

WEB.COM GROUP, INC.

FORM 10-Q (Quarterly Report)

Filed 08/04/17 for the Period Ending 06/30/17

Address	12808 GRAN BAY PARKWAY WEST JACKSONVILLE, FL 32258
Telephone	9046806600
CIK	0001095291
Symbol	WEB
SIC Code	7372 - Prepackaged Software
Industry	IT Services & Consulting
Sector	Technology
Fiscal Year	12/31

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2017
or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 000-51595

Web.com Group, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

94-3327894

(I.R.S. Employer
Identification No.)

12808 Gran Bay Parkway, West, Jacksonville, FL

(Address of principal executive offices)

32258

(Zip Code)

(904) 680-6600

(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

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

Large accelerated filer

Non-accelerated filer

(Do not check if a smaller reporting company)

Accelerated filer

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 pursuant to Section 13 (a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Common Stock, par value \$0.001 per share, outstanding as of July 31, 2017 : 51,565,886

Web.com Group, Inc.
Quarterly Report on Form 10-Q
For the Quarterly Period ended June 30, 2017
Index

Part I	<u>Financial Information</u>	<u>3</u>
Item 1.	<u>Financial Statements</u>	<u>3</u>
	<u>Consolidated Statements of Comprehensive Income for the three and six months ended June 30, 2017 and 2016</u>	<u>3</u>
	<u>Consolidated Balance Sheets as of June 30, 2017 and December 31, 2016</u>	<u>5</u>
	<u>Consolidated Statements of Cash Flows for the six months ended June 30, 2017 and 2016</u>	<u>6</u>
	<u>Notes to Consolidated Financial Statements</u>	<u>7</u>
Item 2.	<u>Management’s Discussion and Analysis of Financial Condition and Results of Operations</u>	<u>21</u>
Item 3.	<u>Quantitative and Qualitative Disclosures About Market Risk</u>	<u>32</u>
Item 4.	<u>Controls and Procedures</u>	<u>33</u>
Part II	<u>Other Information</u>	<u>33</u>
Item 1.	<u>Legal Proceedings</u>	<u>33</u>
Item 1A.	<u>Risk Factors</u>	<u>33</u>
Item 2.	<u>Unregistered Sales of Equity Securities and Use of Proceeds</u>	<u>45</u>
Item 3.	<u>Defaults Upon Senior Securities</u>	<u>45</u>
Item 4.	<u>Mine Safety Disclosures</u>	<u>45</u>
Item 5.	<u>Other Information</u>	<u>45</u>
Item 6.	<u>Exhibits</u>	<u>45</u>
	<u>Signatures</u>	<u>47</u>

PART I — FINANCIAL INFORMATION

Item 1. Financial Statements.

Web.com Group, Inc.

Consolidated Statements of Comprehensive Income
(in thousands, except per share amounts)
(unaudited)

	Three months ended June 30,		Six months ended June 30,	
	2017	2016	2017	2016
Revenue	\$ 186,731	\$ 187,818	\$ 371,850	\$ 332,616
Cost of Revenue and Operating Expenses:				
Cost of revenue (excluding depreciation and amortization)	58,527	58,758	116,450	108,809
Sales and marketing	49,230	60,135	100,141	102,562
Technology and development	17,323	19,732	34,324	32,358
General and administrative	21,252	18,564	41,108	35,296
Restructuring expense	—	778	312	914
Asset impairment	—	—	143	—
Depreciation and amortization	17,401	22,273	35,834	38,186
Total cost of revenue and operating expenses	163,733	180,240	328,312	318,125
Income from operations	22,998	7,578	43,538	14,491
Interest expense, net	(8,146)	(8,662)	(16,036)	(14,259)
Net income (loss) before income taxes	14,852	(1,084)	27,502	232
Income tax expense	(6,806)	(522)	(12,940)	(1,500)
Net income (loss)	\$ 8,046	\$ (1,606)	\$ 14,562	\$ (1,268)
Other comprehensive income:				
Foreign currency translation adjustments	(624)	(891)	(25)	(1,207)
Unrealized gain on investments, net of tax	—	—	1	28
Total comprehensive income (loss)	\$ 7,422	\$ (2,497)	\$ 14,538	\$ (2,447)

See accompanying notes to consolidated financial statements

Certain reclassifications have been made to the previously presented financial statements to conform with the current presentation

Web.com Group, Inc.

Consolidated Statements of Comprehensive Income
(in thousands, except per share amounts)
(unaudited)
(continued)

	Three months ended June 30,		Six months ended June 30,	
	2017	2016	2017	2016
Basic earnings (loss) per share:				
Net income (loss) per basic common share	\$ 0.16	\$ (0.03)	\$ 0.30	\$ (0.03)
Diluted earnings (loss) per share:				
Net income (loss) per diluted common share	\$ 0.16	\$ (0.03)	\$ 0.29	\$ (0.03)
Basic weighted average common shares outstanding	49,488	49,293	49,283	49,334
Diluted weighted average common shares outstanding	51,186	49,293	51,067	49,334

See accompanying notes to consolidated financial statements

Web.com Group, Inc.
Consolidated Balance Sheets
(in thousands, except share amounts)

	June 30, 2017	December 31, 2016
	(unaudited)	
Assets		
Current assets:		
Cash and cash equivalents	\$ 33,449	\$ 20,447
Accounts receivable, net of allowance of \$1,631 and \$1,695, respectively	20,285	20,567
Prepaid expenses	13,538	12,311
Deferred expenses	63,178	60,217
Other current assets	1,868	1,872
Total current assets	132,318	115,414
Property and equipment, net	55,248	53,132
Deferred expenses	48,417	49,127
Goodwill	881,590	871,751
Intangible assets, net	392,359	413,127
Other assets	21,011	11,282
Total assets	\$ 1,530,943	\$ 1,513,833
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	\$ 20,243	\$ 19,619
Accrued expenses	14,001	14,475
Accrued compensation and benefits	15,074	18,307
Deferred revenue	240,675	230,206
Current portion of debt	4,765	16,847
Deferred consideration	22,902	20,244
Other liabilities	4,236	5,034
Total current liabilities	321,896	324,732
Deferred revenue	193,661	195,859
Long-term debt	640,202	647,294
Deferred tax liabilities	64,567	80,135
Other long-term liabilities	17,625	30,361
Total liabilities	1,237,951	1,278,381
Stockholders' equity:		
Common stock, \$0.001 par value per share: 150,000,000 shares authorized, 51,435,214 and 50,278,137 shares issued and outstanding at June 30, 2017 and December 31, 2016, respectively	51	50
Additional paid-in capital	579,083	578,486
Treasury stock at cost, 1,723,706 shares as of June 30, 2017 and 3,146,012 shares as of December 31, 2016	(48,035)	(62,430)
Accumulated other comprehensive loss	(4,044)	(4,020)
Accumulated deficit	(234,063)	(276,634)
Total stockholders' equity	292,992	235,452
Total liabilities and stockholders' equity	\$ 1,530,943	\$ 1,513,833

See accompanying notes to consolidated financial statements

Web.com Group, Inc.
Consolidated Statements of Cash Flows
(in thousands)
(unaudited)

	Six months ended June 30,	
	2017	2016
Cash flows from operating activities		
Net income (loss)	\$ 14,562	\$ (1,268)
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	35,834	38,186
Stock based compensation	11,659	10,200
Deferred income taxes	11,176	599
Amortization of debt issuance costs and other	7,399	6,685
Asset impairment	143	—
Changes in operating assets and liabilities:		
Accounts receivable, net	986	(1,758)
Prepaid expenses and other assets	(5,216)	(10,935)
Deferred expenses	(1,535)	(2,586)
Accounts payable	(169)	(1,585)
Accrued expenses and other liabilities	347	(519)
Accrued compensation and benefits	(3,672)	(7,375)
Deferred revenue	5,452	15,644
Net cash provided by operating activities	76,966	45,288
Cash flows from investing activities		
Business acquisitions	(8,587)	(303,262)
Capital expenditures	(10,573)	(8,306)
Other	—	(1,300)
Net cash (used in) investing activities	(19,160)	(312,868)
Cash flows from financing activities		
Stock issuance costs	(4)	(6)
Common stock repurchased	(3,559)	(3,233)
Payments of long-term debt	(27,954)	(4,937)
Payments on revolving credit facility	(56,313)	(27,563)
Proceeds from exercise of stock options	8,979	1,205
Deferred consideration payment	(18,933)	—
Proceeds from borrowings on long-term debt	50,000	200,000
Proceeds from borrowings on revolving credit facility	7,000	115,000
Debt issuance costs	(1,927)	(5,700)
Common stock purchases under stock repurchase plan	(2,081)	(16,909)
Net cash (used in) provided by financing activities	(44,792)	257,857
Effect of exchange rate changes on cash	(12)	(33)
Net increase (decrease) in cash and cash equivalents	13,002	(9,756)
Cash and cash equivalents, beginning of period	20,447	18,706
Cash and cash equivalents, end of period	\$ 33,449	\$ 8,950
Supplemental cash flow information		
Interest paid	\$ 8,812	\$ 6,851
Income taxes paid	\$ 1,573	\$ 2,046

See accompanying notes to consolidated financial statements

Web.com Group, Inc.
Notes to Consolidated Financial Statements
(unaudited)

1. The Company and Summary of Significant Accounting Policies

Description of Company

Web.com Group, Inc. ("Web.com" or "the Company") provides a full range of Internet services to small businesses to help them compete and succeed online. Web.com meets the needs of small businesses anywhere along their lifecycle with affordable, subscription-based solutions including domains, hosting, website design and management, search engine optimization, online marketing campaigns, local sales leads, social media, mobile products and eCommerce solutions. For more information about the Company, please visit <http://www.web.com>. The information obtained on or accessible through the Company's website is not incorporated into this Quarterly Report on Form 10-Q and you may not consider it a part of this Quarterly Report on Form 10-Q.

The Company has reviewed the criteria of Accounting Standards Codification ("ASC") 280-10, Segment Reporting, and has determined that the Company is comprised of only one segment, web services and products.

On January 31, 2017, the Company acquired 100% of the equity interests of Dattatec.com SRL ("DonWeb.com or DonWeb"), a hosting and domain registration company catering to the Spanish-speaking market, located in Rosario, Argentina. See Note 2, *Business Combinations*, for additional information surrounding the acquisition.

On March 9, 2016, the Company completed the acquisition of 100% of the outstanding shares of Yodle, Inc., a Delaware corporation, ("Yodle"), for approximately \$341.3 million, which included \$40.9 million of deferred consideration. Yodle is a leading provider of cloud based local marketing solutions for small businesses with approximately 1,400 employees and 53,000 subscribers as of the closing of the acquisition. See Note 2, *Business Combinations*, for additional information surrounding the acquisition.

Basis of Presentation

The accompanying consolidated balance sheet as of June 30, 2017, the consolidated statements of comprehensive income for the three and six months ended June 30, 2017 and 2016, the consolidated statements of cash flows for the six months ended June 30, 2017 and 2016, and the related notes to the consolidated financial statements are unaudited.

The unaudited consolidated financial statements have been prepared on the same basis as the audited consolidated financial statements for the year ended December 31, 2016, except that certain information and disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States have been condensed or excluded as permitted.

In the opinion of management, the unaudited consolidated financial statements include all adjustments of a normal recurring nature necessary for the fair presentation of the Company's financial position as of June 30, 2017, the Company's results of operations for the three and six months ended June 30, 2017 and 2016, and the cash flows for the six months ended June 30, 2017 and 2016. The results of operations for the three and six months ended June 30, 2017, are not necessarily indicative of the results to be expected for the year ending December 31, 2017. The Company's financial position as of June 30, 2017 includes the assets and liabilities of Donweb.com and the results of operations and cash flows include Donweb.com from the acquisition date through June 30, 2017. The results of operations and cash flows for the six months ended June 30, 2016 include Yodle from the acquisition date through the respective period end date.

Pursuant to the rules and regulations of the SEC, certain information and disclosures normally included in the notes to the annual financial statements prepared in accordance with U.S. generally accepted accounting principles ("GAAP") have been omitted from these interim financial statements. The Company suggests that these financial statements be read in conjunction with the audited financial statements and the notes included in the Company's most recent annual report on Form 10-K filed with the SEC on February 28, 2017, and any subsequently filed current reports on Form 8-K.

Reclassification of Expenses and Correction of Immaterial Accounting Error

Reclassification of Expenses

In an effort to report operating expenses in a manner more in line with functional areas and to simplify the related accounting, the Company has changed its classification of certain information technology related operating expenses from general and administrative expenses to technology and development expenses. This reclassification was applied retrospectively to all periods presented. The Company also reclassified customer support costs previously included in cost of revenue to sales and marketing on a prospective basis.

Correction of Immaterial Accounting Error

The Company's policy is to report costs associated with the data centers and systems infrastructure that support the products developed by its technology personnel ("infrastructure costs") in technology and development expense. The Company identified certain infrastructure costs that had been recorded to cost of revenue and elected to correct the historical presentation of these expenses. To correct this immaterial error, the costs have been recorded in technology and development expenses for all periods presented.

Adjustments to Presentation

The above mentioned changes had no cumulative effect on the presentation of the consolidated statements of comprehensive income, consolidated balance sheet, or consolidated statements of cash flows. The effects of the aforementioned error correction and accounting classification change to the June 30, 2016 unaudited consolidated statements of comprehensive income are as follows (in thousands)

	Three months ended June 30, 2016				Six months ended June 30, 2016			
	As Previously Reported	Change in Accounting Classification	Effect of Error Correction	As Adjusted	As Previously Reported	Change in Accounting Classification	Effect of Error Correction	As Adjusted
Cost of revenue	\$ 59,743	—	(985)	\$ 58,758	\$ 110,826	—	(2,017)	\$ 108,809
Sales and marketing	\$ 58,448	—	1,687	\$ 60,135	\$ 100,459	—	2,103	\$ 102,562
Technology and development	\$ 15,533	2,337	1,862	\$ 19,732	\$ 24,611	4,636	3,111	\$ 32,358
General and administrative	\$ 23,465	(2,337)	(2,564)	\$ 18,564	\$ 43,129	(4,636)	(3,197)	\$ 35,296

Use of Estimates

The preparation of the consolidated 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 reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Sources of Revenue

Subscription Revenue

The Company currently derives a substantial majority of its revenue from fees associated with our subscription services, which generally include web services, online marketing, eCommerce, and domain name registration offerings. We bill a majority of our customers in advance and recognize revenue on a daily basis over the life of the contract. Generally, revenue is recognized net of sales tax.

Professional Services and Other Revenue

The Company also generates professional services revenue from custom website design, eCommerce store design and support services. Custom website design and eCommerce store design work is typically billed on a fixed-price basis and over very short periods. Generally, revenue is recognized net of sales tax when the service has been completed.

Cost of Revenue and Operating Expenses

Cost of Revenue

Cost of revenue consists of expenses related to compensation of our web page development staff, domain name registration costs, directory listing fees, eCommerce store design, online marketing costs for services provided, billing costs, hosting expenses, and allocated occupancy overhead costs. The Company allocates occupancy overhead costs such as rent and utilities to all departments based on headcount. Accordingly, general overhead expenses are reflected in each cost of revenue and operating expense category.

Sales and Marketing Expense

The Company's direct marketing expenses include the costs associated with the online marketing channels used to promote our services and acquire customers. These channels include search marketing, affiliate marketing and partnerships. Sales and marketing costs consist primarily of compensation and related expenses for our sales and marketing staff as well as our customer support staff and allocated occupancy overhead costs. Sales and marketing expenses also include marketing programs, such as advertising, corporate sponsorships and other corporate events and communications.

Technology and development

Technology and development represents costs associated with creation, development and distribution of our products and websites. Technology and development expenses primarily consist of headcount-related costs associated with the design, development, deployment, testing, operation, enhancement of our products and costs associated with the data centers and all systems infrastructure costs supporting those products as well as all administrative platforms and allocated occupancy overhead costs.

General and Administrative Expense

General and administrative expenses consist of compensation and related expenses for executive, finance, and administration, as well as professional fees, corporate development costs, other corporate expenses, and allocated occupancy overhead costs.

Depreciation and Amortization Expense

Depreciation and amortization expenses relate primarily to our intangible assets recorded due to the acquisitions we have completed, as well as depreciation expense from computer and other equipment, internally developed software, furniture and fixtures, and building and improvement expenditures.

Foreign Currency Translation

The functional currency of the Company's Argentinian Donweb operations and our United Kingdom-based operations is the Argentina Peso and British Pound, respectively. The Company translates the financial statements of these subsidiaries to U.S. dollars using month-end rates of exchange for assets and liabilities, historical rates of exchange for equity and average rates of exchange for revenues, costs, and expenses. Translation gains and losses are recorded in accumulated other comprehensive income (loss) as a component of stockholders' equity.

In addition, the Company's foreign operations include a customer service center and an outbound sales center in Canada and a technology center in Buenos Aires, Argentina. The Company records foreign currency transaction gains and losses, and remeasurement of local currencies of these foreign subsidiaries where the functional currency is different from the local foreign currency in the consolidated statements of income (loss).

New Accounting Standards

Recently Adopted Accounting Standards

In March 2016, the FASB issued Accounting Standards Update ("ASU") 2016-09, Compensation-Stock Compensation: Improvements to Employee Share-Based Payment Accounting and is effective for fiscal years beginning after December 15, 2016. The standard is intended to simplify several areas of accounting for share-based compensation arrangements, including

the income tax impact, classification on the statement of cash flows, statutory withholding requirements and forfeitures. The Company adopted ASU 2016-09 in the first quarter of 2017 and recorded excess tax benefits (ETBs) as income tax expense or benefit in the income statement prospectively as of the beginning of the year of adoption and the Company continued to record shortfalls as a component of income tax expense consistent with historical practices. For interim reporting purposes, the Company reports ETBs and shortfalls as discrete items in the period in which they occur. For the three and six months ended June 30, 2017, the Company recognized a tax benefit related to the adoption of \$0.3 million and \$0.9 million, respectively.

In addition, the guidance eliminates the requirement that ETBs be realized before companies can recognize them. The Company applied this part of the guidance using a modified retrospective transition method and record a cumulative-effect adjustment for previously unrecognized ETBs in opening retained earnings on January 1, 2017 upon adoption. The cumulative-effect adjustment for federal and state tax purposes is \$27.0 million and \$2.7 million, respectively. A valuation allowance was recorded on \$1.7 million of these deferred tax assets for a portion of the state adjustment to reflect the amount realized on a "more likely than not" basis.

Further, the Company presents ETBs and excess tax deficiencies as an operating activity on the statement of cash flows starting on January 1, 2017. The Company has prospectively adopted this change. The Company continues to record its stock compensation expense based on an estimate of the awards that are expected to vest, rather than recording forfeitures when they occur.

Accounting Standards Issued Not Yet Adopted

In May 2014, the FASB and International Accounting Standards Board ("IASB") issued ASU 2014-09 Revenue from Contracts with Customers (Topic 606), a converged standard on revenue recognition which supersedes previous revenue recognition guidance. Some of the main areas of transition to the new standard include, among others, transfer of control (revenue is recognized when a customer obtains control of a good or service), allocation of transaction price is based on relative standalone selling price (entities that sell multiple goods or services in a single arrangement must allocate the consideration to each of those goods or services), contract costs (entities sometimes incur costs, such as sales commissions or mobilization activities, to obtain or fulfill a contract), and disclosures (extensive disclosures are required to provide greater insight into both revenue that has been recognized, and revenue that is expected to be recognized in the future from existing contracts). In August 2015, the FASB issued ASU 2015-14 Revenue from Contracts with Customers (Topic 606), Deferral of the Effective Date, which defers the effective date of the new standard by one year, resulting in the new standard being effective for fiscal years, and interim periods within those years, beginning after December 15, 2017 with early adoption as of the original effective date permitted. In March 2016, the FASB issued ASU 2016-08, Revenue from Contracts with Customers: Principal versus Agent Considerations (Reporting Revenue Gross versus Net) and in April 2016, the FASB issued ASU 2016-10, Revenue from Contracts with Customers: Identifying Performance Obligations and Licensing. Further in May 2016, the FASB issued ASU 2016-12, Revenue from Contracts with Customers: Narrow-Scope Improvements and Practical Expedients. These standards clarify the guidance in ASU 2014-09 and have the same effective date as the original standard. The Company will apply the standard using a modified retrospective approach with the cumulative effect of initially applying the standard recognized at the date of initial application inclusive of certain additional disclosures, as permitted under Topic 606. The Company is in the process of reviewing its customer contracts and designing necessary systematic changes in order to ascertain the impact of the new standard on its consolidated financial statements.

In January 2016, the FASB issued ASU 2016-01, Financial Instruments-Overall: Recognition and Measurement of Financial Assets and Financial Liabilities (Subtopic 825-10), which addresses certain aspects of the recognition, measurement, presentation and disclosure of financial instruments. The amendment will be effective for the Company beginning January 1, 2018 and the adoption of this standard is not expected to have a material impact on its consolidated financial statements or disclosures.

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842), which requires lessees to recognize on the balance sheet a right-of-use asset, representing their right to use the underlying asset for the lease term, and a lease liability for all leases with terms greater than 12 months. The guidance also requires qualitative and quantitative disclosures designed to assess the amount, timing and uncertainty of cash flows arising from leases. The standard requires the use of a modified retrospective transition approach, which includes a number of optional practical expedients that entities may elect to apply. ASU 2016-02 is effective for the Company beginning January 1, 2019 and the Company is currently evaluating the impact that ASU 2016-02 will have on its consolidated financial statements.

In August 2016, the FASB issued ASU 2016-15, Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments, addressing eight specific cash flow issues in an effort to reduce diversity in practice. The amended guidance is effective for fiscal years beginning after December 31, 2017, and for interim periods within those years. Early adoption is permitted. The Company is currently evaluating the impact that ASU 2016-15 will have on its consolidated financial statements.

In October 2016, the FASB issued ASU 2016-16, which requires that entities recognize the income tax consequences of an intra-entity transfer of an asset, other than inventory, when the transfer occurs. The standard will be effective for the Company on January 1, 2018. The adoption is not expected to have a material impact on the consolidated financial statements.

In November 2016, the FASB issued ASU 2016-18, Statement of Cash Flow (Topic 230): Restricted Cash, which states that amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The amended guidance is effective for the fiscal years beginning after December 15, 2017, and interim periods within those fiscal years. Early adoption is permitted. Upon adoption, the Company will present restricted cash, which is currently included in other assets, with the cash and cash equivalents balances in the cash flow statement.

In January 2017, the FASB issued ASU 2017-01, Business Combinations (Topic 805): Clarifying the Definition of a Business. The new guidance clarifies the definition of a business with the objective of adding guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses. The new guidance is effective for public business entities for annual periods beginning after December 15, 2017, including interim periods within those periods. The adoption of this standard is not expected to have a material impact on our consolidated financial statements or disclosures.

In January 2017, the FASB issued ASU 2017-04, Intangibles—Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment. The new guidance requires only a one-step quantitative impairment test, whereby a goodwill impairment loss will be measured as the excess of a reporting unit's carrying amount over its fair value (not to exceed the total goodwill allocated to that reporting unit). It eliminates Step 2 of the current two-step goodwill impairment test, under which a goodwill impairment loss is measured by comparing the implied fair value of a reporting unit's goodwill with the carrying amount of that goodwill. For public companies, the amended guidance is effective for the annual or any interim goodwill impairment tests in fiscal years beginning after December 15, 2019. The adoption of this standard is not expected to have a material impact on its consolidated financial statements or disclosures.

In May 2017, the FASB issued ASU 2017-09, Compensation—Stock Compensation (Topic 718): Scope of Modification Accounting. The new guidance amends the scope of modification accounting for share-based payment arrangements and provides guidance on the types of changes to the terms or conditions of share-based payment awards to which an entity would be required to apply modification accounting under ASC 718. For all entities, the amended guidance is effective for annual periods beginning after December 15, 2017, including interim periods within those periods. Early adoption is permitted. The adoption of this standard is not expected to have a material impact on its consolidated financial statements or disclosures.

2. Business Combinations

Acquisition of DonWeb.com

On January 31, 2017, the Company acquired Donweb.com, a hosting and domain registration company catering to the Spanish-speaking market, located in Rosario, Argentina. The Company paid approximately \$8.6 million at closing. The Company may pay the seller additional consideration of up to \$2.0 million on January 31, 2021, present valued to \$1.7 million as of the acquisition date, for total consideration of \$10.3 million. In addition, the agreement includes a four -year earnout provision that entitles the seller up to \$3.0 million of consideration contingent upon the post-acquisition business performance and employment. Earnout amounts are recorded as compensation expense. Transaction costs associated with the acquisition were not significant and the results of operations from DonWeb during the three and six months ended June 30, 2017 were not material for disclosure herein.

The Company has accounted for the acquisition using the acquisition method as required by ASC 805, Business Combinations. As such, preliminary fair values have been assigned to the assets acquired and liabilities assumed and the excess of the total purchase price over the fair value of the net assets acquired is recorded as goodwill. The Company, with the assistance of independent valuation professionals, has also performed preliminary estimates of the fair value of certain intangible assets. The goodwill recorded from this acquisition represents business benefits the Company anticipates realizing from acquiring an entity in the Spanish-speaking market, and is not expected to be deductible for income tax purposes. In connection with the acquisition, the Company recorded approximately \$4.0 million of liabilities arising from pre-acquisition matters that are more likely than not to be sustained upon examination, inclusive of interest and penalties for which the Company is indemnified. The following table summarizes the Company's preliminary purchase price allocation based on the fair values of the assets acquired and the liabilities assumed.

	As of June 30, 2017	
Tangible current assets	\$	1,370
Property plant and equipment		2,331
Intangible assets		4,140
Other non current assets		2,849
Goodwill		9,914
Current liabilities		(1,355)
Deferred revenue		(2,860)
Other long term liabilities		(6,041)
Purchase price consideration	\$	10,348

The Company is still reviewing information surrounding intangible assets, certain assets and liabilities, income taxes and deferred revenue. These items may result in changes to the Company's preliminary purchase price allocation.

Acquisition of Yodle

On March 9, 2016, the Company executed an Agreement and Plan of Merger (the "Merger Agreement") with Yodle, Inc., a Delaware corporation ("Yodle"), and Shareholder Representative Services, LLC, a Colorado limited liability company. The Company acquired 100% of the outstanding shares of Yodle, Inc. and paid approximately \$300.3 million adjusted for, among other things, Yodle's cash and outstanding debt and transaction related expenses. The Company paid an additional \$18.9 million on March 9, 2017 and will pay \$22.0 million on the second anniversary date of the closing, subject to adjustments as described in the Merger Agreement. Finally, the Company converted out of the money stock options held by employees of Yodle to Web.com options, which resulted in additional consideration of \$2.3 million, for total consideration of \$341.3 million. In addition to the consideration, the Company incurred approximately \$3.9 million of acquisition-related transaction expenses which are reflected in the General and Administrative line item of the Consolidated Statements of Comprehensive Income. The Company has accounted for the acquisition of Yodle using the acquisition method as required ASC 805.

Pro Forma Condensed Consolidated Results of Operations

The Company has prepared the unaudited condensed pro forma financial information to reflect the consolidated results of operations as though the Yodle acquisition had occurred on January 1, 2016 for the six months ended June 30, 2016. The Company has made adjustments to the historical Web.com and Yodle financial statements that are directly attributable to the acquisition, factually supportable and expected to have a continuing impact on the combined results. The pro forma presentation does not include any impact of transaction costs or expected synergies. The pro forma results are not necessarily indicative of our results of operations had the Company owned Yodle for the entire periods presented.

The Company has adjusted the results of operations to reflect the impact of amortizing into revenue, deferred revenue that was recorded at fair value. In addition, interest expense and amortization of intangible assets were adjusted to reflect the cost of the March 9, 2016 debt issued to finance the acquisition and the fair value of the intangible assets on the acquisition date, respectively.

The following summarizes unaudited pro forma total revenue and net loss (in thousands, except per share amounts):

	Six months ended June 30, 2016	
Revenue	\$	372,585
Net loss	\$	(9,805)
Basic net loss per share	\$	(0.20)
Diluted net loss per share	\$	(0.20)
Basic weighted-average common shares outstanding		49,334
Diluted weighted-average common shares outstanding		49,334

Acquisition of TORCHx

On May 31, 2016, the Company completed the acquisition of substantially all of the assets and certain liabilities of Brokerage Leader Inc. ("TORCHx"), a Florida corporation, which primarily consisted of customer relationships and developed technology intangible assets. TORCHx is a real estate platform built for agents and brokerages that features search engine optimization (SEO) and responsive design, customer relationship management (CRM) and other tools to help run successful online marketing campaigns. The Company paid \$4.4 million for this business during the second quarter of 2016, of which \$3.0 million was paid at closing and the remaining \$1.4 million is payable on November 30, 2017.

The Company has accounted for the acquisition of TORCHx using the acquisition method as required in ASC 805. As such, fair values have been assigned to the assets acquired and liabilities assumed and the excess of the total purchase price over the fair value of the net assets acquired is recorded as goodwill. The Company estimated the fair value of certain intangible assets. The goodwill recorded from this acquisition represents business benefits the Company anticipates realizing from optimizing resources and cross-sale opportunities. The goodwill from the acquisition is deductible for tax purposes.

3. Net Income Per Common Share

Basic net income per common share is calculated using net income and the weighted-average number of shares outstanding during the reporting period. Diluted net income per common share includes the effect from the potential issuance of common stock, such as common stock issued pursuant to the exercise of stock options or vesting of restricted shares.

The Company issues equity awards with performance, service and market conditions. These awards are included in basic shares outstanding once all criteria have been met and the shares have vested. Prior to the end of the vesting period, the number of contingently issuable shares included in diluted EPS is based on the number of shares, if any, that would be issuable under the terms of the arrangement if the end of the reporting period were the end of the contingency period, using the treasury stock method and assuming the result would be dilutive. See Note 10, *Stock-Based Compensation and Stockholders' Equity*, for additional information on this award.

During the three months ended June 30, 2017 and 2016, 2.9 million and 9.2 million share-based awards, respectively, have been excluded from the calculation of diluted common shares because including those securities would have been anti-dilutive.

During the six months ended June 30, 2017 and 2016, 2.8 million and 9.2 million share-based awards, respectively, have been excluded from the calculation of diluted common shares because including those securities would have been anti-dilutive.

The Company's potentially dilutive shares also include incremental shares issuable upon the conversion of the Company's Senior Convertible Notes due August 15, 2018 ("2018 Notes"). See Note 6, *Long-term Debt*, for additional information regarding the 2018 Notes. Upon conversion or maturity of the 2018 Notes, the Company may settle the notes with either cash, shares of its common stock or a combination of cash and shares of its common stock, at its election. The Company has adopted a current policy to settle the principal amount in cash and any excess conversion value in shares of our common stock. Because the principal amount of the 2018 Notes will be settled in cash upon conversion, only the conversion spread relating to the 2018 Notes is included in our calculation of diluted net income per common share. When the market price of the Company's stock exceeds the conversion price, as applicable, it will include, in the diluted net income per common share calculation, the effect of the additional shares that may be issued upon conversion using the treasury stock method. There were no incremental common shares from the 2018 Notes that were included in the calculation of diluted shares because the Company's average price of its common stock did not exceed the conversion price during the three and six months ended June 30, 2017 and 2016.

The following table sets forth the computation of basic and diluted net income per common share (in thousands, except per share amounts):

	Three months ended June 30,		Six months ended June 30,	
	2017	2016	2017	2016
Net income (loss)	\$ 8,046	\$ (1,606)	\$ 14,562	\$ (1,268)
Basic weighted average common shares outstanding	49,488	49,293	49,283	49,334
Dilutive effect of stock options	1,352	—	1,322	—
Dilutive effect of restricted shares	346	—	456	—
Dilutive effect of performance shares	—	—	6	—
Diluted weighted average common shares outstanding	51,186	49,293	51,067	49,334
Net income (loss) per basic common share	\$ 0.16	\$ (0.03)	0.30	(0.03)
Net income (loss) per diluted common share	\$ 0.16	\$ (0.03)	\$ 0.29	\$ (0.03)

4. Goodwill and Intangible Assets

In accordance with ASC 350, the Company reviews goodwill and other indefinite-lived intangible asset balances for impairment on an annual basis and between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of goodwill or indefinite-lived intangible assets below its carrying amount. As of December 31, 2016, the Company completed its annual impairment test of goodwill and other indefinite-lived intangible assets and determined that there was no impairment. There were no indicators of impairment during the six months ended June 30, 2017.

The following table summarizes changes in the Company's goodwill balances as required by ASC 350-20 for the six months ended June 30, 2017 and the year ended December 31, 2016, respectively (in thousands):

	June 30, 2017	December 31, 2016
Goodwill balance at beginning of period	\$ 974,045	\$ 741,439
Accumulated impaired goodwill at beginning of period	(102,294)	(102,294)
Goodwill balance at beginning of period, net	871,751	639,145
Goodwill acquired during the period- DonWeb- Note 2, Business Combinations	9,914	—
Goodwill acquired during the period- Yodle- Note 2, Business Combinations	—	231,612
Goodwill acquired during the period- TORCHx- Note 2, Business Combinations	—	2,266
Foreign currency translation adjustments (1)	(75)	(1,272)
Goodwill balance at end of period, net *	\$ 881,590	\$ 871,751

* Gross goodwill balances were \$983.9 million as of June 30, 2017 and \$974.0 million as of December 31, 2016. These include accumulated impairment losses of \$102.3 million.

(1) The foreign currency translation adjustments are from translating the goodwill acquired from the July 2014 Scoot and January 2017 Donweb acquisitions at the current balance sheet date.

The Company's intangible assets are summarized as follows (in thousands):

June 30, 2017					
	Gross Carrying Amount	Accumulated Amortization	Net	Weighted-average Remaining Amortization Period in Years	
Indefinite-lived intangible assets:					
Domain/Trade names	\$ 161,902	\$ —	\$ 161,902		
Definite-lived intangible assets:					
Customer relationships	325,761	(171,573)	154,188	6.1	
Developed technology	280,548	(205,310)	75,238	4.4	
Other	8,405	(7,374)	1,031	0.8	
Total *	<u>\$ 776,616</u>	<u>\$ (384,257)</u>	<u>\$ 392,359</u>		

* Cumulative foreign currency translation adjustments, reflecting the movement in currencies, increased total intangible assets by approximately \$0.1 million as of June 30, 2017.

December 31, 2016					
	Gross Carrying Amount	Accumulated Amortization	Net	Weighted-average Remaining Amortization Period in Years	
Indefinite-lived intangible assets:					
Domain/Trade names	\$ 159,805	\$ —	\$ 159,805		
Definite-lived intangible assets:					
Customer relationships	324,327	(157,998)	166,329	6.5	
Developed technology	280,455	(195,695)	84,760	4.8	
Other	7,394	(5,161)	2,233	1.4	
Total *	<u>\$ 771,981</u>	<u>\$ (358,854)</u>	<u>\$ 413,127</u>		

* Cumulative foreign currency translation adjustments, reflecting the movement in currencies, decreased total intangible assets by approximately \$1.0 million as of December 31, 2016.

The weighted-average amortization period for the amortizable intangible assets remaining as of June 30, 2017 is approximately 5.5 years. Total amortization expense was \$12.1 million and \$16.8 million for the three months ended June 30, 2017 and 2016, respectively. Total amortization expense was \$25.0 million and \$28.1 million for the six months ended June 30, 2017 and 2016, respectively.

As of June 30, 2017, the amortization expense for the remainder of the year ended December 31, 2017, and the next five years and thereafter is as follows (in thousands):

2017 (remainder of year)	\$ 23,955
2018	44,824
2019	41,097
2020	38,874
2021	38,105
Thereafter	43,602
Total	<u>\$ 230,457</u>

5. Related Party Transactions

Effective February 6, 2015, the Company elected Mr. John A. Giuliani to serve on its Board of Directors. Mr. Giuliani serves as President, Chief Executive Officer and Director of Conversant, a subsidiary of Alliance Data Systems Corporation, a personalized digital marketing platform. The Company incurred \$0.2 million of expense related to services provided by Conversant during each of the three months ended June 30, 2017 and 2016, respectively. During each of the six months ended June 30, 2017 and 2016, the Company incurred \$0.4 million of expense related to services provided by Conversant.

6. Long-Term Debt

1% Senior Convertible Notes due August 15, 2018

In August 2013, the Company issued \$258.8 million aggregate principal amount of 1.00% Senior Convertible Notes due August 15, 2018 (the "2018 Notes"). The 2018 Notes bear interest at a rate of 1.00% per year, payable semiannually in arrears, on February 15 and August 15 of each year, beginning on February 15, 2014. The conversion price for the 2018 Notes is equivalent to an initial effective conversion price of approximately \$35.00 per share of common stock. Proceeds, net of original issuance discounts and debt issuance costs, of \$252.3 million were received from the 2018 Notes. The net proceeds were used to pay down \$208.0 million of the First Lien Term Loan and \$43.0 million of the Revolving Credit Facility.

The Company may not redeem the 2018 Notes prior to August 20, 2016. On or after August 20, 2016, the Company may redeem for cash any or all of the 2018 Notes, at its option, if the last reported sale price of its common stock exceeds 130% of the applicable conversion price on each applicable trading day as defined by the indenture. The redemption price will equal 100% of the principal amount of the 2018 Notes to be redeemed, plus accrued and unpaid interest to, but not including, the redemption date. Holders of the 2018 Notes may also convert their notes at any time prior to May 15, 2018 if the sale price of the Company's common stock exceeds 130% of the applicable conversion price on each applicable trading day as defined by the indenture.

In addition, holders may also convert their 2018 Notes any time prior to May 15, 2018, (i) if during the five business days after any five consecutive trading day period in which the trading price of the 2018 Notes was less than 98% of the product of the last reported sale price of the Company's common stock and the conversion rate, (ii) if the Company calls the 2018 Notes for redemption; or (iii) upon the occurrence of specified corporate events.

The 2018 Notes are senior unsecured obligations and will be effectively junior to any of the Company's existing and future secured indebtedness.

The Company determined that the embedded conversion option in the 2018 Notes is not required to be separately accounted for as a derivative under ASC 815, *Derivatives and Hedging*. The 2018 Notes are within the scope of ASC 470, Topic 20, *Debt with Conversion and Other Options*, which requires the Company to separate a liability component and an equity component from the proceeds received. The carrying amount of the liability component at the time of the transaction of \$204.4 million was calculated by measuring the fair value of a similar debt instrument that does not have an associated equity component. The fair value of the liability component was subtracted from the initial proceeds and the remaining amount of \$47.8 million was recorded as the equity component. The excess of the principal amount of the liability component over its carrying amount will be amortized to interest expense over the expected life of 5 years using the effective interest method.

Upon conversion or maturity of the 2018 Notes, the Company may settle the notes with either cash, shares of its common stock or a combination of cash and shares of its common stock, at its election. The Company has adopted a current policy to settle the \$258.8 million of principal amount in cash and any excess conversion value in shares of its common stock. Because the principal amount of the 2018 Notes will be settled in cash upon conversion, only the conversion spread relating to the 2018 Notes may be included in the Company's calculation of diluted net income per common share. When the market price of the Company's stock exceeds the conversion price, it will include, in the diluted net income per common share calculation, the effect of the additional shares that may be issued upon conversion using the treasury stock method. As such, the 2018 Notes have no impact on diluted net income per common share until the price of the Company's common stock exceeds the conversion price (approximately \$35.00 per common share) of the 2018 Notes.

As of June 30, 2017 and December 31, 2016, the carrying value of the debt and equity component was \$245.0 million and \$47.8 million and \$239.2 million and \$47.8 million, respectively. The unamortized debt discount of \$13.7 million as of June 30, 2017 will be amortized over the remaining life of 1.1 years using the effective interest method.

Credit Agreement

On February 11, 2016, the Company entered into an amendment (the "Amendment") to that certain Credit Agreement, dated as of September 9, 2014 (the "Existing Credit Agreement" and as amended by the Amendment, the "Amended Credit Agreement"), by and among the Company, the several lenders from time to time parties thereto, and JPMorgan Chase Bank, N.A., as administrative agent. On March 9, 2016 (the "Closing Date"), the amended Credit Agreement became effective following the completion of the acquisition of Yodle Inc. (the "Acquisition"). On May 18, 2017, the Company entered into a second amendment to the Credit Agreement ("Second Amendment").

The Amended Credit Agreement provided (i) \$390.0 million of five -year secured term loans, replacing and refinancing \$190.0 million of secured term loans outstanding under the Existing Credit Agreement and providing for an additional \$200.0 million of secured term loans (the "Term Loan") and (ii) a five-year secured revolving credit facility that provides up to \$150.0 million of revolving loans (the "Revolving Credit Facility"), which replaces the revolving credit facility under the Existing Credit Agreement. On the Closing Date, the Company used the proceeds of the Term Loan and borrowed \$115.0 million of loans under the Revolving Credit Facility, together with cash on hand, to complete the Acquisition. The Second Amendment to the Credit Agreement provided an incremental \$ 50.0 million of secured Term Loan and an incremental \$ 110.0 million of borrowing capacity on the Revolving Credit Facility with maturity dates that were commensurate with the Amended Credit Agreement. The Company used the proceeds from the incremental Term Loan to repay the then outstanding amount drawn on the Revolving Credit Facility at the date of closing.

The Term Loan and loans under the Revolving Credit Facility initially bore interest at a rate equal to either, at the Company's option, the LIBOR rate plus an applicable margin equal to 3.00% per annum, or the prime lending rate plus an applicable margin equal to 2.00% per annum. The applicable margins for the Term Loan and loans under the Revolving Credit Facility are subject to reduction or increase based upon the Company's consolidated first lien net leverage ratio as of the end of each fiscal quarter. Effective February 2017, the Company's interest rate on these loans was reduced to the LIBOR rate plus the applicable margin of 2.25% per annum as a result of reaching certain financial covenant ratios. The Company must also pay (i) a commitment fee of 0.40% per annum on the actual daily amount by which the revolving credit commitment exceeds then-outstanding usage under the Revolving Credit Facility, also subject to reduction or increase based upon the Company's consolidated first lien net leverage ratio, (ii) a letter of credit fee equal to the applicable margin that applies to LIBOR loans under the Revolving Credit Facility and (iii) a fronting fee of 0.125% per annum, calculated on the daily amount available to be drawn under each letter of credit issued under the Revolving Credit Facility.

The Company is permitted to make voluntary prepayments with respect to the Revolving Credit Facility and the Term Loan at any time without payment of a premium. The Company is required to make mandatory prepayments of the Term Loan with (i) net cash proceeds from certain asset sales (subject to reinvestment rights) and (ii) net cash proceeds from certain issuances of debt. The Company is also required to maintain certain financial ratios under the Credit Agreement and there are customary covenants that limit the incurrence of debt, the payment of dividends, the disposition of assets, and making of certain payments. Substantially all of the Company's and certain of its domestic subsidiaries' tangible and intangible assets are pledged as collateral under the Credit Agreement.

Both of the aforementioned amendments were accounted for as a modification of the credit agreement and as a result, \$1.9 million of additional loan origination discounts and bank lender fees were capitalized during the second quarter ended June 30, 2017 and \$5.7 million during the first quarter ended March 31, 2016.

The Company has \$258.1 million of available borrowings under the Revolving Credit Facility as of June 30, 2017 .

Outstanding long-term debt and the interest rates in effect at June 30, 2017 and December 31, 2016 consist of the following (in thousands):

	June 30, 2017	December 31, 2016
Revolving Credit Facility maturing 2021, based on LIBOR plus 2.25%	\$ —	\$ 47,094
Term Loan due 2021, 3.46%, based on LIBOR plus 2.25%, less unamortized discount of \$4,796 at June 30, 2017, effective rate of 3.62%	399,938	377,851
Senior Convertible Notes, maturing 2018, 1.00%, less unamortized discount of \$13,721 at June 30, 2017, effective rate of 5.88%	245,029	239,196
Total Outstanding Debt	644,967	664,141
Less: Current Portion of Long-Term Debt	(4,765)	(16,847)

Long-Term Portion	\$ 640,202	\$ 647,294
-------------------	------------	------------

Debt discount and issuance costs

The Company recorded \$3.4 million and \$3.7 million of expense from amortizing debt issuance and discount costs during each of the three months ended June 30, 2017 and 2016, respectively. During the six months ended June 30, 2017 and 2016, \$6.8 million and \$6.7 million of amortization expense was recorded, respectively.

Total estimated principal payments due for the next five years as of June 30, 2017 are as follows:

Year 1	\$ 4,822
Year 2	294,604
Year 3	44,128
Year 4	319,930
Year 5	—
Total principal payments	<u>\$ 663,484</u>

On August 15, 2018, the aggregate principal balance of the the 2018 Notes becomes due. The remaining principal requirements reflect quarterly payments under the Term Loan with the remaining balance payable in March 2021. The Revolving Credit Facility matures in March 2021.

7. Accumulated Other Comprehensive Loss

The components of accumulated other comprehensive loss were as follows (in thousands):

	June 30, 2017	December 31, 2016
Foreign currency translation adjustments	\$ (4,044)	\$ (4,019)
Unrealized loss on investments	—	(1)
Total accumulated other comprehensive loss	<u>\$ (4,044)</u>	<u>\$ (4,020)</u>

8. Fair Value

The Company defines fair value as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Company applies the following fair value hierarchy, which prioritizes the inputs used to measure fair value into three levels as follows:

Level 1 -Quoted prices in active markets for identical assets or liabilities.

Level 2 -Observable inputs other than quoted prices in active markets for identical assets and liabilities, quoted prices for identical or similar assets or liabilities in inactive markets, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 -Inputs that are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability.

The Company has financial assets and liabilities that are not required to be remeasured to fair value on a recurring basis. The carrying value of the Company's cash and cash equivalents, accounts receivable, accounts payable, deferred consideration and accrued expenses approximates fair market value as of June 30, 2017 and December 31, 2016 due to the short maturity of these items. As of June 30, 2017, the fair value and carrying value of the Company's 2018 Notes totaled \$256.9 million and \$245.0 million, respectively. As of December 31, 2016, the fair value and carrying value of the Company's 2018 Notes was \$ 248.6 million and \$239.2 million, respectively. The fair value of the 2018 Notes, including the equity component, was calculated by taking the quoted market price for the instruments multiplied by the principal amount. This is based on a Level 2 fair value hierarchy calculation obtained from quoted market prices for the Company's long-term debt instruments that may not be actively traded at each respective period end. The Revolving Credit Facility and Term Loan are variable rate debt instruments indexed to 1-Month LIBOR that resets monthly and the fair value approximates the carrying value as of June 30, 2017 and December 31, 2016. See Note 6, *Long-term Debt*, for additional information surrounding the amendment.

9. Income Taxes

The Company accounts for income taxes under the provisions of ASC 740, *Income Taxes*, using the liability method. ASC 740 requires recognition of deferred tax liabilities and assets for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred tax liabilities and assets are determined based on the difference between the financial statement and tax basis of assets and liabilities using enacted tax rates in effect for the year in which the difference is expected to reverse.

The Company recorded income tax expense of \$6.8 million and \$0.5 million during the three months ended June 30, 2017 and 2016, and \$12.9 million and \$1.5 million during the six months ended June 30, 2017 and 2016, respectively, based upon the estimated annual effective tax rates for each year. The estimated annual effective tax rate for 2017 and 2016 reflects the impact of net unfavorable permanent book-tax differences, primarily driven by stock compensation costs estimated for the year and an increase in the projected year-end valuation allowance related to certain state and foreign deferred tax assets.

10. Commitments and Contingencies

Standby Letters of Credit

The Company utilizes letters of credit to back certain payment obligations relating to its facility operating leases. The Company had approximately \$ 7.3 million in standby letters of credit as of June 30, 2017, \$ 1.9 million of which were issued under the Revolving Credit Facility.

Legal Proceedings

From time to time, the Company and its subsidiaries receive inquiries from foreign, federal, state and local regulatory authorities or are named as defendants in various investigations, inquiries or legal actions that are incidental to our business and arise out of or are related to claims made in connection with our marketing practices, customer and vendor contracts and employment related disputes. We believe that the resolution of these investigations, inquiries or legal actions will not have a material adverse effect on our financial position, marketing practices or results of operations. There were no material legal proceedings for which a loss was reasonably possible or estimable at June 30, 2017.

Indemnifications

The Company has agreed to indemnify its directors and executive officers for costs associated with any fees, expenses, judgments, fines and settlement amounts incurred by them in any action or proceeding to which any of them is, or is threatened to be, made a party by reason of his service as a director or officer, including any action by the Company, arising out of his services as the Company's director or officer or his services provided to any other company or enterprise at the Company's request.

Other

The Company is responsible for charging end customers certain taxes in numerous jurisdictions. In the ordinary course of its business, there are many transactions and calculations where the ultimate tax determination is uncertain. In the future, the Company may come under audit, which could result in changes to its tax estimates. The Company routinely assesses these matters and although the Company believes its tax estimates are reasonable, the final determination of tax audits could be materially different than the Company's estimates, which would result in the Company recording an expense in the period in which a final determination is made.

11. Stock-Based Compensation and Stockholders' Equity

The Company records compensation expense for employee and director stock-based compensation plans based upon the fair value of the award in accordance with ASC 718, Compensation-Stock Compensation.

Equity Incentive Plans

The Company has the 2014 Equity Incentive Plan for the issuance of stock-based compensation, including but not limited to, common stock options and restricted shares to employees. In addition, the Company's plan provides for grants of non-statutory stock options and restricted shares awards ("RSA's") to non-employee directors. The Company issues shares out of treasury stock, if available, otherwise new shares of common stock are issued upon the exercise of stock options and the granting of restricted shares.

Incentive stock options and non-statutory stock options issued generally vest ratably over three to four years, are contingent upon continued service and expire ten years from the grant date. Restricted share awards generally vest 25 percent each year over a four year period.

The Board of Directors or a committee thereof, administers all of the equity incentive plans and establishes the terms of options granted, including the exercise price, the number of shares subject to individual option awards and the vesting period of options, within the limits set forth in the plans. Options have a maximum term of 10 years and vest as determined by the Board of Directors.

The Company has additional equity incentive plans that are established in conjunction with its acquisitions. These plans are considered one-time, inducement awards of incentive stock options, non-statutory stock options and restricted shares. Once the inducement awards are granted, no additional shares, including forfeitures and cancellations, are available for future grant under these plans.

Yodle Equity Grants

In connection with the March 2016 Yodle acquisition, the Company granted 0.3 million restricted shares that vest annually over a four year period and 0.3 million stock options of which 25 percent vest one year from the date of grant and the remaining 75 percent vest monthly over a three year period for a total of four years.

In addition, the Company converted unvested and out of the money existing Yodle stock options to 1.3 million stock options of the Company in connection with the March 9, 2016 acquisition of Yodle. The total value of the converted stock options was approximately \$8.3 million. Approximately \$2.3 million has been recorded as additional consideration representing the vesting that occurred prior to the closing of the acquisition. The remaining \$6.0 million is amortized to stock compensation expense over the remaining service period of approximately three years.

Performance Shares

During the first quarter of 2017 and 2016, the Compensation Committee of the Board of Directors approved the issuance of performance share equity awards. The targeted number of shares under a 100 percent payout scenario for each of the 2017 and 2016 awards are 0.2 million shares and 0.1 million shares, respectively, earned over the three year vesting periods, with one-third vesting each year. The actual number of shares that may be earned and issued, if any, may range from 0-200% of the target number of shares granted. The range is based upon (1) the number of shares earned based upon the over achievement or under achievement of the financial measures for the annual performance period and (2) the number of shares earned being adjusted higher or lower depending on the performance of the Company's total shareholder return, compared against the Company's peer group.

Compensation expense related to the performance share stock plan for the three months ended June 30, 2017 and 2016 was approximately and \$1.2 million and \$0.4 million, respectively. Compensation expense for the six months ended June 30, 2017 and 2016 was \$1.9 million and \$0.5 million respectively. The 2016 tranche of the performance share award resulted in a payout of 43% of the target shares, or approximately 41 thousand shares. During the six months ended June 30, 2017, approximately 17 thousand shares totaling \$0.3 million were withheld by the Company for minimum income tax withholding requirements.

Stock Options

Compensation expense related to the Company's stock option plans was \$2.0 million and \$2.5 million for the three months ended June 30, 2017 and 2016, respectively. Compensation expense for the six months ended June 30, 2017 and 2016 was \$4.0 million and \$4.7 million, respectively. During the three months ended June 30, 2017 and 2016, 0.3 million and 0.1 million common shares were issued for options exercised, respectively. During the six months ended June 30, 2017 and 2016, 0.6 million and 0.1 million common shares were issued for options exercised, respectively. During the six months ended June 30, 2017 and 2016, 1.0 million and 1.2 million options were granted, respectively. The weighted-average grant-date fair value of an option granted during the six months ended June 30, 2017 and 2016 was \$8.60 and \$8.14, respectively.

The risk-free rate is based on the U.S. Treasury yield curve in effect at the time of grant. Below are the assumption ranges used in calculating the fair value of options granted during the following periods:

	Six months ended June 30,					
	2017			2016		
Risk-free interest rate	1.90%	-	1.98%	1.20%	-	1.39%
Dividend yield	—			—		
Expected life (in years)	5.05	-	5.07	4.97	-	5.17
Volatility	43.54%	-	44.67%	53.36%	-	53.82%

Restricted Stock

Compensation expense related to restricted stock plans for the three months ended June 30, 2017 and 2016, was approximately \$3.0 million and \$2.5 million, respectively. Compensation expense for the six months ended June 30, 2017 and 2016 was \$5.8 million and \$5.0 million, respectively. During the six months ended June 30, 2017 and 2016, approximately 0.2 million and 0.1 million shares totaling approximately \$3.1 million and \$2.5 million, respectively, were withheld by the Company for minimum income tax withholding requirements. During each of the three months ended June 30, 2017 and 2016, 0.1 million restricted common shares were granted. During the six months ended June 30, 2017 and 2016, 0.9 million and 0.6 million restricted common shares were granted, respectively. This excludes the Yodle restricted stock awards discussed above. The weighted-average grant-date fair value of restricted stock granted during the three months ended June 30, 2017 and 2016 was \$20.32 and \$17.50, respectively. The weighted-average grant-date fair value of restricted stock granted during the six months ended June 30, 2017 and 2016 was \$20.43 and \$17.86, respectively.

Stock Repurchases

On November 5, 2014, the Company's Board of Directors authorized a share repurchase program of up to \$100.0 million of the Company's common stock expiring on December 31, 2016. In October 2016, the Company's Board of Directors authorized that the share repurchase program of the Company's outstanding securities be extended through December 31, 2018 and be increased by an additional \$100.0 million.

The aggregate amount remaining available for repurchase under this program was \$108.0 million at June 30, 2017. Repurchases under the repurchase programs may take place in the open market or in privately negotiated transactions, including structured and derivative transactions such as accelerated share repurchase transactions, and may be made under a Rule 10b5-1 plan. No common shares were repurchased during the three months ended June 30, 2017. During the three months ended June 30, 2016, the Company repurchased 0.3 million common shares for a total of \$5.7 million. During the six months ended June 30, 2017 and 2016, the Company repurchased approximately 0.1 million and 1.0 million common shares, respectively. The total amount repurchased during the six months ended June 30, 2017 and 2016 was \$2.1 million and \$16.9 million, respectively.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Forward Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, which are subject to the "safe harbor" provisions created by those sections. Forward-looking statements are based on our management's beliefs and assumptions and on information currently available to our management. All statements other than statements of historical facts are "forward-looking statements" for purposes of these provisions, including any projections or earnings. In some cases, you can identify forward-looking statements by terms such as "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "should," "will," "would" and similar expressions intended to identify forward-looking statements. These statements involve known and unknown risks, uncertainties and other factors, which may cause our actual results, performance, time frames or achievements to be materially different from any future results, performance, time frames or achievements expressed or implied by the forward-looking statements. We discuss many of these risks, uncertainties and other factors in this Quarterly Report on Form 10-Q in greater detail under the heading "Risk Factors." Given these risks, uncertainties and other factors, you should not place undue reliance on these forward-looking statements. Also, these forward-looking statements represent our estimates and assumptions only as of the date of this filing. You should read this Quarterly Report on Form 10-Q completely and with the understanding that our actual future results may be materially different from what we expect. We hereby qualify our forward-looking statements by these cautionary statements. Except as required by law, we assume no obligation to update these forward-looking statements publicly, or to update the reasons actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future.

Safe Harbor

In the following discussion and analysis of results of operations and financial condition, certain financial measures may be considered “non-GAAP financial measures” under Securities and Exchange Commission rules. These rules require supplemental explanation and reconciliation, which is provided in this Quarterly Report on Form 10-Q.

We believe presenting non-GAAP net income attributable to common stockholders, non-GAAP net income per share attributable to common stockholders and non-GAAP operating income measures are useful to investors, because they describe the operating performance of the Company, excluding some recurring charges that are included in the most directly comparable measures calculated and presented in accordance with GAAP. We use these non-GAAP measures as important indicators of our past performance and in planning and forecasting performance in future periods. The non-GAAP financial information we present may not be comparable to similarly-titled financial measures used by other companies, and investors should not consider non-GAAP financial measures in isolation from, or in substitution for, financial information presented in compliance with GAAP.

Overview

Web.com Group, Inc. ("Web.com", the "Company" or "We") provides a full range of internet services to small businesses to help them compete and succeed online. Web.com meets the needs of small businesses anywhere along their lifecycle with affordable, subscription-based solutions including domains, hosting, website design and management, search engine optimization, online marketing campaigns, local sales leads, social media, mobile products and eCommerce solutions. For more information about the company, please visit <http://www.web.com>. The information obtained on or accessible through the Company's website is not incorporated into this Quarterly Report on Form 10-Q and you may not consider it a part of this Quarterly Report on Form 10-Q.

On January 31, 2017, the Company acquired DonWeb.com, a hosting and domain registration company catering to the Spanish-speaking market, located in Rosario, Argentina. The Company paid approximately \$8.6 million at closing. The Company will pay the seller additional consideration of \$2.0 million on January 31, 2021, present valued at \$1.7 million as of the acquisition date for total consideration of \$10.3 million. In addition, the agreement includes a four year earnout provision that entitles the seller up to \$3.0 million contingent upon the post-acquisition business performance. The earnout provisions require the seller be employed with the Company and as such will be recorded as compensation expense. See Note 2, *Business Combinations*, for additional information surrounding the acquisition.

In March 2016, the Company completed the acquisition of 100% of the outstanding shares of Yodle, Inc., a Delaware corporation, ("Yodle"), for approximately \$341.3 million, which included \$40.9 million of deferred consideration. Yodle is a leading provider of cloud based local marketing solutions for small businesses with approximately 1,400 employees and 53,000 subscribers. Management's Discussion and Analysis includes the results of operations and cash flows of Yodle from March 9, 2016. See Note 2, *Business Combinations*, for additional information surrounding the acquisition.

Key Business Metrics

Management periodically reviews certain key business metrics to evaluate the effectiveness of our operational strategies, allocate resources and maximize the financial performance of our business. These key business metrics include:

Average Revenue per User (Subscriber)

Monthly average revenue per user, or ARPU, is a metric we measure on a quarterly basis. We define ARPU as quarterly non-GAAP subscription revenue divided by the average of the number of subscribers at the beginning of the quarter and the number of subscribers at the end of the quarter, divided by the measurement period in months. We exclude from subscription revenue the impact of the fair value adjustments to deferred revenue resulting from acquisition-related write downs. The fair market value adjustments were \$ 1.3 million and \$ 6.0 million for the three months ended June 30, 2017 and 2016, respectively. The fair market value adjustments were \$ 3.0 million and \$ 14.6 million for the six months ended June 30, 2017 and 2016, respectively. ARPU is the key metric that allows management to evaluate the impact on monthly revenue from product pricing, product sales mix trends, and up-sell/cross-sell effectiveness.

Customer Retention Rate (Retention Rate)

Customer retention rate is defined as the trailing twelve month retention metric which we measure as the subscribers at the end of the period (less acquired customers, if applicable) divided by the sum of the subscribers at the beginning of the period and the new subscribers added during the last twelve months. Customer cancellations in the trailing twelve months include cancellations from subscriber additions, which is why we include subscriber additions in the denominator. Retention rate is the key metric that allows management to evaluate whether we are retaining our existing subscribers in accordance with our business plan.

Net Subscriber Additions

We define total subscribers as the approximate number of subscribers that, as of the end of a period, are identified as subscribing to our products on a paid basis. A unique subscriber with subscriptions of more than one brand or with more than one distinct billing relationship or product subscription with us, are counted as one subscriber. Total subscribers for a period reflects adjustments to add or subtract subscribers as we integrate acquisitions and/or are otherwise able to identify subscribers that meet, or do not meet, this definition of total subscribers.

We maintain and grow our subscriber base through a combination of adding new subscribers and retaining existing subscribers. We define net subscriber additions in a particular period as the gross number of new subscribers added during the period, less subscriber cancellations during the period. For this purpose, we only count as new subscribers those customers whose subscriptions have extended beyond the free trial period, if applicable.

We review this metric to evaluate whether we are effectively implementing our business plan. An increase in net subscriber additions could signal an increase in subscription revenue, higher customer retention, and an increase in the effectiveness of our sales efforts. Similarly, a decrease in net subscriber additions could signal decreased subscription revenue, lower customer retention, and a decrease in the effectiveness of our sales efforts. Net subscriber additions above or below our business plan could have a long-term impact on our operating results due to the subscription nature of our business.

Sources of Revenue

Subscription Revenue

We currently derive a substantial majority of our revenue from fees associated with our subscription services, which generally include web services, online marketing, eCommerce, and domain name registration offerings. We bill a majority of our customers in advance through their credit cards, bank accounts, or business merchant accounts. The revenue is recognized on a daily basis over the life of the contract.

Professional Services and Other Revenue

We generate professional services revenue from custom website design, eCommerce store design and support services. Our custom website design and eCommerce store design work is typically billed on a fixed price basis and over very short periods. Generally, revenue is recognized when the service has been completed.

Cost of Revenue

Cost of revenue consists of expenses related to compensation of our web page development staff, domain name registration costs, directory listing fees, eCommerce store design, online marketing costs for services provided, billing costs, hosting expenses, and allocated occupancy overhead costs. The Company allocates occupancy overhead costs such as rent and utilities to all departments based on headcount. Accordingly, general overhead expenses are reflected in each cost of revenue and operating expense category.

Operating Expenses

Sales and Marketing Expense

The Company's direct marketing expenses include the costs associated with the online marketing channels used to promote our services and acquire customers. These channels include search marketing, affiliate marketing, direct television advertising and partnerships. Sales and marketing costs consist primarily of compensation and related expenses for our sales and marketing staff as well as our customer support staff and allocated occupancy overhead costs. Sales and marketing expenses also include marketing programs, such as advertising, corporate sponsorships and other corporate events and communications.

We plan to continue to invest in sales and marketing to add new subscription customers, and increase sales of additional and new services and products to our existing customer base. We also plan to continue investing in direct response television and radio advertising. We have invested a portion of our incremental marketing budget in branding activities such as the umbrella sponsorship of the Web.com Tour and other sports marketing activities.

Technology and development

Technology and development represents costs associated with creation, development and distribution of our products and websites. Technology and development expenses primarily consist of headcount-related costs associated with the design, development, deployment, testing, operation, enhancement of our products and costs associated with the data centers and all systems infrastructure costs supporting those products as well as all administrative platforms and allocated occupancy overhead costs.

General and Administrative Expense

General and administrative expenses consist of compensation and related expenses for executive, finance, and administration, as well as professional fees, corporate development costs, other corporate expenses, and allocated occupancy overhead costs.

Depreciation and Amortization Expense

Depreciation and amortization expenses relate primarily to our intangible assets recorded due to the acquisitions we have completed, as well as depreciation expense from computer and other equipment, internally developed software, furniture and fixtures, and building and improvement expenditures. Depreciation is expected to increase for the remainder of 2017 as we continue to increase our efforts for internally developed software projects. Amortization expense is expected to continue to decline during the remainder of 2017 as a result of certain intangible assets becoming fully amortized.

Critical Accounting Policies and Estimates

Our discussion and analysis of our financial condition and results of operations are based on our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of financial statements requires us to make estimates, assumptions and judgments that affect our assets, liabilities, revenues and expenses, and disclosure of contingent assets and liabilities. We base these estimates and assumptions on historical data and trends, current fact patterns, expectations and other sources of information we believe are reasonable. Actual results may differ from these estimates. For a full description of our critical accounting policies, see Item 7 — *Management's Discussion and Analysis of Financial Condition and Results of Operations* in our 2016 Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 28, 2017.

Results of Operations

Comparison of the results for the three months ended June 30, 2017 to the three months ended June 30, 2016

The operations of DonWeb.com began integrating with the existing legacy Web.com operations immediately following the closing of the acquisition on January 31, 2017. The operations of Yodle began integrating with the existing legacy Web.com operations immediately following the closing of the acquisition on March 9, 2016. As such, our results of operations including revenue or ARPU is not specifically segregated subsequent to these acquisitions, nor would it be indicative of each of the standalone entities.

Included in the three months ended June 30, 2016 are adjustments for the correction of an immaterial error in the classification of infrastructure costs, which were previously classified within the cost of revenue financial statement line item but have been reclassified to technology and development. In addition, in an effort to report operating expenses in a manner more in line with functional areas and to simplify the related accounting, the Company has changed its classification of certain information technology related operating expenses from general and administrative expenses to technology and development expenses. This reclassification was applied retrospectively to all periods presented. The Company also reclassified customer support costs previously included in cost of revenue to sales and marketing on a prospective basis. See Note 1, *The Company and Summary of Significant Accounting Policies*, for a summary of the changes reflected herein.

The following table sets forth our key business metrics:

	Three months ended June 30,	
	2017	2016
	(unaudited)	
Ending Subscribers as of June 30,	3,490,000	3,443,000
Net subscriber (reductions) additions	(12,460)	19,880
Average revenue per user (monthly)	\$ 17.72	\$ 18.66

Subscriber counts decreased by approximately 12,000 subscribers during the three months ended June 30, 2017, as compared to an increase of approximately 20,000 subscribers during the three months ended June 30, 2016. The decline in subscriber counts was in part driven by a shift in our sales strategy towards higher ARPU services, which results in lower new customer additions. Our rolling twelve month retention rate as of June 30, 2017 was 84.4% compared to 86.5% during the same prior year period. The retention rate was also down sequentially during the second quarter of 2017 from 84.9% during the quarter ended March 31, 2017. Relative to our large base of domain subscribers, Yodle's products are higher churn, which we continue to view as an opportunity for improvement. In addition, the overall mix shift away from domain subscribers negatively impacted retention. During the six months ended June 30, 2017, we made progress positioning our product portfolio and aligning our sales channels to improve customer satisfaction and ultimately retention.

Revenue

	Three months ended June 30,	
	2017	2016
(unaudited, in thousands)		
Revenue:		
Subscription	\$ 184,511	\$ 186,121
Professional services and other	2,220	1,697
Total revenue	<u>\$ 186,731</u>	<u>\$ 187,818</u>

Total revenue decreased to \$ 186.7 million in the three months ended June 30, 2017 from \$ 187.8 million in the three months ended June 30, 2016 . Total revenue for the respective 2017 and 2016 periods includes \$1.3 million and \$6.0 million of unfavorable impact resulting from amortizing deferred revenue. The unfavorable impact decreased \$4.7 million during the three months ended June 30, 2017 , compared to the same prior period. The deferred revenue resulted from acquisition fair value adjustments recorded during 2017 and 2016. The remaining \$5.8 million change in revenue during the three months ended June 30, 2017 when compared to the same prior year period, resulted primarily from lower Yodle legacy products revenues as well as decreased domain product related revenues and Do-It-Yourself ("DIY") website volume. These declines in revenue were partially offset by an increase in our vertical marketing solutions revenue and higher lead generation, email and custom website revenues.

Subscription Revenue . Subscription revenue decreased during the three months ended June 30, 2017 , to \$184.5 million from \$186.1 million during the three months ended June 30, 2016 . The decrease is primarily due to drivers mentioned above, excluding the \$0.6 million favorable impact from custom design website services.

Professional Services and Other Revenue. Professional services revenue was 31% higher at \$2.2 million in the three months ended June 30, 2017 up from \$1.7 million for the three months ended June 30, 2016 . The increase was principally driven by a higher volume of custom design professional services.

Cost of Revenue and Operating Expenses

	Three months ended June 30,	
	2017	2016
(unaudited, in thousands)		
Cost of Revenue and Operating Expenses:		
Cost of revenue	\$ 58,527	\$ 58,758
Sales and marketing	49,230	60,135
Technology and development	17,323	19,732
General and administrative	21,252	18,564
Restructuring expense	—	778
Asset impairment	—	—
Depreciation and amortization	17,401	22,273
Total cost of revenue and operating expenses	<u>\$ 163,733</u>	<u>\$ 180,240</u>

Cost of Revenue. Cost of revenue decreased \$0.2 million during the three months ended June 30, 2017 , compared to the three months ended June 30, 2016 . The decrease was due to declines in partner-related commissions and hosting costs, as well as declines in salaries and benefits. These lower costs were partially offset by increased online marketing expenses, as well as the inclusion of the operating costs from the DonWeb acquisition that closed on January 31, 2017.

Sales and Marketing Expenses. Sales and marketing expenses decreased 18% or \$10.9 million to \$49.2 million , or 26% of total revenue, from \$60.1 million , or 32% of revenue, for the comparable periods. The decline was primarily due to \$6.7 million of lower online, television and affiliate marketing expenses from scaling certain advertising campaigns. In addition, salaries and benefits decreased \$2.8 million mainly driven by lower headcount at Yodle acquisition in March 2016 and a decline in

facilities expenses of \$1.3 million from exiting two of the three floors of the Yodle New York, New York office, as well as exiting the St. Lucia call center facility. Offsetting the above declines in costs were incremental costs resulting from the acquisition of DonWeb in January 2017.

Technology and Development Expenses. Technology and development expenses of \$ 17.3 million , or 9% of total revenue, decreased by \$2.4 million during the three months ended June 30, 2017 from \$19.7 million , or 11% of total revenue during the three months ended June 30, 2016 . The decrease was driven by lower salaries and benefits of \$2.1 million during the three months ended June 30, 2017 compared to the same prior year period resulting from higher labor dollars that were capitalized for internally developed software projects in 2017, as well as eliminating certain Yodle positions. In addition, facilities expense declined by approximately \$0.4 million in the comparable periods partially due to exiting the New York, New York space as noted above.

General and Administrative Expenses. General and administrative expenses increased \$2.7 million to \$21.3 million , or 11% of total revenue, during the three months ended June 30, 2017 , as compared to \$18.6 million , or 10% of total revenue during the three months ended June 30, 2016 . The increase was due to higher general and administrative expenses of \$2.3 million from higher incentive-based benefits, as well as \$0.2 million of increased indirect taxes.

Restructuring Expense. For the three months ended June 30, 2016, restructuring expense was \$0.8 million , primarily from terminating certain Yodle employees. There were no restructuring charges during the quarter ended June 30, 2017.

Depreciation and Amortization Expense. Depreciation and amortization expense decreased \$4.9 million to \$17.4 million during the three months ended June 30, 2017 from \$22.3 million during the three months ended June 30, 2016 . Amortization expense declined as certain Network Solutions' intangible assets became fully amortized. In addition, amortization of Yodle intangible assets was lower during the three months ended June 30, 2017 compared to same prior year period as the estimate of the intangible valuation acquired was finalized during the third quarter of 2016, which resulted in a reduction of amounts allocated to definite-lived intangibles. Depreciation expense decreased by \$0.1 million during the three months ended June 30, 2017 .

Interest Expense, net. Net interest expense totaled \$8.1 million and \$8.7 million for the three months ended June 30, 2017 and 2016 , respectively. Included in the interest expense for each of the three months ended June 30, 2017 and 2016 , was \$3.7 million of deferred financing fee and loan origination discount amortization. Loan interest expense, excluding amortization, decreased \$0.5 million during the second quarter ended June 30, 2017 , compared to the second quarter of 2016 , primarily due to higher overall lower levels during the current year quarterly period ended.

Income Tax Expense. We recorded income tax expense of \$6.8 million and \$0.5 million during the three months ended June 30, 2017 and 2016 , respectively, based upon our estimated annual effective tax rates for each year. Our estimated annual effective tax rate for 2017 and 2016 reflects the impact of net unfavorable permanent book-tax differences primarily driven by stock compensation estimated for the year and an increase in the projected year-end valuation allowance related to certain state and foreign deferred tax assets.

Comparison of the results for the six months ended June 30, 2017 to the six months ended June 30, 2016 .

The operations of DonWeb.com began integrating with the existing legacy Web.com operations immediately following the closing of the acquisition on January 31, 2017. The operations of Yodle began integrating with the existing legacy Web.com operations immediately following the closing of the acquisition on March 9, 2016. As such, our results of operations including revenue is not specifically segregated subsequent to these acquisitions, nor would it be indicative of each of the standalone entities.

Included in the six months ended June 30, 2016 are adjustments for the correction of an immaterial error in the classification of infrastructure costs, which were previously classified within the cost of revenue financial statement line item but have been reclassified to technology and development. In addition, in an effort to report operating expenses in a manner more in line with functional areas and to simplify the related accounting, the Company has changed its classification of certain information technology related operating expenses from general and administrative expenses to technology and development expenses. This reclassification was applied retrospectively to all periods presented. The Company also reclassified customer support costs previously included in cost of revenue to sales and marketing on a prospective basis. See Note 1, *The Company and Summary of Significant Accounting Policies*, for a summary of the changes reflected herein.

Revenue

	Six months ended June 30,	
	2017	2016
	(unaudited, in thousands)	
Revenue:		
Subscription	367,859	329,312
Professional services and other	3,991	3,304
Total revenue	<u>\$ 371,850</u>	<u>\$ 332,616</u>

Total revenue increased to \$ 371.9 million in the six months ended June 30, 2017 from \$ 332.6 million in the six months ended June 30, 2016 . Total revenue includes \$3.0 million and \$14.6 million of unfavorable impact resulting from amortizing into revenue, deferred revenue that was recorded at fair value on the respective acquisition dates. The unfavorable impact decreased \$11.6 million during the six months ended June 30, 2017 compared to the same prior period. The remaining \$27.7 million increase in revenue during the six months ended June 30, 2017 , was driven principally from the inclusion of Yodle for the entire 2017 period compared to a partial period in 2016, as well as increases in lead generation and email revenues. These increases were partially offset by a decline in DIY products, such as hosting and website presence, in addition to lower domain and domain-related product revenues.

Subscription Revenue . Subscription revenue increased during the six months ended June 30, 2017 , to \$367.9 million from \$329.3 million during the six months ended June 30, 2016 . The increase was primarily due to the inclusion of Yodle for the entire six months ended June 30, 2017, compared to the inclusion of Yodle for the period from March 9, 2016 through June 30, 2016. In addition, subscription revenue increased due to the drivers discussed above.

Professional Services and Other Revenue. Professional services revenue increased 21% to \$4.0 million in the six months ended June 30, 2017 from \$3.3 million for the six months ended June 30, 2016 . The increase was principally driven by a higher volume of custom design professional services.

Cost of Revenue and Operating Expenses

	Six months ended June 30,	
	2017	2016
	(unaudited, in thousands)	
Cost of Revenue and Operating Expenses:		
Cost of revenue	\$ 116,450	\$ 108,809
Sales and marketing	100,141	102,562
Technology and development	34,324	32,358
General and administrative	41,108	35,296
Restructuring expense	312	914
Asset impairment	143	—
Depreciation and amortization	35,834	38,186
Total cost of revenue and operating expenses	<u>\$ 328,312</u>	<u>\$ 318,125</u>

Cost of Revenue. Cost of revenue increased 7% or \$7.6 million during the six months ended June 30, 2017 , compared to the six months ended June 30, 2016 . The increase was primarily driven by the inclusion of a full six months of costs associated with Yodle in 2017 compared to a partial period of activity in 2016. Additionally, we incurred \$1.2 million of increased software related services and higher online marketing and email costs. Offsetting the increases were declines in the following: partner-related commissions of \$2.2 million, hosting expenses of \$1.1 million, as well as lower salaries and benefits and domain-related costs.

Sales and Marketing Expenses. Sales and marketing expenses decreased 2% to \$100.1 million , or 27% of total revenue, during the six months ended June 30, 2017 from \$102.6 million , or 31% of revenue, during the six months ended June 30, 2016 . Sales and marketing expenses decreased year over year due to a decline of \$14.1 million in marketing expenses, as we strategically focused efforts on reducing certain television, online and affiliate marketing programs partially offset by the inclusion of Yodle for the entire six month period ended June 30, 2017 compared to the same prior year period and an increase in salaries and benefits.

Technology and Development Expenses. Technology and development expenses of \$34.3 million , or 9% of total revenue, increased by \$2.0 million during the six months ended June 30, 2017 , from \$32.4 million , or 10% of total revenue during the six months ended June 30, 2016 . The increase in technology and developments expenses is principally driving by the inclusion of a full six months of Yodle during the year to date period ended June 30, 2017 compared to the same prior year period. The higher costs were driven from salaries and benefits expenses.

General and Administrative Expenses. General and administrative expenses increased \$5.8 million to \$41.1 million , or 11% of total revenue, during the six months ended June 30, 2017 , as compared to \$35.3 million , or 11% of total revenue during the six months ended June 30, 2016 . The increase was due to higher general and administrative expenses resulting from the Yodle acquisition and \$6.4 million of increased incentive-based compensation. These increases were partially offset by \$3.1 million of lower corporate developments costs as a result of the complexity of the Yodle acquisition in 2016.

Restructuring Expense. For the six months ended June 30, 2017 and 2016 , restructuring expense was \$0.3 million and \$0.9 million , respectively, primarily from terminating certain Yodle employees.

Asset impairment . During the six months ended June 30, 2017 , we recorded a \$0.1 million impairment charge on our domain name inventory.

Depreciation and Amortization Expense. Depreciation and amortization expense decreased \$2.4 million to \$35.8 million during the six months ended June 30, 2017 from \$38.2 million during the six months ended June 30, 2016 . Amortization expense decreased by \$3.2 million during the six months ended June 30, 2017 as certain intangible assets became fully amortized. In addition, amortization of Yodle intangible assets was lower during the six months ended June 30, 2017 compared to same prior year period as the estimate of the intangible valuation acquired was finalized during the third quarter of 2016, which resulted in a reduction of amounts allocated to definite-lived intangibles partially offset by an increase in amortization expense as a result of reflecting a full six months of Yodle as compared to a partial period in the prior year. Depreciation expense increased by \$0.8 million during the six months ended June 30, 2017 which is driven principally by the Yodle acquisition.

Interest Expense, net. Net interest expense amounted to \$16.0 million and \$14.3 million for the six months ended June 30, 2017 and 2016 , respectively. Included in the interest expense for the six months ended June 30, 2017 and 2016 , is \$7.4 million and \$6.7 million of deferred financing fee and loan origination discount amortization, respectively. Loan interest expense, excluding amortization, increased \$1.0 million during the six months ended June 30, 2017 , compared to the six months ended 2016 , primarily due to additional debt incurred from financing the Yodle acquisition in March 2016.

Income Tax Expense. We recorded income tax expense of \$12.9 million and \$1.5 million during the six months ended June 30, 2017 and 2016 , respectively, based upon our estimated annual effective tax rates for each year. Our estimated annual effective tax rate for 2017 and 2016 reflects the impact of net unfavorable permanent book-tax differences primarily driven by stock compensation estimated for the year and an increase in the projected year-end valuation allowance related to certain state and foreign deferred tax assets.

Outlook. For the remainder of 2017, we expect stability to modest sequential growth in our non-GAAP revenue through the back half of the year driven by our value added services revenue offset by declines in DIY and domains. For the full year, we anticipate year over year growth primarily due to a full year contribution from our Yodle acquisition. We expect to generate strong cash flow from operations, which could be used to pay down debt and repurchase common shares.

Liquidity and Capital Resources

The following table summarizes total cash flows for operating, investing and financing activities for the six months ended June 30, (in thousands):

	Six months ended June 30,	
	2017	2016
	(unaudited, in thousands)	
Net cash provided by operating activities	\$ 76,966	\$ 45,288
Net cash used in investing activities	(19,160)	(312,868)
Net cash (used in) provided by financing activities	(44,792)	257,857
Effect of exchange rate changes on cash	(12)	(33)
Increase (decrease) in cash and cash equivalents	<u>\$ 13,002</u>	<u>\$ (9,756)</u>

Cash Flows

At June 30, 2017, we had \$ 33.4 million of cash and cash equivalents and \$ 189.6 million in negative working capital, as compared to \$ 20.4 million of cash and cash equivalents and \$ 209.3 million in negative working capital at December 31, 2016. The majority of the negative working capital continues to be due to significant balances of deferred revenue, partially offset by deferred expenses, which is amortized to revenue or expense rather than settled with cash. Also included in the negative working capital as of June 30, 2017 is the deferred consideration of \$22.7 million, primarily resulting from the Yodle acquisition and is payable to the sellers on March 9, 2018. We expect cash generated from operating activities to be more than sufficient to meet our future working capital and debt servicing requirements.

Net cash provided by operating activities for the six months ended June 30, 2017 increased \$31.7 million to \$77.0 million, primarily driven by the Yodle acquisition. Included in the cash provided by operating activities is \$0.8 million and \$3.9 million of acquisition-related transaction costs that were paid during the six months ended June 30, 2017 and 2016, respectively. Also contributing to the increase in cash provided by operations and synergies realized from the Yodle acquisition during the six months ended June 30, 2017 compared to the same prior year period, is the absence of funding \$6.4 million of letters of credit for Yodle operating leases that occurred during the first quarter of 2016. Partially offsetting the increases were \$3.9 million of restructuring related severance and lease payments that have been made in 2017 and an increase in cash paid for interest of \$1.9 million in the six months ended June 30, 2017 compared to the same prior period. Finally, the deferred revenue and accrued expense timing was unfavorable during the six months ended June 30, 2017 compared to the six months ended June 30, 2016.

Net cash used in investing activities during the six months ended June 30, 2017 was \$ 19.2 million, as compared to \$312.9 million in the six months ended June 30, 2016. The six months ended June 30, 2017 included a payment of \$8.6 million for 100% of the outstanding shares of DonWeb.com whereas, the six months ended June 30, 2016 included a \$300.3 million payment for the acquisition of 100% of the outstanding shares of Yodle, Inc., a leader in value added digital marketing solutions that further solidifies our position as a leading national provider in this space and \$3.0 million for the acquisition of TORCHx. See Note 2, *Business Combinations*, for additional information surrounding these acquisitions. Capital expenditures of \$10.6 million during the six months ended June 30, 2017 increased by \$2.3 million when compared to the same period prior year due to increased capitalized labor as a result of building new operational functionality that supports the consolidation of customer transactions and billing platforms, as well as, the development of a lead traffic and advertising spend value reporting platform.

Net cash used in financing activities during the six months ended June 30, 2017, reflects an \$18.9 million consideration payment made to the sellers of Yodle on March 9, 2017. The cash provided by financing activities during the six months ended June 30, 2016 includes increases in long term debt from our amended credit agreement to fund the acquisition of Yodle Inc., on March 9, 2016. During the six months ended June 30, 2017 and 2016, common stock repurchases of approximately 0.1 million and 1.0 million common shares totaling \$2.1 million and \$16.9 million, respectively, were made in connection with our stock repurchase program announced on November 5, 2014. Proceeds received from the exercise of stock options increased by \$7.8 million to \$ 9.0 million in the six months ended June 30, 2017 when compared to the same prior year period. Approximately \$ 3.6 million and \$3.2 million of cash was used to pay employee minimum tax withholding requirements in lieu of receiving common shares during the six months ended June 30, 2017 and 2016, respectively. The six months ended June 30, 2017 and 2016 included \$1.9 million and \$5.7 million of loan origination and lender fees, respectively in connection with the respective May 2017 amendment and March 2016 amendment to the credit agreement. We drew \$7.0 million on our revolving credit facility during the six months ended June 30, 2017 in anticipation of funding requirements for the consideration payment to the

sellers of Yodle and subsequently repaid the amount in April 2017. The remaining amount outstanding on the revolving credit facility was converted to additional term loan in May 2017. Payments on the term loan amounted to \$28.0 million and \$4.9 million during the six months ended June 30, 2017 and 2016, respectively.

Debt Covenants

The second amendment to the credit agreement dated May 18, 2017 continues to require that we not exceed a maximum first lien net leverage ratio and that we maintain a minimum consolidated cash interest expense to consolidated EBITDA coverage ratio as set forth in the table below. The first lien net leverage ratio is defined as the total of the outstanding consolidated first lien debt minus up to \$50.0 million of unrestricted cash and cash equivalents, divided by consolidated EBITDA. The consolidated interest coverage ratio is defined as consolidated EBITDA divided by consolidated cash interest expense. Consolidated EBITDA is defined as consolidated net income before (among other things) interest expense, income tax expense, depreciation and amortization, impairment charges, restructuring costs, changes in deferred revenue and deferred expenses, stock-based compensation expense, non-cash losses, acquisition-related costs and includes the benefit of annualized synergies due to the Yodle acquisition.

Outstanding debt as of June 30, 2017 for purposes of the First Lien Net Leverage Ratio was approximately \$371.3 million. The covenant calculations as of June 30, 2017 on a trailing 12-month basis are as follows:

Covenant Description	Covenant Requirement as of June 30, 2017	Ratio at June 30, 2017	Favorable/ (Unfavorable)
Consolidated Net Debt to EBITDA	Not greater than 3.65	1.97	1.68
Consolidated Interest Coverage Ratio	Greater than 2.00	9.59	7.59

In addition to the financial covenants listed above, the credit agreement includes customary covenants that limit (among other things) the incurrence of debt, the disposition of assets, and making of certain payments. Substantially all of our tangible and intangible assets collateralize the long-term debt as required by the credit agreement.

Stock Repurchase Plan

In October 2014, our Board of Directors authorized a plan for the repurchase of up to \$100.0 million of our outstanding common shares through December 31, 2016. In October 2016, our Board of Directors approved an increase in our current stock repurchase plan by \$100 million and extended the expiration date of the outstanding available shares to December 31, 2018. Therefore, as of June 30, 2017, there was \$108.0 million available for repurchase under this program.

The timing, price and volume of repurchases will be based on market conditions, restrictions under applicable securities laws and other factors. The repurchase program does not require us to repurchase any specific number of shares, and we may terminate the repurchase program at any time.

The repurchases may be made periodically in a variety of ways including open market purchases at prevailing market prices, in privately negotiated transactions, or pursuant to a 10b5-1 plan. See Item 2, *Issuer Repurchases of Equity Securities*, for additional information.

New Accounting Standards

See Note 1, *The Company and Summary of Significant Accounting Policies*, for a discussion of recently issued accounting pronouncements that may affect our financial results and disclosures in future periods.

Non-GAAP Financial Measures

In addition to our financial information presented in accordance with U.S. GAAP, management uses certain “non-GAAP financial measures” within the meaning of the SEC Regulation G. Generally, a non-GAAP financial measure is a numerical measure of a company's operating performance, financial position or cash flows that excludes or includes amounts that are included in or excluded from the most directly comparable measure calculated and presented in accordance with U.S. GAAP.

We believe presenting non-GAAP measures is useful to investors because it describes the operating performance of the company, excluding some recurring charges that are included in the most directly comparable measures calculated and presented in accordance with GAAP. Our management uses these non-GAAP measures as important indicators of the Company's past performance and in

planning and forecasting performance in future periods. The non-GAAP financial information we present may not be comparable to similarly-titled financial measures used by other companies, and investors should not consider non-GAAP financial measures in isolation from, or in substitution for, financial information presented in compliance with GAAP. You are encouraged to review the reconciliation of non-GAAP financial measures to GAAP financial measures included in this Quarterly Report on Form 10-Q.

Relative to each of the non-GAAP measures Web.com presents, management further sets forth its rationale as follows:

- *Non-GAAP Revenue* . Web.com excludes from non-GAAP revenue the impact of the fair value adjustment to amortized deferred revenue because management believes that excluding such measures helps management and investors better understand the Company's revenue trends.
- *Monthly average revenue per user, or ARPU* . ARPU is a metric the Company measures on a quarterly basis. The Company defines ARPU as quarterly non-GAAP subscription revenue divided by the average of the number of subscribers at the beginning of the quarter and the number of subscribers at the end of the quarter, divided by three months. The Company excludes from subscription revenue the impact of the fair value adjustments to deferred revenue resulting from acquisition-related write downs.

In respect of the foregoing, Web.com provides the following supplemental information to provide additional context for the use and consideration of the non-GAAP financial measures used in this quarterly report Form 10-Q:

- *Fair value adjustment to deferred revenue* . Web.com has recorded fair value adjustments to acquired deferred revenue in accordance with ASC 805-10-65. Web.com excludes the impact of these adjustments from its non-GAAP revenue measures, because doing so results in non-GAAP revenue which are more reflective of ongoing operating results and more comparable to historical operating results, since the majority of the Company's revenue is recurring subscription revenue. Excluding the fair value adjustment to deferred revenue facilitates management's internal comparisons to Web.com's historical operating results.

Web.com Group, Inc.		
Reconciliations of GAAP to Non-GAAP Results		
(in thousands, except for per share data)		
(unaudited)		
	Three months ended June 30,	
	2017	2016
Reconciliation of GAAP revenue to non-GAAP subscription revenue used in ARPU		
GAAP revenue	\$ 186,731	\$ 187,818
Fair value adjustment to deferred revenue	1,328	6,038
Non-GAAP revenue	\$ 188,059	\$ 193,856
Professional services and other revenue	(2,220)	(1,606)
Non-GAAP subscription revenue used in ARPU	\$ 185,839	\$ 192,250
Average subscribers <i>(in thousands)</i>	3,497	3,433
ARPU (Non-GAAP subscription revenue per subscriber over 3 month period)	\$ 17.72	\$ 18.66

Contractual Obligations and Commitments

We have no material changes outside the ordinary course of business to the Contractual Obligations table as presented in Item 7 - *Management's Discussion and Analysis of Financial Condition and Results of Operations* of our 2016 Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 28, 2017.

Off-Balance Sheet Arrangements

As of June 30, 2017 and December 31, 2016, we did not have any relationships with unconsolidated entities or financial partnerships, such as entities often referred to as structured finance or special purpose entities, which would have been established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

There have not been any material changes to the disclosure about market risk since the year ended December 31, 2016. For a full description of our disclosures about market risk, see Item 7A — *Quantitative and Qualitative Disclosures About Market Risk*, in our 2016 Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 28, 2017.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures.

Based on their evaluation as of June 30, 2017, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended) were effective at the reasonable assurance level to ensure that the information required to be disclosed by us in this quarterly report on Form 10-Q was recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules, and that such information is accumulated and communicated to us to allow timely decisions regarding required disclosures.

Our disclosure controls and procedures are designed to provide reasonable assurance of achieving their objectives. Our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls and procedures or our internal controls will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within our Company have been detected.

Changes in Internal Controls Over Financial Reporting.

There have been no changes in our internal controls over financial reporting during the quarter ended June 30, 2017 that have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings.

From time to time, the Company and its subsidiaries receive inquiries from foreign, federal, state and local regulatory authorities or are named as defendants in various legal actions that are incidental to our business and arise out of or are related to claims made in connection with our marketing practices, customer and vendor contracts and employment related disputes. We believe that the resolution of these investigations, inquiries or legal actions will not have a material adverse effect on our financial position, marketing practices or results of operations. There were no material legal matters for which a loss was reasonably possible or estimable at June 30, 2017.

Item 1A. Risk Factors.

In evaluating Web.com and our business, you should carefully consider the risks and uncertainties set forth below, together with all of the other information in this report. The following risks should be read in conjunction with our "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes. The risks and uncertainties described below are not the only ones we face. If any of the following risks occur, our business, financial condition, operating results, and prospects could be materially harmed. In that event, the price of our common stock could decline, and you could lose part or all of your investment.

The risks relating to our business and industry, as set forth in our Annual Report on Form 10-K for the year ended December 31, 2016, filed with the Securities and Exchange Commission on February 28, 2017, are set forth below and are unchanged substantively at June 30, 2017 .

Our operating results are difficult to predict and fluctuations in our performance may result in volatility in the market price of our common stock.

Due to our evolving business model and the unpredictability of our evolving industry our operating results are difficult to predict. We expect to experience fluctuations in our operating and financial results due to a number of factors, such as:

- our ability to retain and increase sales to existing customers, attract new customers and satisfy our customers' requirements;
- the renewal rates and renewal terms for our services;
- changes in our pricing policies;
- the introduction of new services and products by us or our competitors;
- our ability to hire, train and retain members of our sales force;
- the rate of expansion and effectiveness of our sales force;
- technical difficulties or interruptions in our services;
- general economic conditions;
- additional investment in our services or operations;
- our ability to successfully identify acquisition targets and integrate acquired businesses and technologies; and
- our success in maintaining and adding strategic marketing relationships.

These factors and others all tend to make the timing and amount of our revenue unpredictable and may lead to greater period-to-period fluctuations in revenue than we have experienced historically.

Additionally, in light of current global and U.S. economic conditions, we believe that our quarterly revenue and results of operations are likely to vary significantly in the future and that period-to-period comparisons of our operating results may not be meaningful. The results of one quarter may not be relied on as an indication of future performance. If our quarterly revenue or results of operations fall below the expectations of investors or securities analysts, the price of our common stock could decline substantially.

We may expand through acquisitions of, or investments in, other companies or technologies, which may result in additional dilution to our stockholders, consume resources that may be necessary to sustain our business and increase debt for funding acquisitions.

One of our business strategies is to acquire complementary services, technologies or businesses. In connection with one or more of those transactions, we may:

- issue additional equity securities that would dilute our stockholders;
- use cash that we may need in the future to operate our business; and
- incur debt that could have terms unfavorable to us or that we might be unable to repay.

Business acquisitions also involve the risk of unknown liabilities associated with the acquired business. In addition, we may not realize the anticipated benefits of any acquisition, including securing the services of key employees. Incurring unknown liabilities or the failure to realize the anticipated benefits of an acquisition could seriously harm our business.

The failure to integrate successfully the businesses of Web.com and an acquired company, if any, in the future within the expected timeframe would adversely affect the combined company's future results.

One of our business strategies is to acquire complementary services, technologies or businesses. The success of any future acquisitions, including our acquisitions of Yodle, TORCHx and DonWeb, will depend, in large part, on the ability of the combined company to realize the anticipated benefits, including annual net operating synergies, from combining the businesses of Web.com and the acquired company. To realize these anticipated benefits, the combined company must successfully integrate the businesses of Web.com and an acquired company. This integration will be complex and time consuming.

The failure to integrate successfully and to manage successfully the challenges presented by the integration process may result in the combined company's failure to achieve some or all of the anticipated benefits of the acquisition.

Potential difficulties that may be encountered in the integration process include the following:

- lost sales and customers as a result of customers of either of the two companies deciding not to do business with the combined company;
- complexities associated with managing the larger, more complex, combined business;
- integrating personnel from the two companies while maintaining focus on providing consistent, high quality services and products;
- potential unknown liabilities and unforeseen expenses, delays or regulatory conditions associated with the acquisition; and
- performance shortfalls at one or both of the companies as a result of the diversion of management's attention caused by completing the acquisition and integrating the companies' operations.

Successful integration of Web.com's and an acquired company's operations, products and personnel may place a significant burden on the combined company's management and internal resources. Challenges of integration include the combined company's ability to incorporate acquired products and business technology into its existing product offerings, and its ability to sell the acquired products through Web.com's existing or acquired sales channels. Web.com may also experience difficulty in effectively integrating the different cultures and practices of the acquired company, as well as in assimilating its' broad and geographically dispersed personnel. Further, the difficulties of integrating the acquired company could disrupt the combined company's ongoing business, distract its management focus from other opportunities and challenges, and increase the combined company's expenses and working capital requirements. The diversion of management attention and any difficulties encountered in the transition and integration process could harm the combined company's business, financial condition and operating results.

We rely heavily on the reliability, security, and performance of our internally developed systems and operations, and any difficulties in maintaining these systems may result in service interruptions, decreased customer service, or increased expenditures.

The software and workflow processes that underlie our ability to deliver our web services and products have been developed primarily by our own employees. The reliability and continuous availability of these internal systems are critical to our business, and any interruptions that result in our inability to timely deliver our web services or products, or that materially impact the efficiency or cost with which we provide these web services and products, would harm our reputation, profitability, and ability to conduct business. In addition, many of the software systems we currently use will need to be enhanced over time or replaced with equivalent commercial products, either of which could entail considerable effort and expense. If we fail to develop and execute reliable policies, procedures, and tools to operate our infrastructure, we could face a substantial decrease in workflow efficiency and increased costs, as well as a decline in our revenue.

System and Internet failures could harm our reputation, cause our customers to request reimbursement for services paid for and not received or cause our customers to seek another provider for services.

We must be able to operate the systems that manage our network around the clock without interruption. Our operations depend upon our ability to protect our network infrastructure, equipment, and customer files against damage from human error, fire, earthquakes, hurricanes, floods, power loss, telecommunications failures, sabotage, intentional acts of vandalism and similar events. Our networks are currently subject to various points of failure. For example, a problem with one of our routers (devices that move information from one computer network to another) or switches could cause an interruption in the services that we provide to some or all of our customers. In the past, we have experienced periodic interruptions in service. We have also experienced, and in the future we may again experience, delays or interruptions in service as a result of the accidental or intentional actions of Internet users, current and former employees, or others. Any future interruptions could:

- cause customers or end users to seek damages for losses incurred;
- require us to replace existing equipment or add redundant facilities;
- damage our reputation for reliable service;
- cause existing customers to cancel their contracts; or
- make it more difficult for us to attract new customers.

We have been adversely affected by information security breaches and cyber security attacks and could be adversely affected by breaches or attacks in the future.

Information security risks have generally increased in recent years, in part because of the proliferation of new technologies and the use of the Internet, and the increased sophistication and activities of organized crime, hackers, terrorists, activists, and other external parties, some of which may be linked to terrorist organizations or hostile foreign governments. Our web services involve the storage and transmission of our customers' and employees' proprietary information. Our business relies on our digital technologies, computer and email systems, software, and networks to conduct its operations. Our technologies, systems and networks may become the target of criminal cyberattacks or information security breaches that could result in the unauthorized release, gathering, monitoring, misuse, loss or destruction of confidential, proprietary and other information of Web.com or third parties with whom we deal, or otherwise disrupt our or our customers' or other third parties' business operations. It is critical to our business strategy that our facilities and infrastructure remain secure and are perceived by the marketplace to be secure. Although we employ appropriate security technologies (including data encryption processes, intrusion detection systems), and conduct comprehensive risk assessments and other internal control procedures to assure the security of our customers' data, we cannot guarantee that these measures will be sufficient for this purpose.

For example, on August 13, 2015, we were subject to an unauthorized breach of one of our computer systems. As a result of this attack, the credit card information of approximately 93,000 customers (of the company's over 3.3 million customers) may have been compromised. If our security measures are breached again as a result of third-party action, employee error or otherwise, and as a result our customers' data becomes available to unauthorized parties, we could incur liability and our reputation would be damaged, which could lead to the loss of current and potential customers. If we experience any breaches of our network security or sabotage, we might be required to expend significant capital and other resources to detect, remedy, protect against or alleviate these and related problems, and we may not be able to remedy these problems in a timely manner, or at all. Because techniques used by outsiders to obtain unauthorized network access or to sabotage systems change frequently and generally are not recognized until launched against a target, we may be unable to anticipate these techniques or implement adequate preventative measures. As cyber threats continue to evolve, we may be required to expend significant additional resources to continue to modify or enhance our protective measures or to investigate and remediate any information security vulnerabilities. Although we have insurance in place that covers such incidents, the cost of a breach or cyberattack could well exceed any such insurance coverage.

Our servers are also frequently subjected to denial of service attacks and other attempts to disrupt traffic to ours and our customers' websites. Although we have been able to minimize these disruptions in the past, there is no guarantee that we will be able to do so successfully in the future. Our customers and employees have been and will continue to be targeted by parties using fraudulent "spoof" and "phishing" emails to misappropriate personal information or to introduce viruses or other malware through "trojan horse" programs to our users' computers. These emails appear to be legitimate emails sent by us, but direct recipients to fake websites operated by the sender of the email or request that the recipient send a password or other confidential information through email or download malware. Despite our efforts to mitigate "spoof" and "phishing" emails through product improvements and user education, "spoof" and "phishing" activities remain a serious problem that may damage our brands, discourage use of our websites and services and increase our costs.

We could become involved in claims, lawsuits or investigations that may result in adverse outcomes.

We may become a target of government investigations, private claims, or lawsuits, involving but not limited to general business, patent, or employee matters, including consumer class actions challenging our business practices. Such proceedings may initially be viewed as immaterial but could prove to be material. Litigation is inherently unpredictable, and excessive verdicts do occur. Adverse outcomes could result in significant monetary damages, including indemnification payments, or injunctive relief that could adversely affect our ability to conduct our business. Given the inherent uncertainties in litigation, even when we are able to reasonably estimate the amount of possible loss or range of loss and therefore record an aggregate litigation accrual for probable and reasonably estimable loss contingencies, the accrual may change in the future due to new developments or changes in approach. In addition, such investigations, claims and lawsuits could involve significant expense or divert management's attention and resources from other matters.

If we cannot adapt to technological advances, our web services and products may become obsolete and our ability to compete would be impaired.

Changes in our industry occur very rapidly, including changes in the way the Internet operates or is used by small businesses and their customers. As a result, our web services and products could become obsolete quickly. The introduction of competing products employing new technologies and the evolution of new industry standards could render our existing products or services obsolete and unmarketable. To be successful, our web services and products must keep pace with technological developments and evolving industry standards, address the ever-changing and increasingly sophisticated needs of our customers, and achieve market acceptance. If we are unable to develop new web services or products, or enhancements to our

web services or products, on a timely and cost-effective basis, or if our new web services or products or enhancements do not achieve market acceptance, our business would be seriously harmed.

Mobile devices are increasingly being used to access the Internet, and our cloud-based and mobile support products may not operate or be as effective when accessed through these devices, which could harm our business.

We offer our products across several operating systems and through the Internet. Mobile devices, such as smartphones and tablets, are increasingly being used as the primary means for accessing the Internet and conducting e-commerce. We are dependent on the functionality of our products with third-party mobile devices and mobile operating systems, as well as web browsers that we do not control. Any changes in such devices, systems or web browsers that impact the functionality of our products or give preferential treatment to competitive products could adversely affect usage of our products. In addition, because a growing number of our customers access our products through mobile devices, we are dependent on the interoperability of our products with mobile devices and operating systems. Improving mobile functionality is integral to our long-term product development and growth strategy. In the event that our customers have difficulty accessing and using our products on mobile devices, our customer growth, business and operating results could be adversely affected.

Our failure to build and maintain brand awareness could compromise our ability to compete and to grow our business.

As a result of the highly competitive nature of our market, and the likelihood that we will face competition from new entrants, we believe our own brand name recognition and reputation are important. If we do not continue to build and maintain brand awareness, we could be placed at a competitive disadvantage to companies whose brands are more recognizable than ours.

Providing web services and products to small businesses designed to allow them to Internet-enable their businesses is a fragmented and changing market; if this market fails to grow, we will not be able to grow our business.

Our success depends on a significant number of small businesses outsourcing website design, hosting, and management as well as adopting other online business solutions. The market for our web services and products is relatively fragmented and constantly changing. Custom website development has been the predominant method of Internet enablement, and small businesses may be slow to adopt our template-based web services and products. Further, if small businesses determine that having an online presence is not giving their businesses any advantages, they would be less likely to purchase our web services and products. If the market for our web services and products fails to grow or grows more slowly than we currently anticipate, or if our web services and products fail to achieve widespread customer acceptance, our business would be seriously harmed.

A portion of our web services are sold on a month-to-month basis, and if our customers are unable or choose not to subscribe to our web services, our revenue may decrease.

A portion of our web service offerings are sold pursuant to month-to-month subscription agreements and our customers generally can cancel their subscriptions to our web services at any time with little or no penalty.

There are a variety of factors, which have in the past led, and may in the future lead, to a decline in our subscription renewal rates. These factors include the cessation of our customers' businesses, the overall economic environment in the United States and its impact on small businesses, the services and prices offered by us and our competitors, and the evolving use of the Internet by small businesses. If our renewal rates are low or decline for any reason, or if customers demand renewal terms less favorable to us, our revenue may decrease, which could adversely affect our financial performance.

We were profitable for the years ended December 31, 2016 and 2015 and the three and six months ended June 30, 2017, but we were not profitable for the years ended December 31, 2014, and 2013 and the three and six months ended June 30, 2016 and we may not be profitable in the future.

We were profitable for the years ended December 31, 2016 and 2015 and the three and six months ended June 30, 2017, but we were not profitable for the years ended December 31, 2014, and 2013 and the three and six months ended June 30, 2016 and we may not be profitable in the future. As of June 30, 2017, we had an accumulated deficit of approximately \$234.1 million. We expect that our expenses relating to the sale and marketing of our web services, technology improvements and general and administrative functions, as well as the costs of operating and maintaining our technology infrastructure, will remain consistent as a percentage of revenue. Accordingly, we may need to maintain or increase our revenue levels to be able to continue to maintain profitability. We may not be able to reduce in a timely manner or maintain our expenses in response to any decrease in our revenue, and our failure to do so would adversely affect our operating results and our level of profitability.

If Internet usage does not grow or if the Internet does not continue to be the standard for eCommerce, our business may suffer.

Our success depends upon the continued development and acceptance of the Internet as a widely used medium for eCommerce and communication. Rapid growth in the uses of, and interest in, the Internet is a relatively recent phenomenon and its continued growth cannot be assured. A number of factors could prevent continued growth, development and acceptance, including:

- the unwillingness of companies and consumers to shift their purchasing from traditional vendors to online vendors;
- the Internet infrastructure may not be able to support the demands placed on it, and its performance and reliability may decline as usage grows;
- security and authentication issues may create concerns with respect to the transmission over the Internet of confidential information; and
- privacy concerns, including those related to the ability of websites to gather user information without the user's knowledge or consent, may impact consumers' willingness to interact online.

Any of these issues could slow the growth of the Internet, which could limit our growth and revenues.

Charges to earnings resulting from acquisitions may adversely affect our operating results.

One of our business strategies is to acquire complementary services, technologies or businesses and we have a history of such acquisitions. Under applicable accounting, we allocate the total purchase price of a particular acquisition to an acquired company's net tangible assets and intangible assets based on their fair values as of the date of the acquisition, and record the excess of the purchase price over those fair values as goodwill. Our management's estimates of fair value are based upon assumptions believed to be reasonable but are inherently uncertain. Going forward, the following factors, among others, could result in material charges that would adversely affect our financial results:

- impairment of goodwill and/or intangible assets;
- charges for the amortization of identifiable intangible assets and for stock-based compensation;
- accrual of newly identified pre-merger contingent liabilities that are identified subsequent to the finalization of the purchase price allocation; and
- charges to eliminate certain of our pre-merger activities that duplicate those of the acquired company or to reduce our cost structure.

Additional costs may include costs of employee redeployment, relocation and retention, including salary increases or bonuses, accelerated amortization of deferred equity compensation and severance payments, reorganization or closure of facilities, taxes and termination of contracts that provide redundant or conflicting services. Some of these costs may have to be accounted for as expenses that would decrease our net income and earnings per share for the periods in which those adjustments are made.

In the future, we may be unable to generate sufficient cash flow to satisfy our debt service obligations.

As of June 30, 2017, we had \$404.7 million of aggregate principal amount of our Term Loan and no amounts drawn on our Revolving Credit Facility (defined in Note 6, *Long-Term Debt*) and \$258.8 million aggregate principal amount of 1.00% Senior Convertible Notes due August 15, 2018 ("2018 Notes") outstanding. Our ability to generate cash flow from operations to make principal and interest payments on our debt will depend on our future performance, including the operations of Yodle upon the consummation of that transaction, which will be affected by a range of economic, competitive and business factors. If our operations do not generate sufficient cash flow from operations to satisfy our debt service obligations, we may need to seek additional capital to make these payments or undertake alternative financing plans, such as refinancing or restructuring our debt, selling assets or reducing or delaying capital investments and acquisitions. We cannot assure you that such additional capital or alternative financing will be available on favorable terms, if at all. Our inability to generate sufficient cash flow from operations or obtain additional capital or alternative financing on acceptable terms could harm our business, financial condition and results of operations. We may also choose to use cash flow from operations to repurchase shares of our common stock which would otherwise be available to pay down long-term debt.

Weakened global economic conditions may harm our industry, business and results of operations.

Our overall performance depends in part on worldwide economic conditions, which may remain challenging for the foreseeable future. Global financial developments, such as the United Kingdom's decision to exit the European Monetary Union, may adversely impact the economy of the European Union, seemingly unrelated to us or our industry may harm us. The United

States and other key international economies have been impacted by falling demand for a variety of goods and services, poor credit, restricted liquidity, reduced corporate profitability, volatility in credit, equity and foreign exchange markets, bankruptcies, and overall uncertainty with respect to the economy. These conditions affect spending and could adversely affect our customers' ability or willingness to purchase our service, delay prospective customers' purchasing decisions, reduce the value or duration of their subscriptions, or affect renewal rates, all of which could harm our operating results.

Our existing and target customers are small businesses. These businesses may be more likely to be significantly affected by economic downturns than larger, more established businesses. For instance, a financial crisis affecting the banking system or financial markets or the possibility that financial institutions may consolidate or go out of business would result in a tightening in the credit markets, which could limit our customers' access to credit. Additionally, these customers often have limited discretionary funds, which they may choose to spend on items other than our web services and products. If small businesses experience economic hardship, or if they behave more conservatively in light of the general economic environment, they may be unwilling or unable to expend resources to develop their online presences, which would negatively affect the overall demand for our services and products and could cause our revenue to decline.

If we fail to comply with the established rules of credit card associations, we will face the prospect of financial penalties and could lose our ability to accept credit card payments from customers, which would adversely affect our business and financial condition.

A substantial majority of our revenue originates from online credit card transactions. Under credit card association rules, penalties may be imposed at the discretion of the association. Any such potential penalties would be imposed on our credit card processor by the association. Under our contract with our processor, we are required to reimburse our processor for such penalties. We face the risk that one or more credit card associations may, at any time, assess penalties against us or terminate our ability to accept credit card payments from customers, which would have a material adverse effect on our business, financial condition and results of operations.

Our data centers are maintained by third parties. A disruption in the ability of one of these service providers to provide service to us could cause a disruption in service to our customers.

A substantial portion of the network services and computer servers we utilize in the provision of services to customers are housed in data centers owned by other service providers. In particular, a significant number of our servers are housed in data centers in Atlanta, Georgia, Jacksonville, Florida and New York, New York. We obtain Internet connectivity for those servers, and for the customers who rely on those servers, in part through direct arrangements with network service providers and in part indirectly through the owners of those data centers. We also utilize other third-party data centers in other locations. In the future, we may house other servers and hardware items in facilities owned or operated by other service providers.

A disruption in the ability of one of these service providers to provide service to us could cause a disruption in service to our customers. A service provider could be disrupted in its operations through a number of contingencies, including unauthorized access, computer viruses, accidental or intentional actions, electrical disruptions, and other extreme conditions. Although we believe we have taken adequate steps to protect our business through contractual arrangements with our service providers, we cannot eliminate the risk of a disruption in service resulting from the accidental or intentional disruption in service by a service provider. Any significant disruption could cause significant harm to us, including a significant loss of customers. In addition, a service provider could raise its prices or otherwise change its terms and conditions in a way that adversely affects our ability to support our customers or could result in a decrease in our financial performance.

We face intense and growing competition. If we are unable to compete successfully, our business will be seriously harmed.

The market for our web services and products is highly competitive and is characterized by relatively low barriers to entry. Our competitors vary in terms of their size and what services they offer. We encounter competition from a wide variety of company types, including:

- website design and development service and software companies;
- Internet service providers and application service providers;
- Internet search engine providers;
- local business directory providers;
- website domain name providers and hosting companies; and
- eCommerce platform and service providers.

In addition, due to relatively low barriers to entry in our industry, we expect the intensity of competition to increase in the future from both established and emerging companies. Increased competition may result in reduced gross margins, the loss of market share, or other changes which could seriously harm our business. We also expect that competition will increase as a result of industry consolidations and formations of alliances among industry participants.

Many of our current and potential competitors have longer operating histories, significantly greater financial, technical, marketing and other resources, greater brand recognition and, we believe, a larger installed base of customers. These competitors may be able to adapt more quickly to new or emerging technologies and changes in customer requirements. They may also be able to devote greater resources to the promotion and sale of their services and products than we can. If we fail to compete successfully against current or future competitors, our revenue could increase less than anticipated or decline and our business could be harmed.

We might require additional capital to support our growth, and this capital might not be available on acceptable terms or at all.

We intend to continue to make investments to support our business growth and may require additional funds to respond to business challenges, including the need to develop new services and products, enhance our existing web services, or our operating infrastructure and acquire complementary businesses and technologies. Accordingly, we may need to engage in equity or debt financings to secure additional funds.

In the event of another global financial crisis, such as the one experienced in 2008, which included, among other things, significant reductions in available capital from banks and other providers of credit and substantial reductions or fluctuations in equity and currency values worldwide, may make it difficult for us to obtain additional financing on terms favorable to us, if at all. If we raise additional funds through further issuances of equity or convertible debt securities, our existing stockholders could suffer significant dilution, and any new equity securities we issue could have rights, preferences and privileges superior to those of our common stock. Any debt financing secured by us in the future could involve restrictive covenants relating to our capital raising activities and other financial and operational matters, which may make it more difficult for us to obtain additional capital and to pursue business opportunities, including potential acquisitions. If we are unable to obtain adequate financing or financing on terms satisfactory to us, when we require it, our ability to continue to support our business growth and to respond to business challenges could be significantly impaired.

We are subject to export control and economic sanctions laws that could impair our ability to compete in international markets and subject us to liability if we are not in full compliance with applicable laws.

Our business activities are subject to various restrictions under U.S. export controls and trade and economic sanctions laws, including the U.S. Commerce Department's Export Administration Regulations and economic and trade sanctions regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control, or OFAC. If we fail to comply with these laws and regulations, we could be subject to civil or criminal penalties and reputational harm. U.S. export control laws and economic sanctions laws also prohibit certain transactions with U.S. embargoed or sanctioned countries, governments, persons and entities.

Our business depends in part on our ability to continue to provide value-added web services and products, many of which we provide through agreements with third parties. Our business will be harmed if we are unable to provide these web services and products in a cost-effective manner.

A key element of our strategy is to combine a variety of functionalities in our web service offerings to provide our customers with comprehensive online solutions, such as Internet search optimization, local yellow pages listings, and eCommerce capabilities. We provide many of these services through arrangements with third parties, and our continued ability to obtain and provide these services at a low cost is central to the success of our business. For example, we currently have agreements with several service providers that enable us to provide, at a low cost, Internet yellow pages advertising. However, these agreements may be terminated on short notice, typically 30 to 90 days, without penalty. If any of these third parties were to terminate their relationships with us, or to modify the economic terms of these arrangements, we could lose our ability to provide these services at a cost-effective price to our customers, which could cause our revenue to decline or our costs to increase.

The Company's ability to use its net operating loss carry forwards ("NOLs") to offset future taxable income may be limited if taxable income does not reach sufficient levels, or as a result of a change in control which could limit available NOLs.

As of December 31, 2016, the Company had U.S. Federal NOLs of approximately \$290.5 million, which includes \$72 million from Yodle pre-acquisition periods, available to offset future taxable income and expire between 2020 and 2035. In connection

with the Company's adoption of ASU 2016-09 in the first quarter of 2017, these NOLs include \$77.1 million related to excess tax benefits for stock-based compensation deductions. See Note 1 for additional information. These NOLs are subject to various limitations under Section 382 of the Internal Revenue Code of 1986, as amended (the "Code"). Accordingly, the Company estimates that at least \$236.9 million of these NOLs will be available during the carry forward period based on our existing Section 382 limitations.

If the Company experiences any future "ownership change" as defined in Section 382 of the Code, the Company's ability to utilize its U.S. Federal NOLs could be further limited. Similar results could apply to our U.S. state NOLs because the states in which we operate generally follow Section 382.

As of December 31, 2016, the Company also had \$51.5 million of NOLs in the United Kingdom ("UK") related to Scoot, of which the substantial portion was incurred in pre-acquisition periods. Although not subject to expiration, pre-acquisition NOLs could be eliminated under certain circumstances, as determined under applicable tax laws in the United Kingdom, in the 3 year periods both before and after the acquisition date. Although the Company does not believe the pre-acquisition NOLs are subject to any such limitations to date, future activities could subject these NOLs to limitation. As of December 31, 2016, the Company's valuation allowance includes \$50.4 million of these NOLs as it is not more likely than not that this portion of the NOLs will be realized based on the expected reversals of existing deferred tax liabilities. The net tax values related to UK NOLs and related valuation allowance decreased as a result of changes in foreign exchange and tax rates during the year.

The Company's ability to use its NOLs will also depend on the amount of taxable income generated in future periods. The U.S. NOLs may expire before the Company can generate sufficient taxable income to utilize the NOLs.

The accounting method for convertible debt securities that may be settled in cash, such as the 2018 Notes, could have a material effect on our reported financial results.

Under ASC 470-20, an entity must separately account for the liability and equity components of the convertible debt instruments (such as the 2018 Notes) that may be settled entirely or partially in cash upon conversion in a manner that reflects the issuer's economic interest cost. The effect of ASC 470-20 on the accounting for the 2018 Notes is that the equity component is required to be included in the additional paid-in-capital section of stockholders' equity on our consolidated balance sheet, and the value of the equity component would be treated as original issue discount for purposes of accounting for the debt component of the 2018 Notes. As a result, we will be required to record a greater amount of non-cash interest expense from the amortization of the discounted carrying value of the 2018 Notes to their face amount over the term of the 2018 Notes. We will also report lower net income or increased net loss in our financial results, the trading price of our common, and the trading price of the 2018 Notes.

In addition, under certain circumstances, convertible debt instruments (such as the 2018 Notes) that may be settled entirely or partly in cash may be accounted for utilizing the treasury stock method, the effect of which is that the shares that would be issuable upon conversion of the 2018 Notes are not included in the calculation of diluted earnings per share except to the extent the conversion value of the 2018 Notes exceeds their principal amount. Under the treasury stock method, for diluted earnings per share purposes, the transaction is accounted for as if the number of shares of common stock that would be necessary to settle such excess, if we elected to settle such excess in shares, are issued. We cannot be sure that the accounting standards in the future will continue to permit our use the treasury stock method. If we are unable to use the treasury stock method in accounting for the shares issuable upon conversion of the 2018 Notes, then our diluted earnings per share may be adversely affected.

Any growth could strain our resources and our business may suffer if we fail to implement appropriate controls and procedures to manage our growth.

Growth in our business may place a strain on our management, administrative, and sales and marketing infrastructure. If we fail to successfully manage our growth, our business could be disrupted, and our ability to operate our business profitably could suffer. Growth in our employee base may be required to expand our customer base and to continue to develop and enhance our web service and product offerings. To manage growth of our operations and personnel, we will need to enhance our operational, financial, and management controls and our reporting systems and procedures. This will require additional personnel and capital investments, which will increase our cost base. The growth in our fixed cost base may make it more difficult for us to reduce expenses in the short term to offset any shortfalls in revenue.

If we fail to maintain an effective system of internal controls, we may not be able to accurately or timely report our financial results, which could cause our stock price to fall or result in our stock being delisted.

Effective internal controls are necessary for us to provide reliable and accurate financial reports. We will need to devote significant resources and time to comply with the requirements of Sarbanes-Oxley with respect to internal control over

financial reporting. In addition, Section 404 under Sarbanes-Oxley requires that we assess and our auditors attest to the design and operating effectiveness of our internal control over financial reporting. Our ability to comply with the annual internal control report requirement in future years will depend on the effectiveness of our financial reporting and data systems and controls across our company and our operating subsidiaries. We expect these systems and controls to become increasingly complex as we integrate acquisitions and our business grows. To effectively manage this complexity, we will need to continue to improve our operational, financial, and management controls and our reporting systems and procedures. Any failure to implement required new or improved controls, or difficulties encountered in the implementation or operation of these controls, could harm our operating results or cause us to fail to meet our financial reporting obligations, which could adversely affect our business and jeopardize our listing on the NASDAQ Global Select Market, either of which would harm our stock price.

We dependent on our executive officers, and the loss of any key personnel may compromise our ability to successfully manage our business and pursue our growth strategy.

Our future performance depends largely on the continuing service of our executive officers and senior management team, especially that of David Brown, our Chief Executive Officer. Our executives are not contractually obligated to remain employed by us. Accordingly, any of our key employees could terminate their employment with us at any time without penalty and may go to work for one or more of our competitors after the expiration of their non-compete period. The loss of one or more of our executive officers could make it more difficult for us to pursue our business goals and could seriously harm our business.

Our growth will be adversely affected if we cannot continue to successfully retain, hire, train, and manage our key employees, particularly in the telesales and customer service areas.

Our ability to successfully pursue our growth strategy will depend on our ability to attract, retain, and motivate key employees across our business. We have many key employees throughout our organization that do not have non-competition agreements and may leave to work for a competitor at any time. In particular, we are substantially dependent on our telesales and customer service employees to obtain and service new customers. Competition for such personnel and others can be intense, and there can be no assurance that we will be able to attract, integrate, or retain additional highly qualified personnel in the future. In addition, our ability to achieve significant growth in revenue will depend, in large part, on our success in effectively training sufficient personnel in these two areas. New hires require significant training and in some cases may take several months before they achieve full productivity, if they ever do. Our recent hires and planned hires may not become as productive as we would like, and we may be unable to hire sufficient numbers of qualified individuals in the future in the markets where we have our facilities. If we are not successful in retaining our existing employees, or hiring, training and integrating new employees, or if our current or future employees perform poorly, growth in the sales of our services and products may not materialize and our business will suffer.

Increases in payment processing fees, changes to operating rules, the acceptance of new types of payment methods or payment fraud could increase our operating expenses and adversely affect our business and results of operations.

Our customers pay for our services predominately using credit and debit cards (together, "payment cards"). Our acceptance of these payment cards requires our payment of certain fees. From time to time, these fees may increase, either as a result of rate changes by the payment processing companies or as a result of a change in our business practices which increase the fees on a cost-per-transaction basis. Such increases may adversely affect our results of operations.

As our services continue to evolve and expand internationally, we will likely explore accepting various forms of payment, which may have higher fees and costs than our currently accepted payment methods. In addition, if more of our customers utilize higher cost payment methods, our payment costs could increase and our results of operations could be adversely impacted.

Furthermore, we do not obtain signatures from customers in connection with their use of payment methods. To the extent we do not obtain customer signatures, we may be liable for fraudulent payment transactions, even when the associated financial institution approves payment of the orders.

From time to time, fraudulent payment methods are used to obtain service. While we do have certain safeguards in place, we nonetheless experience some fraudulent transactions. The costs to us of these fraudulent transaction includes the costs of implementing as well as updating our safeguards. These fraudulent accounts also increase our bad debt expense and complicate our forecasting efforts as they result in almost 100% customer loss when they are discovered. We do not currently carry insurance against the risk of fraudulent payment transactions. A failure to adequately control fraudulent payment transactions may harm our business and results of operations.

Our business could be affected by new governmental regulations regarding the Internet.

To date, government regulations have not materially restricted the use of the Internet in most parts of the world. The legal and regulatory environment pertaining to the Internet, however, is uncertain and may change. New laws may be passed, existing but previously inapplicable or unenforced laws may be deemed to apply to the Internet or regulatory agencies may begin to rigorously enforce such formerly unenforced laws, or existing legal safe harbors may be narrowed, both by U.S. federal or state governments and by governments of foreign jurisdictions. These changes could affect:

- the liability of online resellers for actions by customers, including fraud, illegal content, spam, phishing, libel and defamation, infringement of third-party intellectual property and other abusive conduct;
- other claims based on the nature and content of Internet materials;
- user privacy and security issues;
- consumer protection;
- sales taxes by the states in which we sell certain of our products and other taxes, including the value-added tax of the European Union member states, which could impact how we conduct our business by requiring us to set up processes to collect and remit such taxes and could increase our sales audit risk;
- characteristics and quality of services; and
- cross-border eCommerce.

The adoption of any new laws or regulations, or the application or interpretation of existing laws or regulations to the Internet, could hinder growth in use of the Internet and online services generally, and decrease acceptance of the Internet and online services as a means of communication, e-commerce and advertising. In addition, such changes in laws could increase our costs of doing business, subject our business to increased liability or prevent us from delivering our services over the Internet, thereby harming our business and results of operations.

Changes in legislation or governmental regulations, policies or standards applicable to our product offerings may have a significant impact on our ability to compete in our target markets.

The telecommunications industry is regulated by the Federal Communications Commission ("FCC") in the U.S. While most such regulations do not affect us directly, certain of those regulations may affect our product offerings. For example, effective October 16, 2013, FCC rules were adopted to require companies to obtain prior express written consent from consumers before calling them with prerecorded telemarketing "robocalls" or before using an autodialer to call their wireless numbers with telemarketing messages unless an unambiguous written consent is obtained before the telemarketing call or text message. If we are unable to satisfy such FCC rules, we could be prevented from providing such product offering to our customers, which could materially and adversely affect our future revenues.

Our business could be materially harmed if the administration and operation of the Internet no longer rely upon the existing domain system.

The domain registration industry continues to develop and adapt to changing technology. This development may include changes in the administration or operation of the Internet, including the creation and institution of alternate systems for directing Internet traffic without the use of the existing domain system. The widespread acceptance of any alternative systems could eliminate the need to register a domain to establish an online presence and could materially adversely affect our business, financial condition and results of operations.

Activities of customers or the content of their websites could damage our reputation and brand or harm our business and financial results.

As a provider of domain name registration and hosting products and services, we may be subject to potential liability for the activities of our customers in connection with their use (including their misuse) of our offerings. Although our agreements with our customers prohibit unauthorized use of our products and services and permit us to take appropriate actions for such use, customers may nonetheless engage in prohibited activities, which could subject us to liability. Our reputation and brand may also be negatively impacted by the actions of customers. We do not proactively monitor or review the appropriateness of customers' use of our products or services, and we do not have control over customer activities. While we have safeguards in place, these mechanisms may not be sufficient to avoid harm to our reputation and brand.

Certain federal statutes may apply to us with respect to various activities of our customers, including: the Digital Millennium Copyright Act of 1998 ("DMCA"); the Communications Decency Act of 1996 ("CDA"); and the Anticybersquatting Consumer

Protection Act (“ACPA”). The DMCA and the CDA generally protect online service providers like us from liability for certain activities of their customers. For example, the safe harbor provisions of the DMCA shield Internet service providers and other intermediaries from direct or indirect liability for copyright infringement. Under the CDA, we are generally not responsible for the customer-created content hosted on our servers and thus are generally immunized from liability for torts committed by others. Under the safe harbor provisions of the ACPA, domain name registrars are shielded from liability in many circumstances.

Changes to these laws and/or court rulings in pending or future litigation may narrow the scope of protection afforded us. Regardless of these protections, the activities of our customers may result in threatened or actual litigation against us. If such claims are successful, our business and operating results could be adversely affected, and even if the claims do not result in litigation or are resolved in our favor, these claims, and the time and resources necessary to resolve them, could divert the resources of our management and adversely affect our business and operating results.

We may be unable to protect our intellectual property adequately or cost-effectively, which may cause us to lose market share or otherwise harm our competitive position.

Our success depends, in part, on our ability to protect and preserve the proprietary aspects of our technology, web services, and products. If we are unable to protect our intellectual property, our competitors could use our intellectual property to market services and products similar to those offered by us, which could decrease demand for our web services and products. We may be unable to prevent third parties from using our proprietary assets without our authorization. We do not currently rely on patents to protect all of our core intellectual property. To protect, control access to, and limit distribution of our intellectual property, we generally enter into confidentiality and proprietary inventions agreements with our employees, and confidentiality or license agreements with consultants, third-party developers, and customers. We also rely on copyright, trademark, and trade secret protection. However, these measures afford only limited protection and may be inadequate. Enforcing our rights to our technology could be costly, time-consuming and distracting. Additionally, others may develop non-infringing technologies that are similar or superior to ours. Any significant failure or inability to adequately protect our proprietary assets will harm our business and reduce our ability to compete.

Impairment of goodwill and other intangible assets would result in a decrease in earnings.

Current accounting rules require that goodwill and other intangible assets with indefinite useful lives may not be amortized, but instead must be tested for impairment at least annually. These rules also require that intangible assets with definite useful lives be amortized over their respective estimated useful lives to their estimated residual values, and reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. We have substantial goodwill and other intangible assets, and we would be required to record a significant charge to earnings in our financial statements during the period in which any impairment of our goodwill or intangible assets is determined. Any impairment charges or changes to the estimated amortization periods could have a material adverse effect on our financial results.

Provisions in our amended and restated certificate of incorporation and bylaws or under Delaware law might discourage, delay, or prevent a change of control of our company or changes in our management and, therefore, depress the trading price of our common stock.

Our amended and restated certificate of incorporation and bylaws contain provisions that could depress the trading price of our common stock by acting to discourage, delay, or prevent a change of control of our company or changes in our management that the stockholders of our company may deem advantageous. These provisions:

- establish a classified board of directors so that not all members of our board are elected at one time;
- provide that directors may only be removed for cause and only with the approval of 66 2/3% of our stockholders;
- require super-majority voting to amend some provisions in our amended and restated certificate of incorporation and bylaws;
- authorize the issuance of blank check preferred stock that our board of directors could issue to increase the number of outstanding shares to discourage a takeover attempt;
- prohibit stockholder action by written consent, which requires all stockholder actions to be taken at a meeting of our stockholders;
- provide that the board of directors is expressly authorized to make, alter, or repeal our bylaws; and

- establish advance notice requirements for nominations for elections to our board or for proposing matters that can be acted upon by stockholders at stockholder meetings.

Additionally, we are subject to Section 203 of the Delaware General Corporation Law, which generally prohibits a Delaware corporation from engaging in any of a broad range of business combinations with any “interested” stockholder for a period of three years following the date on which the stockholder became an “interested” stockholder and which may discourage, delay, or prevent a change of control of our company.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

Issuer Repurchases of Equity Securities

Our stock repurchase program announced on November 5, 2014, initially authorized the repurchase of up to \$100 million of our outstanding shares of common stock from time to time. In October 2016, our Board of Directors approved an increase in our current stock repurchase plan by an additional \$100 million and extended the expiration date of the outstanding available shares to December 31, 2018. As of June 30, 2017, the value of common shares repurchased under this program was \$92.0 million. The remaining dollar value of shares that may yet be purchased under the publicly announced repurchased program was approximately \$108.0 million as of June 30, 2017. No common shares were repurchased during the three months ended June 30, 2017.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

None.

Item 6. Exhibits.

Exhibit No.	Description of Document
2.4	Agreement and Plan of Merger dated February 11, 2016 by an among the Company, Barton Creek, Web.com LLC and Yodle, Inc. (1)
3.1	Amended and Restated Certificate of Incorporation of Web.com Group, Inc. (2)
3.2	Amended and Restated Bylaws of Web.com Group, Inc. (3)
3.3	Certificate of Ownership and Merger of Registration (4)

- 4.1 Reference is made to Exhibits 3.1 and 3.2
- 4.2 Specimen Stock Certificate. (4)
- 4.3 Indenture dated August 14, 2013 between the Company and Wells Fargo Bank, National Association, as Trustee. (5)
- 4.4 First Supplemental Indenture, dated August 14, 2013, between the Company and Wells Fargo Bank, National Association, as Trustee (including the form of 1.00% Senior Convertible Notes due 2018). (6)
- 10.1 Amendment to Credit Agreement, dated as of February 11, 2016, by and among the Company, the guarantor's party thereto, JPMorgan Chase Bank, N.A., as administrative agent and the lender's party thereto. (7)
- 10.2 Amendment to Credit Agreement, dated as of May 18, 2017, by and among the Company, the guarantor's party thereto, JPMorgan Chase Bank, N.A., as administrative agent and the lender's party thereto.
- 31.1 Chief Executive Officer Certification required by Rule 13a-14(a) or Rule 15d-14(a).
- 31.2 Chief Financial Officer Certification required by Rule 13a-14(a) or Rule 15d-14(a).
- 32.1 Certifications of Chief Executive Officer and Chief Financial Officer required by Rule 13a-14(b) or Rule 15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350). (8)

EX-101.INS XBRL Instance Document.*
EX-101.SCH XBRL Taxonomy Extension Schema Document.*
EX-101.CAL XBRL Taxonomy Extension Calculation Linkbase Document.*
EX-101.DEF XBRL Taxonomy Extension Definition Linkbase Document.*
EX-101.LAB XBRL Taxonomy Extension Label Linkbase Document.*
EX-101.PRE XBRL Taxonomy Extension Presentation Linkbase Document.*

* The XBRL information is being furnished with this Form 10-Q, not filed

-
- (1) Filed as an Exhibit to the Registrant's current report on Form 8-K (000-51595), filed with the SEC on February 16, 2016, and incorporated herein by reference.
 - (2) Filed as an Exhibit to the Registrant's registration statement on Form S-1 (No. 333-124349), filed with the SEC on April 27, 2005, as amended, and incorporated herein by reference.
 - (3) Filed as an Exhibit to the Registrant's current report on Form 8-K (000-51595), filed with the SEC on February 10, 2009, and incorporated herein by reference.
 - (4) Filed as an Exhibit to the Registrant's current report on Form 8-K (000-51595), filed with the SEC on October 30, 2008, and incorporated herein by reference.
 - (5) Filed as an Exhibit to the Registrant's current report on Form 8-K (000-51595), filed with the SEC on August 14, 2013, and incorporated herein by reference.
 - (6) Filed as an Exhibit to the Registrant's current report on Form 8-K (000-51595), filed with the SEC on August 14, 2013, and incorporated herein by reference.
 - (7) Filed as an Exhibit to the Registrant's current report on Form 8-K (000-51595), filed with the SEC on February 16, 2016, and incorporated herein by reference.
 - (8) The certification attached as Exhibit 32.1 accompanying this Quarterly Report on Form 10-Q, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Web.com Group, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date of this Quarterly Report on Form 10-Q, irrespective of any general incorporation language contained in such filing.

SIGNATURES

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

Web.com Group, Inc.
(Registrant)

August 4, 2017
Date

/s/ Kevin M. Carney

Kevin M. Carney
Chief Financial Officer
(Principal Financial and Accounting Officer)

INDEX OF EXHIBITS

Exhibit No.	Description of Document
2.4	Agreement and Plan of Merger dated February 11, 2016 by an among the Company, Barton Creek, Web.com LLC and Yodle, Inc. (1)
3.1	Amended and Restated Certificate of Incorporation of Web.com Group, Inc. (2)
3.2	Amended and Restated Bylaws of Web.com Group, Inc. (3)
3.3	Certificate of Ownership and Merger of Registration (4)
4.1	Reference is made to Exhibits 3.1 and 3.2
4.2	Specimen Stock Certificate. (4)
4.3	Indenture dated August 14, 2013 between the Company and Wells Fargo Bank, National Association, as Trustee. (5)
4.4	First Supplemental Indenture, dated August 14, 2013, between the Company and Wells Fargo Bank, National Association, as Trustee (including the form of 1.00% Senior Convertible Notes due 2018). (6)
10.1	Amendment to Credit Agreement, dated as of February 11, 2016, by and among the Company, the guarantor's party thereto, JPMorgan Chase Bank, N.A., as administrative agent and the lender's party thereto. (7)
10.2	Amendment to Credit Agreement, dated as of May 18, 2017, by and among the Company, the guarantor's party thereto, JPMorgan Chase Bank, N.A., as administrative agent and the lender's party thereto.
31.1	Chief Executive Officer Certification required by Rule 13a-14(a) or Rule 15d-14(a).
31.2	Chief Financial Officer Certification required by Rule 13a-14(a) or Rule 15d-14(a).
32.1	Certifications of Chief Executive Officer and Chief Financial Officer required by Rule 13a-14(b) or Rule 15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350). (8)
EX-101.INS	XBRL Instance Document.*
EX-101.SCH	XBRL Taxonomy Extension Schema Document.*
EX-101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.*
EX-101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.*
EX-101.LAB	XBRL Taxonomy Extension Label Linkbase Document.*
EX-101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.*

(1) Filed as an Exhibit to the Registrant's current report on Form 8-K (000-51595), filed with the SEC on February 16, 2016, and incorporated herein by reference.

(2) Filed as an Exhibit to the Registrant's registration statement on Form S-1 (No. 333-124349), filed with the SEC on April 27, 2005, as amended, and incorporated herein by reference.

(3) Filed as an Exhibit to the Registrant's current report on Form 8-K (000-51595), filed with the SEC on February 10, 2009, and incorporated herein by reference.

(4) Filed as an Exhibit to the Registrant's current report on Form 8-K (000-51595), filed with the SEC on October 30, 2008, and incorporated herein by reference.

- (5) Filed as an Exhibit to the Registrant's current report on Form 8-K (000-51595), filed with the SEC on August 14, 2013, and incorporated herein by reference.
- (6) Filed as an Exhibit to the Registrant's current report on Form 8-K (000-51595), filed with the SEC on August 14, 2013, and incorporated herein by reference.
- (7) Filed as an Exhibit to the Registrant's current report on Form 8-K (000-51595), filed with the SEC on February 16, 2016, and incorporated herein by reference.
- (8) The certification attached as Exhibit 32.1 accompanying this Quarterly Report on Form 10-Q, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Web.com Group, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date of this Quarterly Report on Form 10-Q, irrespective of any general incorporation language contained in such filing.

* The XBRL information is being furnished with this Form 10-Q, not filed.

CREDIT AGREEMENT

dated as of September 9, 2014,

as amended by Amendment No. 1 dated as of February 11, 2016,

as amended by Amendment No. 2 dated as of May 18, 2017

among

WEB.COM GROUP, INC.,

as Borrower,

The Several Lenders from Time to Time Parties Hereto,

JPMORGAN CHASE BANK, N.A.,

BANK OF AMERICA, N.A.,

COMPASS BANK,

REGIONS BANK,

SUNTRUST BANK

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

as Co-Syndication Agents,

BANKUNITED, N.A.,

BMO HARRIS BANK, N.A.

and

CITIZENS BANK, N.A.

as Co-Documentation Agents

and

JPMORGAN CHASE BANK, N.A.

as Administrative Agent

JPMORGAN CHASE BANK, N.A.,

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,

COMPASS BANK,

REGIONS CAPITAL MARKETS,

SUNTRUST ROBINSON HUMPHREY, INC.

and

WELLS FARGO SECURITIES, LLC

as Joint Lead Arrangers and Joint Bookrunners

TABLE OF CONTENTS

	Page
SECTION 1. DEFINITIONS	1
1.1. Defined Terms	1
1.2. Other Definitional Provisions	33
SECTION 2. AMOUNT AND TERMS OF COMMITMENTS	34
2.1. Term Commitments	34
2.2. Procedure for Term Loan Borrowing	34
2.3. Repayment of Term Loans	35
2.4. Revolving Commitments	36

- 2.5. Procedure for Revolving Loan Borrowing 36
- 2.6. [Reserved] 36
- 2.7. [Reserved] 36
- 2.8. Commitment Fees, etc 37
- 2.9. Termination or Reduction of Revolving Commitments 37
- 2.10. Optional Prepayments 37
- 2.11. Mandatory Prepayments 37
- 2.12. Conversion and Continuation Options 39
- 2.13. Limitations on Eurodollar Tranches 39
- 2.14. Interest Rates and Payment Dates 39
- 2.15. Computation of Interest and Fees 40
- 2.16. Inability to Determine Interest Rate 40
- 2.17. Payments Generally; Pro Rata Treatment; Sharing of Set-offs 41
- 2.18. Requirements of Law 42
- 2.19. Taxes 43
- 2.20. Indemnity 46
- 2.21. Change of Lending Office 47
- 2.22. Mitigation Obligations; Replacement of Lenders 47
- 2.23. Defaulting Lenders 48
- 2.24. Incremental Facility 49
- 2.25. Extensions of Term Loans and Revolving Commitments 51
- 2.26. Prepayments Below Par 53

SECTION 3. LETTERS OF CREDIT 55

- 3.1. L/C Commitment 55
- 3.2. Procedure for Issuance and Amendment of Letter of Credit 56
- 3.3. Fees and Other Charges 57
- 3.4. L/C Participations 57
- 3.5. Reimbursement Obligation of the Borrower 58
- 3.6. Obligations Absolute 58
- 3.7. Letter of Credit Payments 58
- 3.8. Applications 59
- 3.9. Letters of Credit Issued for Subsidiaries 59

SECTION 4. REPRESENTATIONS AND WARRANTIES 59

- 4.1. Financial Condition 59
- 4.2. No Change 59
- 4.3. Existence; Compliance with Law 59
- 4.4. Power; Authorization; Enforceable Obligations 59
- 4.5. No Legal Bar 60
- 4.6. Litigation 60
- 4.7. Insurance 60
- 4.8. Ownership of Property; Liens 60
- 4.9. Intellectual Property 60
- 4.10. Taxes 60
- 4.11. Federal Regulations 61
- 4.12. Labor Matters 61
- 4.13. ERISA 61
- 4.14. Investment Company Act; Other Regulations 61
- 4.15. Subsidiaries 62
- 4.16. Use of Proceeds 62
- 4.17. Environmental Matters 62
- 4.18. Accuracy of Information, etc 63
- 4.19. Security Documents 63
- 4.20. Solvency 64
- 4.21. Anti-Terrorism Law; Anti-Corruption Laws 64
- 4.22. EEA Financial Institutions 64

SECTION 5. CONDITIONS PRECEDENT 64

- 5.1. Conditions to Initial Extension of Credit 64

- 5.2. Conditions to Amendment No. 2 Effective Date 66
- 5.3. Conditions to Each Extension of Credit After the Amendment No. 2 Effective Date 67

SECTION 6. AFFIRMATIVE COVENANTS 68

- 6.1. Financial Statements 68
- 6.2. Certificates; Other Information 68
- 6.3. Payment of Obligations 70
- 6.4. Maintenance of Existence; Compliance 70
- 6.5. Maintenance of Property; Insurance 70
- 6.6. Inspection of Property; Books and Records; Discussions 70
- 6.7. Notices 71
- 6.8. Environmental Laws 71
- 6.9. Ratings 71
- 6.10. Further Assurances; Additional Collateral, etc 71
- 6.11. Designation of Subsidiaries 73

SECTION 7. NEGATIVE COVENANTS 74

- 7.1. Financial Covenants 74
- 7.2. Indebtedness 74
- 7.3. Liens 77
- 7.4. Fundamental Changes 79
- 7.5. Disposition of Property 79
- 7.6. Restricted Payments 80
- 7.7. Investments 81
- 7.8. Payments and Modifications of Certain Debt Instruments 83
- 7.9. Transactions with Affiliates 85
- 7.10. Sales and Leasebacks 85
- 7.11. Swap Agreements 85
- 7.12. Changes in Fiscal Periods 86
- 7.13. Negative Pledge Clauses 86
- 7.14. Clauses Restricting Subsidiary Distributions 86
- 7.15. Lines of Business 86
- 7.16. Use of Proceeds and Letters of Credit 87

SECTION 8. EVENTS OF DEFAULT 87

- 8.1. Events of Default 87
- 8.2. Application of Proceeds 89

SECTION 9. THE AGENTS 90

- 9.1. Appointment 90
- 9.2. Delegation of Duties 91
- 9.3. Exculpatory Provisions 91
- 9.4. Reliance by Administrative Agent 91
- 9.5. Notice of Default 91
- 9.6. Non-Reliance on Agents and Other Lenders 92
- 9.7. Indemnification 92
- 9.8. Agent in Its Individual Capacity 93
- 9.9. Successor Administrative Agent 93
- 9.10. Agents 93

SECTION 10. MISCELLANEOUS 93

- 10.1. Amendments and Waivers 93
- 10.2. Notices 95
- 10.3. No Waiver; Cumulative Remedies 96
- 10.4. Survival of Representations and Warranties 97
- 10.5. Payment of Expenses and Taxes 97
- 10.6. Successors and Assigns; Participations and Assignments 98
- 10.7. Adjustments; Set-off 102

10.8. Counterparts	102
10.9. Severability	102
10.10. Integration	103
10.11. GOVERNING LAW	103
10.12. Submission To Jurisdiction; Waivers	103
10.13. Acknowledgements	103
10.14. Releases of Guarantees and Liens	104
10.15. Confidentiality	104
10.16. WAIVERS OF JURY TRIAL	105
10.17. Patriot Act	105
10.18. Usury Savings	105
10.19. Acknowledgement and Consent to Bail-In of EEA Financial Institutions	106
10.20. MIRE Events	106

SCHEDULES :

1.1A	Commitments and Term Loans
1.1B	Existing Letters of Credit
1.1C	Rollover Letters of Credit
1.1D	Disqualified Lenders
3.1	Subsidiaries
4.15	Subsidiaries
4.19	UCC Filing Jurisdictions; Intellectual Property Filings
7.2(g)	Existing Indebtedness
7.3(f)	Existing Liens
7.7(n)	Existing Investments

EXHIBITS :

A	Form of Guarantee and Collateral Agreement
B	Form of Compliance Certificate
C-1	Form of Closing Certificate for Borrower
C-2	Form of Closing Certificate for Loan Parties
D	Form of Assignment and Assumption
E-1	Form of U.S. Tax Certificate
E-2	Form of U.S. Tax Certificate
E-3	Form of U.S. Tax Certificate
E-4	Form of U.S. Tax Certificate
F	Form of Borrowing Notice
G	Form of Loan Conversion and Continuation Notice
H-1	Form of Term Loan Note
H-2	Form of Revolving Loan Note
I	Form of Discounted Prepayment Option Notice
J	Form of Lender Participation Notice
K	Form of Discounted Voluntary Prepayment Notice

CREDIT AGREEMENT, dated as of September 9, 2014 (as amended by the Amendment, dated as of February 11, 2016 and Amendment No. 2, dated as of May 18, 2017, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), among WEB.COM GROUP, INC., a Delaware corporation (the “Borrower”), the several banks and other financial institutions or entities from time to time parties to this Agreement (the “Lenders”), JPMORGAN CHASE BANK, N.A., BANK OF AMERICA, N.A., COMPASS BANK, REGIONS BANK, SUNTRUST BANK and WELLS FARGO BANK, NATIONAL ASSOCIATION, as syndication agents (in such capacity, the “Co-Syndication Agents”), BANKUNITED, N.A., BMO HARRIS BANK, N.A. and CITIZENS BANK, N.A., as documentation agents (in such capacity, the “Co-Documentation Agents”), and JPMORGAN CHASE BANK, N.A., as administrative agent.

WITNESSETH

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

SECTION 1. DEFINITIONS

1.1. Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

“ABR”: for any day, a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1% and (c) the Eurodollar Rate that would be calculated as of such day (or, if such day is not a Business Day, as of the next preceding Business Day) in respect of a proposed Eurodollar Loan with a one-month Interest Period plus 1.0% (provided, that for the avoidance of doubt, (x) the Eurodollar Rate for any day shall be based on the rate appearing on the Libor Reuters Screen LIBOR01 Page (or on any successor or substitute page of such page) at approximately 11:00 a.m. London time on such day and (y) if the Eurodollar Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement). Any change in the ABR due to a change in the Prime Rate, the NYFRB Rate or such Eurodollar Rate shall be effective as of the opening of business on the day of such change in the Prime Rate, the NYFRB Rate or such Eurodollar Rate, respectively.

“ABR Loans”: Loans the rate of interest applicable to which is based upon the ABR.

“Acceptable Discount”: as defined in Section 2.26(c).

“Acceptance Date”: as defined in Section 2.26(b).

“Acquisition”: the acquisition of Yodle, Inc. by the Borrower pursuant to the Acquisition Agreement.

“Acquisition Agreement”: Agreement and Plan of Merger, by and among the Borrower, Barton Creek Web.com, LLC and Yodle, Inc., dated as of February 11, 2016.

“Acquisition-Related Deferred Payments”: deferred payment obligations or similar obligations in respect of the Acquisition under the Acquisition Agreement in an aggregate amount not to exceed \$42,000,000.

“Additional Lender”: as defined in Section 2.24(b).

“Adjustment Date”: as defined in the Applicable Pricing Grid.

“Administrative Agent”: JPMorgan Chase Bank, N.A., together with its affiliates, as the arranger of the Commitments and as the administrative agent for the Lenders under this Agreement and the other Loan Documents, together with any of its successors.

“Affiliate”: as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of determining the Affiliates of the Borrower, “control” of a Person means the power, directly or indirectly, either to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

“Agent Indemnitee”: as defined in Section 9.7.

“Agents”: the collective reference to the Co-Syndication Agents, the Co-Documentation Agents and the Administrative Agent.

“Aggregate Exposure”: with respect to any Lender at any time, an amount equal to, without duplication, the sum of (a) the aggregate then unpaid principal amount of such Lender’s Term Loans and (b) the amount of such Lender’s Revolving Commitment then in effect or, if the Revolving Commitments have been terminated, the amount of such Lender’s Revolving Extensions of Credit then outstanding.

“Aggregate Exposure Percentage”: with respect to any Lender at any time, the ratio (expressed as a percentage) of such Lender’s Aggregate Exposure at such time to the Aggregate Exposure of all Lenders at such time.

“Agreement”: as defined in the preamble hereto.

“Amendment No. 1 Effective Date”: February 11, 2016.

“Amendment No. 1 Transactions”: as defined in the Existing Credit Agreement.

“Amendment No. 2”: Amendment No. 2 to this Agreement, dated as of May 18, 2017, by and among the Borrower, the Guarantors, the Administrative Agent and the Lenders party thereto.

“Amendment No. 2 Effective Date”: as defined in Amendment No. 2.

“Amendment No. 2 Transactions”: collectively the entering into of Amendment No. 2, the borrowing of Incremental Term Loans (as defined therein) and the making of Incremental Revolving Commitments (as defined therein).

“Amendment Signing Date”: the date on which Amendment No. 1 was executed by the parties thereto, which date was February 11, 2016.

“Anti-Corruption Laws”: the United States Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act of 2010 and all other laws, rules, and regulations of any jurisdiction applicable to the Borrower and the Subsidiaries concerning or relating to bribery or corruption.

“Anti-Terrorism Law”: any Requirement of Law relating to money laundering or financing terrorism, including the USA Patriot Act, the Currency and Foreign Transactions Reporting Act (also known as the “Bank Secrecy Act of 1970”, 31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959), the Trading With the Enemy Act of 1917 (50 U.S.C. §1 et seq.) and Executive Order 13224 (effective September 24, 2001).

“Applicable Discount”: as defined in Section 2.26(c).

“Applicable Margin”: for each Type of Loan, the rate per annum set forth under the relevant column heading below:

	<u>Eurodollar Loans</u>	<u>ABR Loans</u>
Revolving Loans and Term Loans	2.25%	1.25%

; provided, that on and after the first Adjustment Date occurring after the completion of the first fiscal quarter of the Borrower after the Amendment No. 2 Effective Date, the Applicable Margin with respect to Revolving Loans and Term Loans will be determined pursuant to the Applicable Pricing Grid.

“Applicable Pricing Grid”: with respect to the Revolving Loans, Term Loans and the Commitment Fee Rate, the table set forth below:

Consolidated First Lien Net Leverage Ratio	Applicable Margin for Eurodollar Loans (Revolving Loans and Term Loans)	Applicable Margin for ABR Loans (Revolving Loans and Term Loans)	Commitment Fee Rate
Greater than 2.75:1.00	3.00%	2.00%	0.45%
Less than or equal to 2.75:1.00 but greater than 2.25:1.00	2.50%	1.50%	0.45%
Less than or equal to 2.25:1.00 but greater than 2.00:1.00	2.25%	1.25%	0.40%
Less than or equal to 2.00:1.00 but greater than 1.75:1.00	2.00%	1.00%	0.40%
Less than or equal to 1.75:1.00 but greater than 1.50:1.00	1.75%	0.75%	0.35%
Less than or equal to 1.50:1.00	1.50%	0.50%	0.30%

For the purposes of the Applicable Pricing Grid, changes in the Applicable Margin and the Commitment Fee Rate resulting from changes in the Consolidated First Lien Net Leverage Ratio shall become effective on the date (the “Adjustment Date”) that is three Business Days after the date on which financial statements are delivered to the Lenders pursuant to Section 6.1 and shall remain in effect until the next change to be effected pursuant to this paragraph. If any financial statements referred to above are not delivered within the time periods specified in Section 6.1, then, until the date that is three Business Days after the date on which such financial statements are delivered, the highest rate set forth in each column of the table set forth above shall apply. In addition, at all times while an Event of Default under Section 8.1(a) or (f) shall have occurred and be continuing, the highest rate set forth in each column of the table set forth above shall apply. Each determination of the Consolidated First Lien Net Leverage Ratio for purposes of the Applicable Pricing Grid shall be made in a

manner consistent with the determination thereof pursuant to Section 7.1(a).

“Application”: an application, in such form as the Issuing Lender may specify from time to time, requesting the Issuing Lender to open a Letter of Credit.

“Approved Fund”: as defined in Section 10.6(b).

“Asset Sale”: any Disposition of property or series of related Dispositions of property (excluding any such Disposition permitted by clause (a), (b), (c), (d), (e), (f), (g) or (h) of Section 7.5) that yields gross proceeds to the Borrower or any of its Restricted Subsidiaries (valued at the initial principal amount thereof in the case of non-cash proceeds consisting of notes or other debt securities and valued at fair market value in the case of other non-cash proceeds) in excess of \$1,000,000.

“Assignee”: as defined in Section 10.6(b).

“Assignment and Assumption”: an Assignment and Assumption, substantially in the form of Exhibit D.

“Available Amount”: as of any date of determination, an amount equal to the sum of:

(a) \$75,000,000;

plus

(b) the sum of (without duplication):

(i) 50% of the cumulative amount of the Excess Cash Flow generated after the Amendment No. 1 Effective Date, added to such amount on the date on which financial statements are delivered under Section 6.1(a) or (b); provided that the cumulative amount pursuant to this clause (i) shall in no event be less than zero;

(ii) the Net Cash Proceeds received after the Amendment No. 1 Effective Date and on or prior to such date from any issuance of Capital Stock by the Borrower (other than any such issuance to a Group Member), but excluding any issuance of Disqualified Stock;

(iii) [reserved];

(iv) the aggregate amount received after the Amendment No. 1 Effective Date and on or prior to such date by the Borrower or any Restricted Subsidiary in cash from any dividend or other distribution by an Unrestricted Subsidiary;

(v) the net cash proceeds received after the Amendment No. 1 Effective Date and on or prior to such date by the Borrower or any Restricted Subsidiary from the issuance of convertible or exchangeable debt securities that have been converted into or exchanged for Capital Stock of a Group Member (other than Disqualified Stock);

(vi) the aggregate amount received in cash or Cash Equivalents after the Amendment No. 1 Effective Date and on or prior to such date by the Borrower or any Restricted Subsidiary in connection with the sale, transfer or other disposition of its ownership interest in any then-existing joint venture that is not a Subsidiary or in any Unrestricted Subsidiary, in each case, such amount not to exceed, for purposes of the Available Amount, the amount of the Investment in such joint venture or Unrestricted Subsidiary (with the amount of such Investment being calculated in accordance with the last sentence of Section 7.7);

(vii) the aggregate amount received in cash or Cash Equivalents after the Amendment No. 1 Effective Date and on or prior to such date by the Borrower or any Restricted Subsidiary in connection with the sale, transfer or other disposition to a Person (other than a Group Member) of any Investment made in reliance on Section 7.7(m) and repurchases and redemptions (other than by a Group Member) of such Investments from the Borrower or its Restricted Subsidiaries and repayments of loans or advances (other than by a Group Member) that constitute Investments made in reliance on Section 7.7(m); provided that such amount shall not, for purposes of the Available Amount, exceed the amount of such initial Investment made in reliance on Section 7.7(m); and

(viii) the amount equal to the net reduction in Investments made by the Borrower or any Restricted Subsidiaries after the Amendment No. 1 Effective Date in any Person resulting from the redesignation of Unrestricted Subsidiaries as Restricted Subsidiaries or the merger or consolidation of an Unrestricted Subsidiary with and into the Borrower or any of its Restricted Subsidiaries not to exceed the amount of Investments previously made by the Borrower or any Restricted Subsidiary in such Unrestricted Subsidiary (with the amount of such Investments being calculated in accordance with the last sentence of Section 7.7);

minus

(c) the amount of any Investments made in reliance on Section 7.7(m) prior to such date, the amount of cash consideration paid prior to such date in reliance on the Available Amount pursuant to Section 7.7(h)(iii) in respect of Persons that do not, upon the acquisition thereof, become Subsidiary Guarantors or assets that are not acquired by Loan Parties, any Restricted Payments made in reliance on Section 7.6(f) prior to such date and any prepayments of Indebtedness made in reliance on Section 7.8(a)(viii) prior to such date.

“Available Revolving Commitment”: as to any Revolving Lender at any time, an amount equal to the excess, if any, of (a) such Lender’s Revolving Commitment then in effect over (b) such Lender’s Revolving Extensions of Credit then outstanding.

“Bail-In Action”: 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”: 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.

“Bankruptcy Event”: with respect to any Lender or any Person that directly or indirectly controls such Lender (each, a “Distressed Person”), as the case may be, a voluntary or involuntary case with respect to such Distressed Person under any debt relief law, or a custodian, conservator, receiver or similar official is appointed for such Distressed Person or any substantial part of such Distressed Person’s assets, or such Distressed Person or any person that directly or indirectly controls such Distressed Person is subject to a forced liquidation, or such Distressed Person makes a general assignment for the benefit of creditors or is otherwise adjudicated as, or determined by any governmental authority having regulatory authority over such Distressed Person or its assets to be, insolvent or bankrupt; provided that a Bankruptcy Event shall not be deemed to have occurred solely by virtue of the ownership or acquisition of any equity interests in any Lender or any person that directly or indirectly controls such Lender by a governmental authority or an instrumentality thereof.

“Benefitted Lender”: as defined in Section 10.7(a).

“Board”: the Board of Governors of the Federal Reserve System of the United States (or any successor).

“Board of Directors”: with respect to any Person, (i) in the case of any corporation, the board of directors of such Person (or any committee or subcommittee thereof), (ii) in the case of any limited liability company, the board of managers (or any committee or subcommittee thereof) or managing member of such Person, (iii) in the case of any partnership, the board of directors of the general partner of such Person and (iv) in any other case, the functional equivalent of the foregoing.

“Borrower”: as defined in the preamble hereto.

“Borrowing Date”: any Business Day specified by the Borrower as a date on which the Borrower requests the relevant Lenders to make Loans hereunder.

“Business Day”: a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close; provided, that with respect to notices and determinations in connection with, and payments of principal and interest on, Eurodollar Loans, such day is also a day for trading by and between banks in Dollar deposits in the interbank eurodollar market.

“Capital Expenditures”: for any period, with respect to any Person, the aggregate of all expenditures by such Person and its Subsidiaries for the acquisition or leasing (pursuant to a capital lease) of fixed or capital assets or additions to equipment (including replacements, capitalized repairs and improvements during such period) that should be capitalized under GAAP on a consolidated balance sheet of such Person and its Subsidiaries.

“Capital Lease Obligations”: as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

“Capital Stock”: with respect to any Person, any and all shares, interests, participations or other equivalents (however designated) of capital stock of such Person (in the case of a corporation), any and all equivalent ownership interests in such Person (in the case of a Person that is not a corporation), any and all warrants, rights or options to purchase any of the foregoing and any and all securities convertible into or exchangeable for shares of the foregoing (but excluding, for the avoidance of doubt, Indebtedness convertible into or exchangeable for shares of the foregoing), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“Captive Insurance Subsidiary”: any Subsidiary that is subject to regulation as an insurance company (or any Subsidiary thereof).

“Cash Equivalents”: (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition; (b) certificates of deposit, time deposits, eurodollar time deposits or overnight bank deposits having maturities of one year or less from the date of acquisition issued by any Lender or by any commercial bank organized under the laws of the United States or any state thereof having combined capital and surplus of not less than \$500,000,000; (c) commercial paper of an issuer rated at least A-1 by Standard & Poor’s Ratings Services (“S&P”) or P-1 by Moody’s Investors Service, Inc. (“Moody’s”), or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within 270 days from the date of acquisition; (d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than 30 days, with respect to securities issued or fully guaranteed or insured by the United States government; (e) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by S&P or A2 by Moody’s; (f) securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any Lender or any commercial bank satisfying the requirements of clause (b) of this definition; (g) money market mutual or similar funds that invest exclusively in assets satisfying the requirements of clauses (a) through (f) of this definition; or (h) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, as amended from time to time, (ii) are rated AAA by S&P and Aaa by Moody’s and (iii) have portfolio assets of at least \$5,000,000,000.

“Change in Control”: (a)(i) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or “group” (within the meaning of the Exchange Act and the rules of the SEC thereunder as in effect on the Amendment Signing Date), other than any combination consisting solely of the Permitted Investors, of shares representing more than 35% of the aggregate ordinary voting power represented by the issued and outstanding Capital Stock of the Borrower on a fully diluted basis and (ii) the Permitted Investors shall own, directly or indirectly, beneficially or of record, less than such Person or “group” on a fully diluted basis; (b) the Permitted Investors (or any “group” (within the meaning of the Exchange Act and the rules of the SEC thereunder as in effect on the Amendment Signing Date) which includes one or more Permitted Investors) shall acquire or hold, directly or indirectly, beneficially or of record, shares representing more than 70% of the issued and outstanding Capital Stock of the Borrower on a fully diluted basis; (c) the common stock of the Borrower shall cease to be listed and traded on a nationally recognized stock exchange as a result of, or in connection with, any increase in the percentage of the issued and outstanding Capital Stock of the Borrower owned or held by the Permitted Investors (or any “group” (within the meaning of the Exchange Act and the rules of the SEC thereunder as in effect on the Amendment Signing Date) which includes one or more Permitted Investors); or (d) during any period of two consecutive fiscal years, a majority of the seats (other than vacant seats) on the Board of Directors of the Borrower shall cease to be occupied by individuals (i) who were members of such Board of Directors on the first day of such period, (ii) whose nomination or election to such Board of Directors was approved by individuals referred to in clause (i) above constituting at the time of such nomination or election at least a majority of such Board of Directors or (iii) whose nomination or election to such Board of Directors was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such nomination or election at least a majority of such Board of Directors.

“Class”: when used in reference to (a) any Loan, refers to whether such Loan is a Revolving Loan or Term Loan, (b) any Commitment, refers to whether such Commitment is a Revolving Commitment or Term Commitment and (c) any Lender, refers to whether such Lender has a Loan or Commitment with respect to a particular Class of Loans or Commitments. Additional Classes may be added pursuant to Section 2.24 and Section 10.1.

“Closing Date”: the date on which the conditions precedent set forth in Section 5.1 were satisfied, which date was September 9, 2014.

“Closing Date Transactions”: the entering into of the Loan Documents on the Closing Date and the initial borrowings hereunder on the Closing Date and the payments of fees, commissions and expenses in connection with each of the foregoing.

“Co-Documentation Agents”: as defined in the preamble hereto.

“Co-Syndication Agents”: as defined in the preamble hereto.

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

“Collateral”: all property of the Loan Parties, now owned or hereafter acquired, upon which a Lien is purported to be created by any Security Document.

“Commitment”: as to any Lender, the sum of the Term Commitment and the Revolving Commitment of such Lender.

“Commitment Fee Rate”: 0.40% per annum; provided, that on and after the first Adjustment Date occurring after the

completion of the first fiscal quarter of the Borrower after the Amendment No. 2 Effective Date, the Commitment Fee Rate will be determined pursuant to the Applicable Pricing Grid.

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

“Competitor”: on any date, (a) any Person designated by the Borrower as a “Competitor” by written notice delivered to the Administrative Agent on or prior to the Amendment Signing Date; provided that (i) no Existing Lender may be designated as a “Competitor” and (ii) the list of such Persons shall be posted by the Administrative Agent to an Internet or intranet website to which the Lenders have access and (b) any other Person that competes with the Borrower and its Subsidiaries in a principal line of business of the Borrower and its Subsidiaries, considered as a whole, and any Affiliate of any such Person (other than an Affiliate that is a bona fide diversified debt fund or investment vehicle), which Person or Affiliate has been designated by the Borrower as a “Competitor” by written notice to the Administrative Agent at JPMDQ_Contact@jpmorgan.com and the Lenders (including by posting such notice to an Internet or intranet website to which the Lenders have access) not less than 3 Business Days prior to such date; provided that “Competitors” shall exclude any Person that the Borrower has designated as no longer being a “Competitor” by written notice delivered to the Administrative Agent from time to time.

“Competitor Affiliate”: any Person that is an Affiliate of a Competitor and is clearly identifiable as such based solely on the similarity of its name; provided that a Competitor Affiliate shall not include any Person that is a bona fide diversified debt fund or investment vehicle.

“Compliance Certificate”: a certificate duly executed by a Responsible Officer substantially in the form of Exhibit B.

“Conduit Lender”: any special purpose corporation organized and administered by any Lender for the purpose of making Loans otherwise required to be made by such Lender and designated by such Lender pursuant to an Assignment and Assumption; provided, that the designation by any Lender of a Conduit Lender shall not relieve the designating Lender of any of its obligations to fund a Loan under this Agreement if, for any reason, its Conduit Lender fails to fund any such Loan, and the designating Lender (and not the Conduit Lender) shall have the sole right and responsibility to deliver all consents and waivers required or requested under this Agreement with respect to its Conduit Lender; provided further, that no Conduit Lender shall (a) be entitled to receive any greater amount pursuant to Section 2.18, 2.19, 2.20 or 10.5 than the designating Lender would have been entitled to receive in respect of the extensions of credit made by such Conduit Lender or (b) be deemed to have any Commitment.

“Consolidated Cash Interest Expense” for any period, the excess of (a) the sum, without duplication, of (i) the interest expense (including imputed interest expense in respect of Capital Lease Obligations) of the Borrower and the consolidated Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP, (ii) any interest or other financing costs becoming payable during such period in respect of Indebtedness of the Borrower or the consolidated Subsidiaries to the extent such interest or other financing costs shall have been capitalized rather than included in consolidated interest expense for such period in accordance with GAAP and (iii) any cash payments made during such period in respect of obligations referred to in clause (b)(ii) below that were amortized or accrued in a previous period, minus (b) to the extent included in such consolidated interest expense for such period, the sum of (i) noncash amounts attributable to amortization or write-off of capitalized interest or other financing costs paid in a previous period, (ii) noncash amounts attributable to amortization of debt discounts or accrued interest payable in kind for such period and (iii) any other non-cash amounts that would otherwise be included in the determination of Consolidated Cash Interest Expense for such period (but only to the extent that such amount is not required to be paid in cash in any subsequent period). Notwithstanding anything to the contrary contained herein, for purposes of determining the Consolidated Interest Coverage for the periods ending on March 31, 2016, June 30, 2016 and September 30, 2016, Consolidated Cash Interest Expense for the relevant period shall be deemed to equal Consolidated Cash Interest Expense for the fiscal quarter ending on such date (and, in the case of the latter two such determinations, for such fiscal quarter and each previous fiscal quarter ending after the Amendment No. 1 Effective Date) multiplied by 4, 2 and 4/3, respectively.

“Consolidated Current Assets”: at any date, all amounts (other than cash and Cash Equivalents) that would, in conformity with GAAP, be set forth opposite the caption “total current assets” (or any like caption) on a consolidated balance sheet of the Borrower and its Restricted Subsidiaries at such date.

“Consolidated Current Liabilities”: at any date, all amounts that would, in conformity with GAAP, be set forth opposite the caption “total current liabilities” (or any like caption) on a consolidated balance sheet of the Borrower and its Restricted Subsidiaries at such date, but excluding (a) the current portion of any Funded Debt of the Borrower and its Restricted Subsidiaries and (b) without duplication of clause (a) above, all Indebtedness consisting of Revolving Loans to the extent otherwise included therein.

“Consolidated EBITDA”: for any period, Consolidated Net Income for such period plus, without duplication and (except with respect to clauses (g) and (h)) to the extent reflected as a charge in the statement of such Consolidated Net Income for such period, the sum of (a) provision for taxes based on income (or similar taxes in lieu of income taxes), profits or capital (or equivalents), including federal, foreign, state, local, franchise, excise and similar taxes and foreign withholding taxes of such Person paid or accrued during such period (including penalties and interest related to taxes or arising from tax examinations), (b) interest expense and, to the extent not reflected in interest expense, (i) any net losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, (ii) amortization or writeoff of debt discount, debt issuance costs, commissions and discounts, (iii) costs of surety bonds obtained in

connection with financing activities and (iv) other fees and charges associated with Indebtedness, (c) depreciation and amortization expense, impairment charges (including amortization of intangible assets (including goodwill) and deferred financing fees), organization costs and amortization of unrecognized prior service costs and actuarial gains and losses related to pensions and other post-employment benefits, (d) extraordinary losses reducing Consolidated Net Income during any such period, (e) cost-savings, operating expense reductions and synergies projected by the Borrower in good faith to be realized as a result of mergers and other business combinations, Permitted Acquisitions, divestitures, cost savings initiatives and other similar initiatives consummated after the Closing Date, in each case permitted by this Agreement (collectively, “Initiatives”) (calculated on a pro forma basis as though such cost savings, operating expense reductions and synergies had been realized on the first day of the relevant Reference Period (it being understood that cost savings, operating expense reductions and synergies applicable to a fiscal quarter shall be added back for such fiscal quarter)), net of the amount of actual benefits realized in respect thereof; provided that such cost-savings, operating expense reductions and synergies are reasonably expected within 12 months of the applicable Initiative and factually supportable in the good faith determination of the Borrower; provided further that, with respect to any Reference Period, (i) the aggregate amount added in the calculation of Consolidated EBITDA for such Reference Period pursuant to this clause (e) shall not exceed 20% of Consolidated EBITDA and (ii) the aggregate amount added in the calculation of Consolidated EBITDA for such Reference Period pursuant to clauses (e) and (f) shall not exceed 30% of Consolidated EBITDA (in each case, calculated prior to giving effect to any add-backs pursuant to clauses (e) and (f)), (f) unusual and non-recurring cash expenses recognized for restructuring costs, including but not limited to severance costs, relocation costs and litigation expenses, in connection with the Acquisition or any Initiative, provided that the aggregate amount of restructuring costs added in the calculation of Consolidated EBITDA pursuant to this clause (f) (i) in respect of the Acquisition (x) shall not exceed \$10,000,000 and (y) shall be incurred solely in the Reference Periods ending on or prior to June 30, 2017 and (ii) in respect of Initiatives shall be incurred within 12 months of the applicable Initiative; provided further that, with respect to any Reference Period, (i) the aggregate amount added in the calculation of Consolidated EBITDA for such Reference Period pursuant to this clause (f) shall not exceed 20% of Consolidated EBITDA and (ii) the aggregate amount added in the calculation of Consolidated EBITDA for such Reference Period pursuant to clauses (e) and (f) shall not exceed 30% of Consolidated EBITDA (in each case, calculated prior to giving effect to any add-backs pursuant to clauses (e) and (f)), (g) the increase (if any) in the balance of the amount of deferred revenue as of the end of any such period over the balance of the amount of deferred revenue as of the end of the immediately prior period, (h) the decrease (if any) in the balance of prepaid registry fees as of the end of any such period below the balance of prepaid registry fees as of the end of the immediately prior period, (i) non-cash stock-based or other equity-based compensation expenses, (j) other non-cash expenses or losses reducing Consolidated Net Income during any such period (excluding any such losses or expenses that represent an accrual or reserve for a cash expenditure for a future period), (k) Transaction Expenses in an aggregate amount not to exceed \$10,000,000 over the term of this Agreement (with such term commencing on the Amendment No. 2 Effective Date), (l) other non-recurring transactional costs, fees or expenses (whether or not the transaction is actually consummated) incurred or paid by any Group Member in connection with any incurrence, modification or repayment of Indebtedness (including any amendments or waivers of the Loan Documents), issuance of Capital Stock, mergers and other consolidations, Dispositions, Permitted Acquisitions or Investments by any Group Member, in each case permitted hereunder; provided that the aggregate amount added in the calculation of Consolidated EBITDA pursuant to this clause (l) shall not exceed \$2,000,000 per transaction, (m) cash expenses relating to earn-outs and similar obligations; provided that such earn-out or similar obligation is in effect for no longer than three years from the closing date of the underlying transaction, (n) non-recurring charges, losses, lost profits, expenses or write-offs to the extent indemnified or insured by a third party and actually reimbursed by such third party, and (o) losses and expenses incurred in connection with the effect of currency and exchange rate fluctuations on intercompany balances and other balance sheet items, provided that, with respect to any Reference Period, the aggregate amount of cash losses and expenses added in the calculation of Consolidated EBITDA for such Reference Period pursuant to this clause (o) shall not exceed \$500,000, minus, (a) to the extent included in the statement of such Consolidated Net Income for such period, the sum of (i) interest income, (ii) any extraordinary income or gains (including, whether or not otherwise includable as a separate item in the statement of such Consolidated Net Income for such period, non-cash gains on the sales of assets outside the ordinary course of business, but excluding any non-cash gain to the extent it represents the reversal of an accrual or reserve for a potential cash item in any prior period), (iii) income tax credits (to the extent not netted from income tax expense), (iv) any other non-cash income and (v) any gains in connection with the effect of currency and exchange rate fluctuations on intercompany balances and other balance sheet items, provided that, with respect to any Reference Period, the aggregate amount of cash gains subtracted in the calculation of Consolidated EBITDA for such Reference Period pursuant to this clause (v) shall not exceed \$500,000, (b) any cash payments made during such period in respect of items described in clause (j) above subsequent to the fiscal quarter in which the relevant non-cash expenses or losses were reflected in Consolidated Net Income to the extent such amounts were added back in any prior fiscal quarter, all as determined on a consolidated basis, (c) the decrease (if any) in the balance of the amount of deferred revenue as of the end of any such period below the balance of the amount of deferred revenue as of the end of the immediately prior period and (d) the increase (if any) in the balance of prepaid registry fees as of the end of any such period above the balance of prepaid registry fees as of the end of the immediately prior period. For the purposes of calculating Consolidated EBITDA for any period of four consecutive fiscal quarters (each, a “Reference Period”) pursuant to any determination of the Consolidated Leverage Ratio, (i) if at any time during such Reference Period the Borrower or any Subsidiary shall have made any Material Disposition, the Consolidated EBITDA for such Reference Period shall be reduced by an amount equal to the Consolidated EBITDA (if positive) attributable to the property that is the subject of such Material Disposition for such Reference Period or increased by an amount equal to the Consolidated EBITDA (if negative) attributable thereto for such Reference Period and (ii) if during such Reference Period the Borrower or any Subsidiary shall have made a Material Acquisition, Consolidated EBITDA for such Reference Period shall be calculated after giving pro forma effect thereto as if such Material Acquisition occurred on the first day of such Reference Period. As used in this definition, “Material Acquisition” means any Permitted Acquisition made pursuant to Section 7.7(h) that involves the payment of cash consideration by the Borrower and its Restricted Subsidiaries in excess of \$25,000,000; and “Material Disposition” means any Disposition of property or series of related Dispositions of property to any Person that is not a Loan Party or a Restricted Subsidiary that yields Net Cash Proceeds to the Borrower or any of its Restricted Subsidiaries

in excess of \$10,000,000.

The financial results of Unrestricted Subsidiaries, joint ventures and variable interest entities shall be excluded in calculating “Consolidated EBITDA” except that Consolidated EBITDA for any period shall be increased by the amount of cash dividends paid by such Unrestricted Subsidiaries, joint ventures and variable interest entities to the Borrower or any of its Restricted Subsidiaries that are Wholly Owned Subsidiaries.

Notwithstanding anything to the contrary contained herein (but subject (other than with respect to the Acquisition) to the second to last sentence of the second preceding paragraph), for the purposes of determining Consolidated EBITDA under this Agreement for any period that includes any of the fiscal quarters ended March 31, 2015, June 30, 2015, September 30, 2015 and December 31, 2015, Consolidated EBITDA for such fiscal quarters shall be \$48,156,000, \$ 49,084,000, \$44,118,000 and \$46,937,000, respectively.

“Consolidated First Lien Debt”: at any date, Consolidated Total Debt that is secured by a first priority Lien on any of the assets of the Borrower or any of its Restricted Subsidiaries.

“Consolidated First Lien Net Leverage Ratio”: as of any date of determination, the ratio of (a) Consolidated First Lien Debt less unrestricted cash and Cash Equivalents of the Loan Parties, in an aggregate amount not to exceed \$100,000,000, in each case as of such date to (b) (i) for purposes of Section 7.1(a), Consolidated EBITDA for the Reference Period ended as of such date and (ii) otherwise, Consolidated EBITDA for the Reference Period most recently ended prior to such date for which financial statements have been delivered.

“Consolidated Interest Coverage Ratio”: the ratio of (a) Consolidated EBITDA to (b) Consolidated Cash Interest Expense, in each case for any period of four consecutive fiscal quarters.

“Consolidated Net Income”: for any period, the consolidated net income (or loss) of the Borrower and its Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP; provided, that there shall be excluded (a) the income (or deficit) of any Person accrued prior to the date it becomes a Restricted Subsidiary of the Borrower or is merged into or consolidated with the Borrower or any of its Restricted Subsidiaries, (b) the income (or deficit) of any Person (other than a Restricted Subsidiary of the Borrower) in which the Borrower or any of its Restricted Subsidiaries has an ownership interest, except to the extent that any such income is actually received by the Borrower or such Restricted Subsidiary in the form of dividends or similar distributions and (c) the undistributed earnings of any Restricted Subsidiary of the Borrower to the extent that the declaration or payment of dividends or similar distributions by such Restricted Subsidiary is not at the time permitted by the terms of any Contractual Obligation (other than under any Loan Document) or Requirement of Law applicable to such Restricted Subsidiary.

“Consolidated Total Debt”: at any date, the aggregate principal amount of all Indebtedness of the Borrower and its Restricted Subsidiaries at such date, determined on a consolidated basis in accordance with GAAP.

“Consolidated Total Net Leverage Ratio”: as of any date of determination, the ratio of (a) Consolidated Total Debt less unrestricted cash and Cash Equivalents of the Loan Parties, in an aggregate amount not to exceed \$100,000,000, in each case as of such date, to (b) Consolidated EBITDA for the Reference Period most recently ended prior to such date for which financial statements have been delivered.

“Consolidated Working Capital”: at any date, the excess of Consolidated Current Assets on such date over Consolidated Current Liabilities on such date.

“Contractual Obligation”: as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound (it being agreed that, for purposes of Section 6.4, “Contractual Obligation” shall not include any Loan Document).

“Control”: the possession, directly or indirectly, of the power either 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.

“Convertible Securities”: any Indebtedness of the Borrower or any Subsidiary of the Borrower that is or will become, upon the occurrence of certain specified events or after the passage of a specified amount of time, convertible into or exchangeable for Capital Stock of the Borrower or any Subsidiary of the Borrower, cash or any combination thereof.

“Credit Party”: the Administrative Agent, the Issuing Lender or any other Lender.

“Declined Prepayment Amount”: as defined in Section 2.11(e).

“Default”: any of the events specified in Section 8.1, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

“Defaulting Lender”: any Lender, as reasonably determined by the Administrative Agent, that (a) has refused (either verbally or in writing and has not retracted such refusal) or failed to make available its portion of any incurrence of Revolving Loans or

reimbursement obligations required to be made by it, which refusal or failure is not cured within one Business Day after the date of such refusal or failure (unless, with respect to any incurrence of any Revolving Loans, such Lender notifies the Administrative Agent in writing that such failure is a result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied or waived), (b) has failed to pay over to the Administrative Agent, any Issuing Lender or any other Lender any other amount required to be paid by it within one Business Day of the date when due, (c) has notified the Borrower or any Credit Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a loan under this Agreement cannot be satisfied), (d) has failed, within three Business Days after written request by a Credit Party, acting in good faith and based on the reasonable belief that such Lender may not fulfill its funding obligation, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations to fund prospective Revolving Loans and participations in then outstanding Letters of Credit under this Agreement, unless the subject of a good faith dispute (provided, that such Lender shall cease to be a Defaulting Lender pursuant to this clause (d) upon such Credit Party's receipt of such certification in form and substance reasonably satisfactory to it and the Administrative Agent), or (e) has admitted in writing that it is insolvent or has become the subject of (i) a Bankruptcy Event or (ii) a Bail-In Action.

“Discount Range”: as defined in Section 2.26(b).

“Discounted Prepayment Option Notice”: as defined in Section 2.26(b).

“Discounted Voluntary Prepayment”: as defined in Section 2.26(a).

“Discounted Voluntary Prepayment Notice”: as defined in Section 2.26(e).

“Disposition”: with respect to any property, any sale, lease, sale and leaseback, assignment, conveyance, transfer or other disposition thereof. The terms “Dispose” and “Disposed of” shall have correlative meanings.

“Disqualified Lender”: any Person set forth on Schedule 1.1D.

“Disqualified Stock”: 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 putable 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 that is 91 days after the Final Maturity Date (as in effect on the date of the incurrence of such Disqualified Stock); provided that if such Capital Stock is issued to any plan for the benefit of employees of the Borrower or its Restricted Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Borrower or its Restricted Subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability.

“Disregarded Domestic Subsidiary”: any Domestic Subsidiary (i) that is a direct or indirect Subsidiary of a Foreign Subsidiary or (ii) where substantially all of such Domestic Subsidiary's directly or indirectly held assets consist of Capital Stock or Indebtedness of one or more Foreign Subsidiaries.

“Dollars” and “\$”: dollars in lawful currency of the United States.

“Domestic Subsidiary”: any Subsidiary of the Borrower organized under the laws of any jurisdiction within the United States.

“EEA Financial Institution”: (a) any institution 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 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”: any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority”: 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.

“Environmental Claim”: any written or oral notice, claim, demand, order, action, suit, complaint, proceeding, request for information or other communication by any person alleging liability or potential liability (including without limitation liability or potential liability for investigatory costs, cleanup costs, governmental response costs, natural resource damages, property damage, personal injury, fines or penalties) arising out of, relating to, based on or resulting from (i) the presence, discharge, emission, release or threatened release of any Materials of Environmental Concern at any location; (ii) circumstances forming the basis of any violation or alleged violation of any Environmental Law or Environmental Permit or (iii) otherwise relating to obligations or liabilities under any Environmental Laws.

“Environmental Laws”: any and all foreign, Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, requirements of any Governmental Authority or other Requirements of Law (including common law) regulating, relating to or imposing liability or standards of conduct concerning pollution or protection of the environment or human health and safety.

“Environmental Permits”: any and all permits, licenses, registrations, approvals, notifications, exemptions and any other authorization required under any Environmental Law.

“Environmental Report”: any report, study, assessment, audit, or other similar document that addresses any issue of actual or potential noncompliance with, actual or potential liability under or cost arising out of, or actual or potential impact on business in connection with, any Environmental Law or any proposed or anticipated change in or addition to Environmental Law.

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

“ERISA Affiliate”: any trade or business (whether or not incorporated) which is under common control with a Group Member within the meaning of Section 4001 of ERISA or is part of a group which includes any Group Member and which is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

“ERISA Event”: (a) any Reportable Event; (b) the existence with respect to any Plan of a Prohibited Transaction; (c) any failure by any Pension Plan to satisfy the minimum funding standards (within the meaning of Section 412 or 430 of the Code or Section 302 of ERISA) applicable to such Pension Plan, whether or not waived; (d) the filing pursuant to Section 412 of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Pension Plan, the failure to make by its due date a required installment under Section 430(j) of the Code with respect to any Pension Plan or the failure by any Group Member or any ERISA Affiliate to make any required contribution to a Multiemployer Plan pursuant to Sections 431 or 432 of the Code or any installment payment with respect to Withdrawal Liability; (e) the occurrence of any event or condition which might constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or the incurrence by any Group Member or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Pension Plan, including but not limited to the imposition of any Lien in favor of the PBGC or any Pension Plan; (f) a determination that any Pension Plan is, or is expected to be, in “at risk” status (within the meaning of Section 430 of the Code or Section 303 of ERISA); (g) the receipt by any Group Member or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Pension Plan or to appoint a trustee to administer any Pension Plan under Section 4042 of ERISA; (h) the incurrence by any Group Member or any ERISA Affiliate of any liability with respect to the withdrawal or partial withdrawal from any Pension Plan or Multiemployer Plan; (i) the receipt by any Group Member or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from any Group Member or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, Insolvent or in “endangered” or “critical” status, within the meaning of Section 432 of the Code or Section 305 or Title IV of ERISA or terminated (within the meaning of Section 4041A of ERISA) or (j) the failure of any Plan to comply with any material provisions of ERISA and/or the Code (and applicable regulations under either) or with the material terms of such Plan, other than any such failure that is capable of correction and is corrected within a reasonable period of time following the later of its occurrence or its discovery and in all events before such failure triggers any additional tax or penalty that is material.

“EU Bail-In Legislation Schedule”: the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

“Eurocurrency Reserve Requirements”: for any day as applied to a Eurodollar Loan, the aggregate (without duplication) of the maximum rates (expressed as a decimal fraction) of reserve requirements in effect on such day (including basic, supplemental, marginal and emergency reserves) under any regulations of the Board or other Governmental Authority having jurisdiction with respect thereto dealing with reserve requirements prescribed for eurocurrency funding (currently referred to as “Eurocurrency Liabilities” in Regulation D of the Board) maintained by a member bank of the Federal Reserve System.

“Eurodollar Base Rate”: with respect to any Eurodollar Loan for any Interest Period, the London interbank offered rate as administered by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for Dollars for a period equal in length to such Interest Period as displayed on pages LIBOR01 or LIBOR02 of the Reuters screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; in each case, the “Screen Rate”) at approximately 11:00 A.M., London time, two Business Days prior to the commencement of such Interest Period; provided, that, if the Screen Rate shall not be available at such time for such Interest Period (an “Impacted Interest Period”) with respect to Dollars, then the Eurodollar Base Rate shall be the Interpolated Rate at such time; provided further that if the Screen Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement. “Interpolated Rate” means, at any time, the rate per annum determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the Screen Rate for the longest period (for which that Screen Rate is available in Dollars) that is shorter than the Impacted Interest Period and (b) the Screen Rate for the shortest period (for which that Screen Rate is available for Dollars) that exceeds the Impacted Interest Period, in each case, at such time, provided that if the Interpolated Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement, provided, further, that if a

Screen Rate is not available for the applicable Interest Periods, the Eurodollar Base Rate shall be the arithmetic mean (rounded up to four decimal places) of the rates quoted by the Reference Banks to leading banks in the London interbank market for the offering of deposits in Dollars for such Interest Period, in each case as of 11:00 A.M., London time, two Business Days prior to the beginning of such Interest Period.

“Eurodollar Loans”: Loans the rate of interest applicable to which is based upon the Eurodollar Rate.

“Eurodollar Rate”: with respect to each day during each Interest Period pertaining to a Eurodollar Loan, a rate per annum determined for such day in accordance with the following formula:

$$\frac{\text{Eurodollar Base Rate}}{1.00 - \text{Eurocurrency Reserve Requirements}}$$

“Eurodollar Tranche”: the collective reference to Eurodollar Loans under a particular Facility the then current Interest Periods with respect to all of which begin on the same date and end on the same later date (whether or not such Loans shall originally have been made on the same day).

“Event of Default”: any of the events specified in Section 8.1; provided, that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

“Excess Cash Flow”: for any fiscal year of the Borrower, the excess, if any, of (a) the sum, without duplication, of (i) Consolidated Net Income for such fiscal year, (ii) the amount of all non-cash charges (including depreciation and amortization) deducted in arriving at such Consolidated Net Income, (iii) decreases in Consolidated Working Capital for such fiscal year, (iv) the aggregate net amount of non-cash loss on the Disposition of property by the Group Members during such fiscal year (other than sales of inventory in the ordinary course of business), to the extent deducted in arriving at such Consolidated Net Income, (v) the increase (if any) in the balance of the amount of deferred revenue of the Borrower and its Restricted Subsidiaries for such fiscal year, (vi) the decrease (if any) in the balance of prepaid registry fees of the Borrower and its Restricted Subsidiaries for such fiscal year and (vii) the decrease (if any) in the balance of the amount of deferred tax assets of the Borrower and its Restricted Subsidiaries over deferred tax liabilities of the Borrower and its Restricted Subsidiaries for such fiscal year minus (b) the sum, without duplication, of (i) the amount of all non-cash gains or credits included in arriving at such Consolidated Net Income (including credits included in the calculation of deferred tax assets and liabilities), (ii) the aggregate amount actually paid by the Group Members in cash during such fiscal year on account of Capital Expenditures and Permitted Acquisitions (to the extent not funded with (A) the proceeds of Indebtedness or the issuance of Capital Stock, (B) the Reinvestment Deferred Amount or (C) the Available Amount), (iii) to the extent not funded with the proceeds of Indebtedness, the net amount of Investments made during such period pursuant to Section 7.7(k) and (l) (excluding Investments among the Group Members), (iv) to the extent not funded with (A) the proceeds of Indebtedness or (B) the Available Amount, the aggregate amount of all scheduled principal repayments of Funded Debt (other than the Term Loans and the Revolving Loans) of the Group Members made in cash during such fiscal year (other than in respect of any revolving credit facility to the extent there is not an equivalent permanent reduction in commitments thereunder), (v) to the extent not funded with the proceeds of Indebtedness, the aggregate amount of all scheduled principal repayments of the Term Loans made during such fiscal year, (vi) increases in Consolidated Working Capital for such fiscal year, (vii) the aggregate net amount of non-cash gain on the Disposition of property by the Group Members during such fiscal year (other than sales of inventory in the ordinary course of business), to the extent included in arriving at such Consolidated Net Income, (viii) non-recurring cash fees and expenses incurred in connection with the Transactions or any Permitted Acquisition (whether or not consummated), (ix) cash expenditures in respect of purchase price adjustments paid in connection with the Transactions, any Permitted Acquisition or any other acquisition or other Investment permitted hereunder, (x) the amount (determined by the Borrower) of such Consolidated Net Income (if any) that is mandatorily prepaid or reinvested pursuant to this Agreement (or as to which a waiver of the requirements of such Section applicable thereto has been granted thereunder) prior to the date of determination of Excess Cash Flow for such fiscal year as a result of any Asset Sale or Recovery Event giving rise to such Consolidated Net Income, (xi) the aggregate amount of any premium or penalty actually paid in cash that is required to be made in connection with any prepayment of Indebtedness, (xii) cash expenditures in respect of Swap Agreements during such period to the extent not deducted in arriving at such Consolidated Net Income, (xiii) the amount representing accrued expenses for cash payments (including with respect to retirement plan obligations) that are not paid in cash in such fiscal year; provided, that such amounts will be added to Excess Cash Flow for the following fiscal year to the extent not paid in cash during such following fiscal year (and no future deduction shall be made for purposes of this definition when such amounts are paid in cash in any future period), (xiv) the decrease (if any) in the balance of the amount of deferred revenue of the Borrower and its Restricted Subsidiaries for such fiscal year, (xv) the increase (if any) in the balance of prepaid registry fees of the Borrower and its Restricted Subsidiaries for such fiscal year and (xvi) the increase (if any) in the balance of the amount of deferred tax assets of the Borrower and its Restricted Subsidiaries over deferred tax liabilities of the Borrower and its Restricted Subsidiaries for such fiscal year; provided that the aggregate amount subtracted in the calculation of Excess Cash Flow pursuant to clauses (b)(ii) (in respect of Permitted Acquisitions), (b)(iii) and (b)(ix) above shall not exceed (x) \$35,000,000 in any fiscal year and (y) \$50,000,000 over the term of this Agreement (with such term commencing on the Amendment No. 1 Effective Date).

“Exchange Act”: the Securities Exchange Act of 1934, as amended.

“Excluded Swap Obligation”: with respect to any Subsidiary Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Subsidiary Guarantor of, or the grant by such Subsidiary Guarantor of a security interest to secure, such Swap Obligation (or any guarantee 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 Subsidiary Guarantor’s failure to constitute an “eligible contract participant,” as defined in the Commodity Exchange Act and the regulations thereunder, at the time the guarantee of (or grant of such security interest by, as applicable) such Subsidiary Guarantor becomes or would become effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one Swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to Swaps for which such guarantee or security interest is or becomes illegal.

“Existing Credit Agreement”: the Credit Agreement, dated as of September 9, 2014, as amended by the Amendment, dated as of February 11, 2016, among the Borrower, the lenders and agents party thereto and JPMorgan Chase Bank, N.A., as administrative agent.

“Existing Lender”: any Lender (as defined in the Existing Credit Agreement) immediately prior to the Amendment No. 2 Effective Date.

“Existing Letters of Credit”: the letters of credit identified on Schedule 1.1B.

“Extended Revolving Commitment”: as defined in Section 2.25(a).

“Extended Revolving Loans”: as defined in Section 2.25(a).

“Extended Term Loans”: as defined in Section 2.25(a).

“Extension”: as defined in Section 2.25(a).

“Extension Offer”: as defined in Section 2.25(a).

“Facility”: each of (a) the Term Commitments and the Term Loans made thereunder (the “Term Facility”) and (b) the Revolving Commitments and the extensions of credit made thereunder (the “Revolving Facility”). Additional Facilities may be added pursuant to Section 2.24 and Section 10.1.

“FATCA”: (a) Sections 1471 through 1474 of the Code, as of the Amendment Signing Date, any substantially similar amendments or successor statutes that are substantively comparable and not materially more onerous to comply with, any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code, (b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the United States and any other jurisdiction with the purpose (in either case) of facilitating the implementation of (a) above, and (c) any agreement pursuant to the implementation of paragraphs (a) or (b) above with the United States Internal Revenue Service, the United States government or any governmental or taxation authority in the United States.

“Federal Funds Rate”: for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions, as determined in such manner as the NYFRB shall set forth on its public website from time to time, and published on the next succeeding Business Day by the NYFRB as the federal funds effective rate, provided that if the Federal Funds Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Fee Payment Date”: (a) the third Business Day following the last day of each March, June, September and December and (b) the last day of the Revolving Commitment Period ; provided that the Amendment No. 2 Effective Date shall constitute a Fee Payment Date with respect to accrued and unpaid fees up to but excluding the Amendment No. 2 Effective Date .

“Final Maturity Date”: as at any date, the latest to occur of (a) the Maturity Date, (b) the maturity date in respect of any outstanding Extended Term Loans and (c) the maturity date in respect of any outstanding Term Loans under any Incremental Term Facility.

“Final Revolving Termination Date”: as at any date, the latest to occur of (a) the Revolving Termination Date, (b) the maturity date in respect of any outstanding Extended Revolving Commitments and (c) the maturity date in respect of any outstanding Incremental Revolving Facility.

“Flood Insurance Laws”: collectively, (i) National Flood Insurance Reform Act of 1994 (which comprehensively revised the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973) as now or hereafter in effect or any successor statute thereto, (ii) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (iii) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

“Foreign Benefit Arrangement”: any employee benefit arrangement mandated by non-US law that is maintained or contributed to by any Group Member or any ERISA Affiliate, other than a Foreign Plan.

“Foreign Plan”: each employee benefit plan (within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA) that is not subject to US law and is maintained or contributed to by any Group Member or any ERISA Affiliate, other than a Foreign Benefit Arrangement.

“Foreign Plan Event”: with respect to any Foreign Benefit Arrangement or Foreign Plan, (a) the failure to make or, if applicable, accrue in accordance with normal accounting practices, any employer or employee contributions required by applicable law or by the terms of such Foreign Benefit Arrangement or Foreign Plan; (b) the failure to register or loss of good standing with applicable regulatory authorities of any such Foreign Benefit Arrangement or Foreign Plan required to be registered; or (c) the material and uncorrected failure of any Foreign Benefit Arrangement or Foreign Plan to comply with any material provisions of applicable law and regulations or with the material terms of such Foreign Benefit Arrangement or Foreign Plan.

“Foreign Subsidiary”: any Subsidiary of the Borrower that is not a Domestic Subsidiary.

“Funded Debt”: as to any Person, all Indebtedness of such Person that matures more than one year from the date of its creation or matures within one year from such date but is renewable or extendible, at the option of such Person, to a date more than one year from such date or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date, including all current maturities and current sinking fund payments in respect of such Indebtedness whether or not required to be paid within one year from the date of its creation and, in the case of the Borrower, Indebtedness in respect of the Loans and any Permitted Refinancings thereof.

“Funding Office”: the office of the Administrative Agent specified in Section 10.2 or such other office as may be specified from time to time by the Administrative Agent as its funding office by written notice to the Borrower and the Lenders.

“GAAP”: generally accepted accounting principles in the United States of America as in effect from time to time.

“Governmental Authority”: any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization (including the National Association of Insurance Commissioners), and the Internet Corporation for Assigned Names and Number, the Internet Assigned Number Authority and any other Person that governs, regulates or administers the creation, ownership, registration and/or use of domain names, URLs and Internet addresses, including all gTLDs and ccTLDs).

“Group Member”: collectively, the Borrower and any of its Restricted Subsidiaries.

“Guarantee and Collateral Agreement”: the Guarantee and Collateral Agreement to be executed and delivered by the Borrower and each Subsidiary Guarantor, substantially in the form of Exhibit A.

“Guarantee Obligation”: as to any Person (the “guaranteeing person”), any obligation, including a reimbursement, counterindemnity or similar obligation, of the guaranteeing Person that guarantees or in effect guarantees, or which is given to induce the creation of a separate obligation by another Person (including any bank under any letter of credit) that guarantees or in effect guarantees, any Indebtedness, (the “primary obligations”) of any other third Person (the “primary obligor”) in any manner, whether directly or indirectly, including any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) 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 or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person’s maximum reasonably anticipated liability in respect thereof as determined by the Borrower in good faith.

“Immaterial Subsidiary”: on any date, any Restricted Subsidiary that represented 1% or less of consolidated total assets and 1% or less of annual consolidated revenues (for the most recent Reference Period for which financial statements are available) of the Borrower and its Restricted Subsidiaries as reflected on the most recent financial statements delivered pursuant to Section 6.1(a) prior to such date; provided, that (i) at such time as any such Subsidiary becomes a party to this Agreement or any other Loan Document or executes and delivers a guarantee, security agreement, mortgage or other similar agreement supporting the Obligations, such Subsidiary shall at all times thereafter not be an Immaterial Subsidiary irrespective of the value of its assets or its revenues and (ii) the aggregate assets and aggregate annual consolidated revenues (for the most recent Reference Period for which financial statements are available) of all Immaterial Subsidiaries shall at no time exceed 5% of consolidated total assets and 5% of annual consolidated revenues of the Borrower and its Restricted Subsidiaries, respectively (the “5% Requirement”); provided further, that in the event that the designation of any Restricted

Subsidiary as an Immaterial Subsidiary would result in the failure to comply with the 5% Requirement, the Borrower shall notify the Administrative Agent as to the Restricted Subsidiary or Restricted Subsidiaries which shall no longer be deemed Immaterial Subsidiaries, to the extent required to ensure compliance with the 5% Requirement.

“Incremental Facilities”: as defined in Section 2.24(a).

“Incremental Facility Amendment”: as defined in Section 2.24(b).

“Incremental Facility Closing Date”: as defined in Section 2.24(b).

“Incremental Revolving Facility”: as defined in Section 2.24(a).

“Incremental Revolving Loans”: as defined in Section 2.24(a).

“Incremental Term Facility”: as defined in Section 2.24(a).

“Incremental Term Loans”: as defined in Section 2.24(a).

“Indebtedness”: of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than (i) trade payables and accrued expense payable incurred in the ordinary course of such Person’s business and not more than 90 days overdue, (ii) payroll liabilities or deferred compensation and (iii) Acquisition-Related Deferred Payments and Investment-Related Deferred Payments), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all Capital Lease Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under or in respect of bankers’ acceptances, letters of credit, surety bonds or similar arrangements, (g) the liquidation value of all redeemable preferred Disqualified Stock of such Person, (h) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (g) above, and (i) all obligations of the kind referred to in clauses (a) through (h) above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation, valued at the lesser of (i) if recourse is limited to such property, the fair market value of such property or (ii) the amount of the Indebtedness of such other Person; provided that Indebtedness shall not include indemnifications, purchase price adjustments, earnouts, contingent payments or deferred payment obligations of a similar nature incurred in connection with Investments permitted by Section 7.7 until such obligations become a liability on the balance sheet of such Person in accordance with GAAP. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person’s ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not liable therefor. Notwithstanding anything to the contrary set forth herein, in no event shall any Permitted Equity Derivative Instruments or obligations thereunder constitute Indebtedness under this Agreement.

“Indemnified Liabilities”: as defined in Section 10.5.

“Indemnitee”: as defined in Section 10.5.

“Insolvent”: with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of Section 4245 of ERISA.

“Intellectual Property”: the collective reference to all intellectual property and all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses (each as defined in the Guarantee and Collateral Agreement), trade secrets, know-how and other proprietary information and related documentation, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

“Interest Payment Date”: (a) as to any ABR Loan, the first Business Day following the last day of each March, June, September and December (or, if an Event of Default is in existence, the first Business Day following last day of each calendar month) to occur while such Loan is outstanding and the final maturity date of such Loan, (b) as to any Eurodollar Loan having an Interest Period of three months or less, the last day of such Interest Period, (c) as to any Eurodollar Loan having an Interest Period longer than three months, each day that is three months, or a whole multiple thereof, after the first day of such Interest Period and (d) as to any Loan (other than any Revolving Loan that is an ABR Loan), the date of any repayment or prepayment made in respect thereof; provided that the Amendment No. 2 Effective Date shall constitute an Interest Payment Date with respect to accrued and unpaid interest up to but excluding the Amendment No. 2 Effective Date for all Loans .

“Interest Period”: as to any Eurodollar Loan, (a) initially, the period commencing on the borrowing or conversion date, as

the case may be, with respect to such Eurodollar Loan and ending one, two, three or six months (or, if agreed to by all Lenders under the relevant Facility, twelve months or a shorter period) thereafter, as selected by the Borrower in its notice of borrowing or notice of conversion, as the case may be, given with respect thereto; and (b) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to such Eurodollar Loan and ending one, two, three or six months (or, if agreed to by all Lenders under the relevant Facility, twelve months or a shorter period) thereafter, as selected by the Borrower by irrevocable notice to the Administrative Agent not later than 1:00 P.M., New York City time, on the date that is three Business Days prior to the last day of the then current Interest Period with respect thereto; provided that, all of the foregoing provisions relating to Interest Periods are subject to the following:

- (i) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;
- (ii) the Borrower may not select an Interest Period under a particular Facility that would extend beyond the Revolving Termination Date (or, with respect to any Extended Revolving Loans or any Loans under an Incremental Revolving Facility, the maturity date with respect thereto) or beyond the date final payment is due on the Term Loans (or, with respect to any Extended Term Loans or any Loans under an Incremental Term Facility, the maturity date with respect thereto);
- (iii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month; and
- (iv) the Borrower shall select Interest Periods so as not to require a payment or prepayment of any Eurodollar Loan during an Interest Period for such Loan.

“Interpolated Rate”: as defined in the definition of “Eurodollar Base Rate”.

“Investment-Related Deferred Payments”: indemnifications, purchase price adjustments, earnouts, contingent payments or deferred payment obligations of a similar nature incurred in connection with Investments permitted by Section 7.7 to the extent required to be recorded as liabilities on a balance sheet of the applicable Person in accordance with GAAP; provided that at the time of incurrence of any Investment-Related Deferred Payment (and after giving effect thereto), the aggregate amount of Investment-Related Deferred Payments outstanding shall not exceed 50% of Consolidated EBITDA for the Reference Period most recently ended prior to such date for which financial statements have been delivered.

“Investments”: as defined in Section 7.7.

“Issuing Lender”: (a) JPMorgan Chase Bank, N.A. or any affiliate thereof or (b) any other Revolving Lender (or any affiliate thereof) which agrees to be an Issuing Lender and is reasonably acceptable to the Borrower and the Administrative Agent, in their respective capacity as issuer of any Letter of Credit. Each reference herein to “the Issuing Lender” shall be deemed to be a reference to the relevant Issuing Lender with respect to the relevant Letter of Credit.

“L/C Commitment”: \$50,000,000.

“L/C Disbursement”: a payment made by an Issuing Lender pursuant to a Letter of Credit.

“L/C Obligations”: at any time, an amount equal to the sum of (a) the aggregate then undrawn and unexpired amount of the then outstanding Letters of Credit and (b) the aggregate amount of drawings under Letters of Credit that have not then been reimbursed pursuant to Section 3.5.

“L/C Participants”: the collective reference to all the Revolving Lenders other than the Issuing Lender.

“L/C Sublimit”: (a) with respect to JPMorgan Chase Bank, N.A., in its capacity as an Issuing Lender, \$35,000,000 and (b) with respect to any other Issuing Lender, an amount separately agreed by such Issuing Lender and the Borrower.

“Lead Arrangers”: the collective reference to JPMorgan Chase Bank, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Compass Bank, Regions Capital Markets, SunTrust Robinson Humphrey, Inc. and Wells Fargo Securities, LLC.

“Lender Participation Notice”: as defined in Section 2.26(c).

“Lenders”: as defined in the preamble hereto; provided, that unless the context otherwise requires, each reference herein to the Lenders shall be deemed to include any Conduit Lender.

“Letters of Credit”: as defined in Section 3.1(a).

“Lien”: any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other),

charge or other security interest or any preference, priority or other security agreement or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

“Limited Condition Acquisition”: any Permitted Acquisition or other acquisition permitted hereunder by one or more of the Borrower and its Restricted Subsidiaries whose consummation is not expressly subject to a condition precedent that requires the availability of, or obtaining, debt or equity financing from a third party.

“Loan”: any loan made by any Lender pursuant to this Agreement.

“Loan Documents”: this Agreement, the Security Documents, any amendment or supplement entered into in connection with any Incremental Facility and any amendment, waiver, supplement or other modification to any of the foregoing.

“Loan Parties”: the Borrower and each of its Subsidiaries that is a party to a Loan Document.

“Majority Facility Lenders”: with respect to any Facility, the holders of more than 50% of the aggregate unpaid principal amount of the Term Loans or the Total Revolving Extensions of Credit, as the case may be, outstanding under such Facility (or, in the case of the Revolving Facility, prior to any termination of the Revolving Commitments, the holders of more than 50% of the Total Revolving Commitments).

“Management Group”: the group consisting of the directors, executive officers and other management personnel of the Borrower on the Amendment Signing Date together with (a) any new directors of the Borrower whose election by such Board of Directors or whose nomination for election by the shareholders of the Borrower was approved by a vote of a majority of the directors of the Borrower then still in office who were either directors on the Amendment Signing Date or whose election or nomination was previously so approved and (b) executive officers and other management personnel of the Borrower hired at a time when the directors on the Amendment Signing Date together with the directors so approved constituted a majority of the directors of the Borrower.

“Material Adverse Effect”: a material adverse effect on (a) the business, operations, property, or financial condition of the Group Members taken as a whole or (b) the validity or enforceability of this Agreement or any of the other Loan Documents or the rights and remedies of the Administrative Agent or the Lenders hereunder or thereunder.

“Material Restricted Subsidiary”: at any date of determination, each Restricted Subsidiary other than Immaterial Subsidiaries.

“Materials of Environmental Concern”: any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products, asbestos, polychlorinated biphenyls, urea-formaldehyde insulation or any hazardous, toxic or other substances, materials or wastes, regulated pursuant to or that could give rise to liability under any Environmental Law.

“Maturity Date”: March 31, 2021.

“Minimum Extension Condition”: as defined in Section 2.25(b).

“Minimum Tranche Amount”: as defined in Section 2.25(b).

“Mortgaged Property”: each real property, if any, which shall be subject to a Mortgage delivered after the Amendment No. 2 Effective Date pursuant to Section 6.10(b).

“Mortgages”: each of the mortgages and deeds of trust made by any Loan Party in favor of, or for the benefit of, the Administrative Agent for the benefit of the Lenders, in form and substance reasonably satisfactory to the Administrative Agent.

“Multiemployer Plan”: a Plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“Net Cash Proceeds”: (a) in connection with any Asset Sale or any Recovery Event, the proceeds thereof in the form of cash and Cash Equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received), net of attorneys’ fees, accountants’ fees, investment banking and other customary advisor fees, amounts required to be applied to the repayment of Indebtedness secured by a Lien expressly permitted hereunder on any asset that is the subject of such Asset Sale or Recovery Event (other than any Lien pursuant to a Security Document) and other customary fees and expenses actually incurred in connection therewith and net of taxes paid or reasonably estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements) and (b) in connection with any issuance or sale of Capital Stock or any incurrence of Indebtedness, the cash proceeds received from such issuance or incurrence, net of attorneys’ fees, investment banking and other customary advisor fees, accountants’ fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith.

“Non-Consenting Lender”: as defined in Section 10.1.

“Non-Excluded Taxes”: as defined in Section 2.19(a).

“Non-U.S. Lender”: as defined in Section 2.19(e).

“Non-Wholly Owned Subsidiary”: any Domestic Subsidiary that is not a Wholly Owned Subsidiary.

“Notes”: the collective reference to any promissory note evidencing Loans, substantially in the form of Exhibit H-1 in the case of a Note with respect to a Term Loan and substantially in the form of Exhibit H-2 in the case of a Note with respect to Revolving Loans.

“NYFRB”: the Federal Reserve Bank of New York.

“NYFRB Rate”: for any day, the greater of (a) the Federal Funds Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a Federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero.

“Obligations”: the unpaid principal of and interest on (including interest accruing after the maturity of the Loans and Reimbursement Obligations and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans and all other obligations and liabilities of the Borrower to the Administrative Agent or to any Lender (or, in the case of (a) Specified Swap Agreements, a Person that is a Lender or an Affiliate of a Lender at the time such Specified Swap Agreement is entered into (or, in respect of any Swap Agreement entered into prior to the Closing Date, any Person that is a Lender or an Affiliate of a Lender on the Closing Date), notwithstanding whether such Person subsequently ceases at any time to be a Lender or an Affiliate thereof under this Agreement for any reason, and (b) Specified Cash Management Agreements, any Affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, any other Loan Document, the Letters of Credit, any Specified Swap Agreement, any Specified Cash Management Agreement or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including all fees, charges and disbursements of counsel to the Administrative Agent or to any Lender that are required to be paid by the Borrower pursuant hereto) or otherwise; provided that for purposes of determining any Guarantee Obligations of any Subsidiary Guarantor pursuant to the Guarantee and Collateral Agreement, the definition of “Obligations” shall not create any guarantee by any Subsidiary Guarantor of (or grant of security interest by any Subsidiary Guarantor to support, if applicable) any Excluded Swap Obligations of such Subsidiary Guarantor.

“Offered Loans”: as defined in Section 2.26(c).

“Other Taxes”: any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document, including any interest, additions to tax or penalties applicable thereto.

“Overnight Bank Funding Rate”: for any day, the rate comprised of both overnight federal funds and overnight Eurodollar borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on its public website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate (from and after such date as the NYFRB shall commence to publish such composite rate).

“Participant”: as defined in Section 10.6(c).

“Participant Register”: as defined in Section 10.6(c).

“Patriot Act”: as defined in Section 10.17.

“PBGC”: the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

“Pension Plan”: any Plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA.

“Permitted Acquisition”: as defined in Section 7.7(h).

“Permitted Equity Derivative Instruments”: any call options, forward purchase, accelerated share repurchase, call option, warrant or other derivative contracts (or similar instruments) relating to the Capital Stock of the Borrower or any Subsidiary of the Borrower (or the cash value thereof), any share loan agreements or similar arrangements (for the lending of Capital Stock by the Borrower or any

Subsidiary of the Borrower to any underwriter or third party) and any warrants to purchase or otherwise acquire any Capital Stock of the Borrower or any Subsidiary of the Borrower (or the cash value thereof), in each case purchased, entered into or issued contemporaneously or otherwise in connection with the issuance of Convertible Securities and any instrument entered into in connection with any “unwind” of any of the foregoing; provided that, with respect to any such issuance of Convertible Securities, the aggregate net cash consideration paid by the Borrower and its Subsidiaries for Permitted Equity Derivative Instruments acquired, entered into or issued in connection therewith (net of any proceeds received by the Borrower and its Subsidiaries for the sale or issuance of any Permitted Equity Derivative Instruments entered into or issued in connection therewith) shall not exceed 20% of the gross proceeds received by the Borrower or any Subsidiary of the Borrower in connection with the issuance of such Convertible Securities.

“Permitted Investors”: the Management Group.

“Permitted Refinancing”: with respect to any Indebtedness of any person, any modification, refinancing, refunding, replacement, renewal or extension of such Indebtedness, in whole or in part; provided, that (i) in the case of any modification, refinancing, refunding, replacement, renewal or extension of Indebtedness permitted pursuant to Section 7.2(g), assumed pursuant to Section 7.2(q) or incurred pursuant to Section 7.2(v), no person that is not an obligor with respect to such Indebtedness immediately prior to such modification, refinancing, refunding, replacement, renewal or extension shall be an obligor with respect to such Indebtedness after giving effect to such modification, refinancing, refunding, replacement, renewal or extension, (ii) the final maturity and weighted average life to maturity of such Indebtedness shall not be shortened as a result of such modification, refinancing, refunding, replacement, renewal or extension, (iii) in the case of any modification, refinancing, refunding, replacement, renewal or extension of Indebtedness incurred pursuant to Section 7.2(e), the other material terms and conditions of such Indebtedness after giving effect to such modification, refinancing, refunding, replacement, renewal or extension, taken as a whole, including the collateral if any securing such Indebtedness, shall not be materially more restrictive as determined by the Borrower in good faith, (iv) if the Indebtedness being modified, refinanced, refunded, renewed or extended is subordinated in right of payment to the Obligations, such modification, refinancing, refunding, renewal or extension (x) is subordinated in right of payment to the Obligations on terms at least as favorable on the whole to the Lenders as those contained in the documentation governing the Indebtedness being modified, refinanced, refunded, renewed or extended and (y) matures no earlier than the date that is 91 days after the latest maturity date hereunder at the time of incurrence thereof, (v) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, replaced, renewed or extended except by an amount (such amount, the “Additional Permitted Amount”) equal to unpaid accrued interest and premium thereon at such time plus reasonable fees and expenses incurred in connection with such modification, refinancing, refunding, replacement, renewal or extension, (vi) if the Indebtedness being modified, refinanced, refunded, renewed or extended consists of Convertible Notes or Indebtedness incurred pursuant to Section 7.2(v) (or, in each case, any Permitted Refinancing in respect thereof), such modification, refinancing, refunding, renewal or extension matures no earlier than the date that is 91 days after the latest maturity date hereunder at the time of incurrence thereof and (vii) for the avoidance of doubt, the Indebtedness being so modified, refinanced, refunded, replaced, renewed or extended is paid down (or commitments in respect thereof are reduced) on a dollar-for-dollar basis by such Permitted Refinancing (other than by the Additional Permitted Amount). In the case of any Indebtedness that otherwise satisfies the requirements of “Permitted Refinancing” with respect to any Convertible Notes, such Indebtedness may be deemed by the Borrower to be a Permitted Refinancing even if not incurred contemporaneously with the repayment or repurchase of the related Convertible Notes, but, if incurred prior to the redemption, repurchase or other repayment of the related Convertible Notes, such Indebtedness shall not qualify as a Permitted Refinancing unless and until (and only to the extent of) the relevant redemption, repurchase or repayment of such Convertible Notes has been consummated. An item of Indebtedness that was originally incurred under and in compliance with another clause of Section 7.1 may, if later qualifying as a Permitted Refinancing of Convertible Notes under such Section, be reclassified under Section 7.1 upon such qualification as a Permitted Refinancing of Convertible Notes. Permitted Refinancing will include any Registered Equivalent Notes issued in exchange for the Indebtedness being Refinanced.

“Permitted Sale and Leaseback”: the sale and leaseback of the property located at 1425 North Washington Street, Spokane, Washington.

“Person”: an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Plan”: any employee benefit plan as defined in Section 3(3) of ERISA, including any employee welfare benefit plan (as defined in Section 3(1) of ERISA), any employee pension benefit plan (as defined in Section 3(2) of ERISA but excluding any Multiemployer Plan), and any plan which is both an employee welfare benefit plan and an employee pension benefit plan, and in respect of which any Group Member or any ERISA Affiliate is (or, if such Plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in section 3(5) of ERISA.

“Prime Rate”: the rate of interest per annum publicly announced from time to time by JPMorgan Chase Bank, N.A. as its prime rate in effect at its principal office in New York City (the Prime Rate not being intended to be the lowest rate of interest charged by JPMorgan Chase Bank, N.A. in connection with extensions of credit to debtors).

“Prohibited Transaction”: as described in Section 406 of ERISA and Section 4975(c)(1) of the Code.

“Properties”: as defined in Section 4.17(a).

“Proposed Change”: as defined in Section 10.1.

“Proposed Discounted Prepayment Amount”: as defined in Section 2.26(b).

“Qualifying Lenders”: as defined in Section 2.26(d).

“Qualifying Loans”: as defined in Section 2.26(d).

“Recovery Event”: any settlement of or payment in respect of any property or casualty insurance claim or any condemnation proceeding relating to any asset of the Borrower or any of its Restricted Subsidiaries.

“Reference Banks”: two or more banks as may be appointed by the Administrative Agent (and agreed by such bank) in consultation with the Borrower.

“Refinance”: with respect to any Indebtedness, any modification, refinancing, refunding, renewal, replacement, extension or exchange thereof. “Refinanced” and “Refinancing” shall have the corresponding meanings.

“Refinancing Indebtedness”: as defined in Section 7.2(a).

“Register”: as defined in Section 10.6(b)(iv).

“Regulation S-X”: Regulation S-X of the Securities Act of 1933, as amended from time to time.

“Regulation U”: Regulation U of the Board as in effect from time to time.

“Reimbursement Obligation”: the obligation of the Borrower to reimburse the Issuing Lender pursuant to Section 3.5 for amounts drawn under Letters of Credit.

“Reinvestment Deferred Amount”: with respect to any Reinvestment Event, the aggregate Net Cash Proceeds received by the Borrower or any of its Restricted Subsidiaries in connection therewith that are not applied to prepay the Term Loans or reduce the Revolving Commitments pursuant to Section 2.11(b) as a result of the delivery of a Reinvestment Notice.

“Reinvestment Event”: any Asset Sale or Recovery Event in respect of which the Borrower has delivered a Reinvestment Notice.

“Reinvestment Notice”: a written notice executed by a Responsible Officer stating that no Event of Default has occurred and is continuing and that the Borrower (directly or indirectly through a Subsidiary) intends and expects to use all or a specified portion of the Net Cash Proceeds of an Asset Sale or Recovery Event to acquire or repair assets useful in its business, other than current assets.

“Reinvestment Prepayment Amount”: with respect to any Reinvestment Event, the Reinvestment Deferred Amount relating thereto less any amount expended prior to the relevant Reinvestment Prepayment Date to acquire or repair assets useful in the Borrower’s business, other than current assets.

“Reinvestment Prepayment Date”: with respect to any Reinvestment Event, the earlier of (a) the date occurring twelve months after such Reinvestment Event (or, if the Borrower enters into a legally binding commitment to reinvest the Net Cash Proceeds from such Reinvestment Event within such 12-month period, the date that is 180 days after the end of such 12-month period) and (b) the date on which the Borrower shall have determined not to, or shall have otherwise ceased to, acquire or repair assets useful in the Borrower’s business, other than current assets, with all or any portion of the relevant Reinvestment Deferred Amount.

“Related Parties”: with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person’s Affiliates.

“Replaced Revolving Facility”: as defined in Section 10.1.

“Replacement Revolving Facility”: as defined in Section 10.1.

“Replaced Term Loans”: as defined in Section 10.1.

“Replacement Term Loans”: as defined in Section 10.1.

“Reportable Event”: any of the events set forth in Section 4043(c) of ERISA, other than those events as to which the thirty day notice period is waived under the regulations issued pursuant to Section 4043(b) of ERISA.

“Required Lenders”: the holders of more than 50% of the sum of (a) the aggregate unpaid principal amount of the Term

Loans then outstanding and (b) the Total Revolving Commitments then in effect or, if the Revolving Commitments have been terminated, the Total Revolving Extensions of Credit then outstanding.

“Requirement of Law”: as to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case 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”: the chief executive officer, president or chief financial officer of the Borrower, but in any event, with respect to financial matters, the chief financial officer of the Borrower.

“Restricted Debt Payments”: as defined in Section 7.8(a).

“Restricted Payments”: as defined in Section 7.6.

“Restricted Subsidiary”: any Subsidiary other than an Unrestricted Subsidiary.

“Revolving Commitment”: as to any Lender, the obligation of such Lender, if any, to make Revolving Loans and participate in Letters of Credit in an aggregate principal and/or face amount not to exceed the amount set forth under the heading “Revolving Commitment” opposite such Lender’s name on Schedule 1.1A or in the Assignment and Assumption pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof. The aggregate amount of the Total Revolving Commitments is \$260,000,000 on the Amendment No. 2 Effective Date.

“Revolving Commitment Period”: the period from and including the Closing Date to the Revolving Termination Date.

“Revolving Credit Exposure”: with respect to any Lender at any time, the sum of the outstanding principal amount of such Revolving Lender's Revolving Loans and its L/C Obligations at such time.

“Revolving Extensions of Credit”: as to any Revolving Lender at any time, an amount equal to the sum of (a) the aggregate principal amount of all Revolving Loans held by such Lender then outstanding and (b) such Lender’s Revolving Percentage of the L/C Obligations then outstanding.

“Revolving Lender”: each Lender that has a Revolving Commitment or that holds Revolving Loans.

“Revolving Loans”: as defined in Section 2.4(a).

“Revolving Percentage”: as to any Revolving Lender at any time, the percentage which such Lender’s Revolving Commitment then constitutes of the Total Revolving Commitments or, at any time after the Revolving Commitments shall have expired or terminated, the percentage which the aggregate principal amount of such Lender’s Revolving Loans then outstanding constitutes of the aggregate principal amount of the Revolving Loans then outstanding; provided, that (a) in the event that the Revolving Loans are paid in full prior to the reduction to zero of the Total Revolving Extensions of Credit, the Revolving Percentages shall be determined in a manner designed to ensure that the other outstanding Revolving Extensions of Credit shall be held by the Revolving Lenders on a comparable basis and (b) in the case of Section 2.23 when a Defaulting Lender shall exist, “Revolving Percentage” shall mean the percentage of the Total Revolving Commitments (disregarding any Defaulting Lender’s Revolving Commitment) represented by such Lender’s Revolving Commitment.

“Revolving Termination Date”: March 31, 2021.

“Rollover Letters of Credit”: the letters of credit identified on Schedule 1.1C.

“Sanctioned Person”: at any time, (a) any Person listed in any Sanctions-related list of specially designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the U.S. Department of Commerce or the U.S. Department of the Treasury, (b) any Person operating, organized or resident in a jurisdiction subject to any Sanctions or (c) any Person Controlled by any such Person.

“Sanctions”: economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the U.S. Department of Commerce or the U.S. Department of the Treasury.

“SEC”: the Securities and Exchange Commission, any successor thereto and any analogous Governmental Authority.

“Secured Parties”: the collective reference to the Administrative Agent, the Issuing Lender, the Lenders and any Affiliate of any Lender to which Obligations are owed by any Loan Party (including, (i) with respect to Specified Swap Agreements, any Person that is a Lender or an Affiliate of a Lender at the time such Specified Swap Agreement is entered into (or, in respect of any Swap Agreement entered

into prior to the Closing Date, any Person that is a Lender or an Affiliate of a Lender on the Closing Date), and (ii) any Lender or any Affiliate of any Lender party to a Specified Cash Management Agreement, notwithstanding in each of clauses (i) and (ii) whether such Person subsequently ceases at any time to be a Lender or an Affiliate thereof under this Agreement for any reason).

“Security Documents”: the collective reference to the Guarantee and Collateral Agreement, any Mortgages and all other security documents hereafter delivered to the Administrative Agent granting a Lien on any property of any Person to secure the obligations and liabilities of any Loan Party under any Loan Document.

“Solvent”: when used with respect to any Person, means that, as of any date of determination, (a) the amount of the “fair value” of the assets of such Person will, as of such date, exceed the amount of all “liabilities of such Person, contingent or otherwise”, as of such date, as such quoted terms are determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors, (b) the present fair saleable value of the assets of such Person will, as of such date, be greater than the amount that will be required to pay the liability of such Person on its debts as such debts become absolute and matured as such quoted terms are determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors, (c) such Person will not have, as of such date, an unreasonably small amount of capital with which to conduct its business, and (d) such Person will be able to pay its debts as they mature. For purposes of this definition, (i) “debt” means liability on a “claim”, and (ii) “claim” means any (x) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (y) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured or unmatured, disputed, undisputed, secured or unsecured.

“Specified Cash Management Agreement”: any agreement providing for treasury, depository, purchasing card or cash management services, or bank card products or services provided in connection therewith, including in connection with any automated clearing house transfers of funds or any similar transactions between any Loan Party and any Lender or an Affiliate thereof, which has been designated by such Lender and the Borrower, by notice to the Administrative Agent not later than 90 days after the execution and delivery by such Loan Party (or, if executed prior to the Closing Date, not later than 90 days after the Closing Date), as a “Specified Cash Management Agreement”.

“Specified Swap Agreement”: any Swap Agreement in respect of interest rates, currency exchange rates or commodity prices entered into by any Loan Party and any Person that is a Lender or an Affiliate of a Lender at the time such Swap Agreement is entered into (or, in respect of any Swap Agreement entered into prior to the Closing Date, any Person that is a Lender or an Affiliate of a Lender on the Closing Date), notwithstanding whether such Person subsequently ceases at any time to be a Lender or an Affiliate thereof under this Agreement for any reason.

“Specified Target”: the Person previously identified to the Administrative Agent.

“Subordinated Indebtedness”: any Indebtedness of any Group Member that is subordinated in right of payment to the Obligations.

“Subsidiary”: as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the Board of Directors of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a “Subsidiary” or to “Subsidiaries” in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrower.

“Subsidiary Guarantor”: each direct or indirect Material Restricted Subsidiary of the Borrower (other than any Foreign Subsidiary, Disregarded Domestic Subsidiary, Non-Wholly Owned Subsidiary or Captive Insurance Subsidiary) that becomes a party to the Guarantee and Collateral Agreement pursuant to Section 5.1(a) or 6.10(c).

“Swap”: any agreement, contract, or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

“Swap Agreement”: 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; provided, that 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 Borrower or any of its Restricted Subsidiaries shall be a “Swap Agreement”.

“Swap Obligation”: with respect to any person, any obligation to pay or perform under any Swap.

“Taxes”: as defined in Section 2.19(a).

“Term Commitment”: as to any Lender, the obligation of such Lender, if any, to make a Term Loan to the Borrower on the Amendment No. 1 Effective Date as set forth in the Existing Credit Agreement and the obligation of such Lender, if any, to make an Incremental Term Loan (as defined in Amendment No. 2) to the Borrower on the Amendment No. 2 Effective Date.

“Term Lenders”: each Lender that has a Term Commitment or that holds a Term Loan.

“Term Loans”: as defined in Section 2.1 (and which term includes the term loans made pursuant to Amendment No. 2). As of the Amendment No. 2 Effective Date (and after giving effect to the term loans made pursuant to Amendment No. 2), the Term Loans of each Lender are as set forth on Schedule 1.1A and the aggregate outstanding principal amount thereof is \$430,250,000.

“Term Percentage”: the percentage which the aggregate principal amount of such Lender’s Term Loans then outstanding constitutes of the aggregate principal amount of the Term Loans then outstanding.

“Total Revolving Commitments”: at any time, the aggregate amount of the Revolving Commitments then in effect.

“Total Revolving Extensions of Credit”: at any time, the aggregate amount of the Revolving Extensions of Credit of the Revolving Lenders outstanding at such time.

“Transaction Expenses”: any non-recurring fees or expenses incurred or paid by any Group Member in connection with the Amendment No. 2 Transactions.

“Transactions”: the Closing Date Transactions and the Amendment No. 2 Transactions.

“Transferee”: any Assignee or Participant.

“Type”: as to any Loan, its nature as an ABR Loan or a Eurodollar Loan.

“United States”: the United States of America.

“Unrestricted Subsidiary”: any Subsidiary of the Borrower designated by the Board of Directors of the Borrower as an Unrestricted Subsidiary pursuant to Section 6.11.

“Wholly Owned Subsidiary”: as to any Person, any other Person all of the Capital Stock of which (other than directors’ qualifying shares required by law) is owned by such Person directly and/or through other Wholly Owned Subsidiaries.

“Withdrawal Liability”: any liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are described in Sections 4203 and 4205, respectively, of ERISA.

“Write-Down and Conversion Powers”: 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 EU Bail-In Legislation Schedule.

1.2. Other Definitional Provisions. (a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(a) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms relating to the Borrower or any of its Restricted Subsidiaries not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP (provided, that except as expressly specified in the definition of Consolidated EBITDA, notwithstanding anything to the contrary herein, all accounting or financial terms used herein shall be construed, and all financial computations pursuant hereto shall be made, without giving effect to any election under Statement of Financial Accounting Standards 159 (or any other Financial Accounting Standard having a similar effect) to value any Indebtedness or other liabilities of the Borrower or any of its Restricted Subsidiaries at “fair value”, as defined therein), (ii) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, (iii) the word “incur” shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words “incurred” and “incurrence” shall have correlative meanings), (iv) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, Capital Stock, securities, revenues, accounts, leasehold interests and contract rights, and (v) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, supplemented, restated or otherwise modified from time to time. In the event that any Accounting Change (as defined below) shall occur and such change results in a change in the method of determination or calculation under this Agreement, then the Borrower and the Administrative Agent agree to enter into good faith negotiations in order to amend such provisions of this Agreement so as to equitably reflect such Accounting Change with the desired result that the criteria for evaluating the Borrower and its Restricted Subsidiaries consolidated financial condition shall be the same after such Accounting Change as if such Accounting Change had

not been made. Until such time as such an amendment shall have been executed and delivered by the Borrower, the Administrative Agent and the Required Lenders, all accounting determinations and computations made hereunder (including under Section 7.1 and the definitions used in such calculation) shall continue to be calculated or construed as if such Accounting Change had not occurred. “Accounting Change” refers to any change in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC. Unless otherwise expressly provided, Section 7.1 and all defined financial terms shall be computed on a consolidated basis for the Borrower and its Restricted Subsidiaries, in each case without duplication. Notwithstanding anything in this Agreement or any other Loan Document to the contrary, for the purposes of calculating compliance with any covenant in this Agreement or any other Loan Document, no effect shall be given to any change in GAAP arising out of a change described in the Proposed Accounting Standards Update to Leases (Topic 840) dated August 17, 2010 or a substantially similar pronouncement.

(b) The words “hereof”, “herein” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(c) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

SECTION 2. AMOUNT AND TERMS OF COMMITMENTS

2.1. Term Commitments. Subject to the terms and conditions hereof, each Term Lender severally agrees to make term loans (the “Term Loans”) to the Borrower on the Amendment No. 1 Effective Date and the Amendment No. 2 Effective Date, as applicable, in an aggregate amount equal to its Term Commitment, which term loans shall be made by such Term Lender making a Term Loan in an aggregate amount equal to its Term Commitment. The Term Loans may from time to time be Eurodollar Loans or ABR Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.2 and 2.12.

2.2. Procedure for Term Loan Borrowing. The Borrower shall give the Administrative Agent irrevocable notice in the form of Exhibit F (which notice must be received by the Administrative Agent prior to 12:00 Noon, New York City time, (a) two Business Days prior to the anticipated Amendment No. 1 Effective Date, in the case of Eurodollar Loans, (b) one Business Day prior to the anticipated Amendment No. 1 Effective Date, in the case of ABR Loans, (c) two Business Days prior to the anticipated Amendment No. 2 Effective Date (or such later time as the Administrative Agent may agree to in its sole discretion), in the case of Eurodollar Loans or (d) one Business Day prior to the anticipated Amendment No. 2 Effective Date, in the case of ABR Loans) requesting that the Term Lenders make the Term Loans on the Amendment No. 1 Effective Date or Amendment No. 2 Effective Date, as applicable, and specifying the amount to be borrowed. Upon receipt of such notice the Administrative Agent shall promptly notify each Term Lender thereof. Not later than 9:00 A.M., New York City time, on the Amendment No. 1 Effective Date each Term Lender shall make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to the Term Loan or Term Loans to be made by such Lender; provided, that if any Term Lender has not funded its portion of the Term Loan to be funded by it by 9:00 A.M., New York City time on the Amendment No. 1 Effective Date and has not indicated to the Administrative Agent that it will not be funding such portion of its Term Loan, the Administrative Agent is authorized to advance such Term Lender’s portion of its Term Loan; provided further, that such Term Lender shall fund the portion of its Term Loan to be funded by it on the Amendment No. 1 Effective Date no later than 12:00 Noon, New York City time on the Amendment No. 1 Effective Date. No later than 2:00 p.m., New York City time, on the Amendment No. 2 Effective Date, each Incremental Term Lender (as defined in Amendment No. 2) shall make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to the Incremental Term Loan (as defined in Amendment No. 2) to be made by such Incremental Term Lender (as defined in Amendment No. 2). The Administrative Agent shall credit the account of the Borrower on the books of such office of the Administrative Agent with the aggregate of the amounts made available through a funding to the Administrative Agent by the Term Lenders in immediately available funds.

2.3. Repayment of Term Loans. Subject to adjustment as a result of prior payments in accordance with the terms of this Agreement, the Borrower shall repay, and there shall become due and payable (together with accrued interest thereon), on the last Business Day of each fiscal quarter listed below, commencing on June 30, 2017, the aggregate principal amount of Term Loans indicated opposite such fiscal quarter:

<u>Fiscal Quarter</u>	<u>Amortized Payment of Term Loans</u>
June 2017	\$5,516,026
September 2017	\$5,516,026
December 2017	\$5,516,026

March 2018	\$5,516,026
June 2018	\$8,274,038
September 2018	\$8,274,038
December 2018	\$8,274,038
March 2019	\$8,274,038
June 2019	\$11,032,051
September 2019	\$11,032,051
December 2019	\$11,032,051
March 2020	\$11,032,051
June 2020	\$11,032,051
September 2020	\$11,032,051
December 2020	\$11,032,051
March 2021	\$11,032,051

Any remaining unpaid principal amount of Term Loans shall be due and payable on the Maturity Date.

2.4. Revolving Commitments. (a) Subject to the terms and conditions hereof, each Revolving Lender severally agrees to make revolving credit loans (“Revolving Loans”) to the Borrower from time to time during the Revolving Commitment Period in an aggregate principal amount at any one time outstanding which, when added to such Lender’s Revolving Percentage of the L/C Obligations then outstanding, does not exceed the amount of such Lender’s Revolving Commitment. During the Revolving Commitment Period the Borrower may use the Revolving Commitments by borrowing, prepaying the Revolving Loans in whole or in part, and reborrowing, all in accordance with the terms and conditions hereof. The Revolving Loans may from time to time be Eurodollar Loans or ABR Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.5 and 2.12.

(a) The Borrower shall repay all outstanding Revolving Loans on the Revolving Termination Date.

2.5. Procedure for Revolving Loan Borrowing. The Borrower may borrow under the Revolving Commitments during the Revolving Commitment Period on any Business Day; provided, that the Borrower shall give the Administrative Agent irrevocable notice in the form of Exhibit F (which notice must be received by the Administrative Agent prior to (a) 12:00 Noon, New York City time, three Business Days prior to the requested Borrowing Date, in the case of Eurodollar Loans, or (b) 12:00 Noon, New York City time on the Business Day of the requested Borrowing Date, in the case of ABR Loans), specifying (i) the amount and Type of Revolving Loans to be borrowed, (ii) the requested Borrowing Date and (iii) in the case of Eurodollar Loans, the respective amounts of each such Type of Loan and the respective lengths of the initial Interest Period therefor. Each borrowing under the Revolving Commitments shall be in an amount equal to (x) in the case of ABR Loans, \$500,000 or a whole multiple thereof (or, if the then aggregate Available Revolving Commitments are less than \$500,000, such lesser amount) and (y) in the case of Eurodollar Loans, \$2,500,000 or a whole multiple of \$500,000 in excess thereof. Upon receipt of any such notice from the Borrower, the Administrative Agent shall promptly notify each Revolving Lender thereof. Each Revolving Lender will make the amount of its pro rata share of each borrowing available to the Administrative Agent for the account of the Borrower at the Funding Office prior to 12:00 Noon (or in the case of ABR Loans borrowed on same day notice, 2:30 P.M.), New York City time, on the Borrowing Date requested by the Borrower in funds immediately available to the Administrative Agent. Notwithstanding the foregoing, solely with respect to the Revolving Loans made on the Closing Date (other than ABR Loans made on same day notice), not later than 9:00 A.M., New York City time, on the Closing Date each Revolving Lender shall make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to its pro rata share of such Revolving Loans; provided, that if any Revolving Lender has not funded its pro rata share of such Revolving Loans by 9:00 A.M., New York City time on the Closing Date and has not indicated to the Administrative Agent that it will not be funding its pro rata share of such Revolving Loans, the Administrative Agent is authorized to advance such Revolving Lender’s pro rata share of such Revolving Loans; provided further, that such Revolving Lender shall fund its pro rata share of applicable Revolving Loans (including any ABR Loans made on same day notice) no later than 12:00 Noon (or in the case of ABR Loans borrowed on same day notice, 2:30 P.M.), New York City time on the Closing Date. Such borrowing will then be made available to the Borrower by the Administrative Agent crediting the account of the Borrower on the books of such office with the aggregate of the amounts made available to the Administrative Agent by the Revolving Lenders and in like funds as received by the Administrative Agent.

2.6. [Reserved].

2.7. [Reserved].

2.8. Commitment Fees, etc. (a) The Borrower agrees to pay to the Administrative Agent for the account of each Revolving Lender a commitment fee for the period from and including the Closing Date to the last day of the Revolving Commitment Period, computed at the Commitment Fee Rate on the average daily amount of the Available Revolving Commitment of such Lender during the period for which payment is made, payable quarterly in arrears on each Fee Payment Date, commencing on the Amendment No. 2 Effective Date and on each such date to occur thereafter.

(a) The Borrower agrees to pay to the Administrative Agent the fees in the amounts and on the dates as set forth in any fee agreements with the Administrative Agent and to perform any other obligations contained therein.

2.9. Termination or Reduction of Revolving Commitments. The Borrower shall have the right, upon not less than three Business Days' notice to the Administrative Agent, to terminate the Revolving Commitments or, from time to time, to reduce the amount of the Revolving Commitments; provided, that no such termination or reduction of Revolving Commitments shall be permitted if, after giving effect thereto and to any prepayments of the Revolving Loans made on the effective date thereof, the Total Revolving Extensions of Credit would exceed the Total Revolving Commitments. Each notice delivered by the Borrower pursuant to this Section 2.9 shall be irrevocable; provided, that such notice may state that it is conditioned upon the effectiveness of other credit facilities, settlement of an offering of securities or a Change in Control, in each case, which such notice may be revoked by the Borrower (by notice to the Administrative Agent no later than 10:00 A.M., New York City time, on the specified effective date) if such condition is not satisfied. Any such reduction shall be in an amount equal to \$1,000,000, or a whole multiple thereof, and shall reduce permanently the Revolving Commitments then in effect.

2.10. Optional Prepayments. The Borrower may at any time and from time to time prepay the Loans, in whole or in part, without premium or penalty, upon notice delivered to the Administrative Agent no later than 12:00 Noon, New York City time, three Business Days prior thereto, in the case of Eurodollar Loans, and no later than 12:00 Noon, New York City time, one Business Day prior thereto, in the case of ABR Loans, which notice shall specify the date and amount of prepayment and whether the prepayment is of Eurodollar Loans or ABR Loans; provided, that if a Eurodollar Loan is prepaid on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 2.20. Each notice delivered by the Borrower pursuant to this Section 2.10 shall be irrevocable; provided, that such notice may state that it is conditioned upon the occurrence of one or more events specified therein, which such notice may be revoked by the Borrower (by notice to the Administrative Agent no later than 10:00 A.M., New York City time, on the specified effective date) if such condition is not satisfied. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with (except in the case of Revolving Loans that are ABR Loans) accrued interest to such date on the amount prepaid. Partial prepayments of Term Loans shall be in an aggregate principal amount of \$1,000,000 (or, if the Term Loans then outstanding are less than \$1,000,000, such lesser amount). Amounts to be applied in connection with prepayments and Commitment reductions made pursuant to this Section 2.10 shall be applied, in the case of Term Loans, to the prepayment of the Term Loans in accordance with Section 2.17(b) and as directed by the Borrower (or, absent such direction, in direct order of maturity) and, in the case of Commitment reductions, to reduce permanently the Revolving Commitments.

2.11. Mandatory Prepayments. (a) If any Indebtedness shall be incurred by the Borrower or any of its Restricted Subsidiaries (excluding any Indebtedness permitted by Section 7.2 (other than Refinancing Indebtedness)), an amount equal to 100% of the Net Cash Proceeds thereof shall be applied within one Business Day of the date of such issuance or incurrence toward the prepayment of the Term Loans as set forth in Section 2.11(d).

(a) If on any date the Borrower or any of its Restricted Subsidiaries shall have received Net Cash Proceeds of at least \$10,000,000 in any fiscal year from any Asset Sales or Recovery Events then, unless a Reinvestment Notice shall be delivered in respect thereof, such Net Cash Proceeds shall be applied within one Business Day of such date toward the prepayment of the Term Loans as set forth in Section 2.11(d); provided, that notwithstanding the foregoing, on each Reinvestment Prepayment Date, an amount equal to the Reinvestment Prepayment Amount with respect to the relevant Reinvestment Event shall be applied toward the prepayment of the Term Loans as set forth in Section 2.11(d).

(b) [Reserved].

(c) Partial prepayments of the Term Loans pursuant to Section 2.11 shall be applied in accordance with Section 2.17(b) first, to the next eight installments thereof scheduled to be paid in direct order, and second, to the remaining installments on a pro rata basis (other than the repayment to be made on the Maturity Date). The application of any prepayment pursuant to Section 2.11 shall be made, first, to ABR Loans and, second, to Eurodollar Loans. Each prepayment of the Loans under Section 2.11 shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid.

(d) Notwithstanding any other provisions of Section 2.11, to the extent any or all of the Net Cash Proceeds of any Asset Sale by a Foreign Subsidiary or the Net Cash Proceeds of any Recovery Event received by a Foreign Subsidiary are prohibited or delayed by any applicable local law (including, without limitation, financial assistance, corporate benefit restrictions on upstreaming of cash intra group and the fiduciary and statutory duties of the directors of such Foreign Subsidiary) from being repatriated or passed on to or used for the benefit of the Borrower or any applicable Domestic Subsidiary or if the Borrower has determined in good faith that repatriation of any such amount to the Borrower or any applicable Domestic Subsidiary would have material adverse tax consequences (including a material acceleration of the point in time when such earnings would otherwise be taxed) with respect to such amount, the portion of such Net Cash Proceeds so affected will not be required to be applied to prepay the Term Loans at the times provided in this Section 2.11 but may be retained by the applicable Foreign Subsidiary so long, but only so long, as the applicable local law will not permit repatriation or the passing on to or otherwise using for the benefit of the Borrower or the applicable Domestic Subsidiary, or the Borrower believes in good faith that such material adverse tax consequence would result, and once such repatriation of any of such affected Net Cash Proceeds is permitted under the applicable local law or the Borrower determines in good faith such repatriation would no longer have such material adverse tax consequences, such repatriation will be promptly effected and such repatriated Net Cash Proceeds will be promptly (and in any event not later than five Business Days after such repatriation) applied (net of additional taxes payable or reasonably estimated to be payable as a result thereof) to the prepayment of the Term Loans pursuant to Section 2.11 (provided that no such prepayment of the Term Loans pursuant to Section 2.11 shall be required in the case of any such Net Cash Proceeds the repatriation of which the Borrower believes in good faith would result in material adverse tax consequences, if on or before the date on which such Net Cash Proceeds so retained would otherwise have been required to be applied to reinvestments or prepayments pursuant to a Reinvestment Notice, the Borrower applies an amount equal to the amount of such Net Cash Proceeds to such reinvestments or prepayments as if such Net Cash Proceeds had been received by the Borrower rather than such Foreign Subsidiary, less the amount of additional taxes that would have been payable or reserved against if such Net Cash Proceeds had been repatriated (or, if less, the Net Cash Proceeds that would be calculated if received by such Foreign Subsidiary).

(e) Notwithstanding anything to the contrary contained in this Section 2.11, if any Term Lender shall notify the Administrative Agent (i) on the date of such prepayment, with respect to any prepayment under Section 2.11(a) or (b) or (ii) at least one Business Day prior to the date of a prepayment under Section 2.11(c) that it wishes to decline its share of such prepayment, such share (the “Declined Prepayment Amount”) may be retained by the Borrower.

2.12. Conversion and Continuation Options. (a) The Borrower may elect from time to time to convert Eurodollar Loans to ABR Loans by giving the Administrative Agent prior irrevocable notice in the form of Exhibit G of such election no later than 1:00 P.M., New York City time, on the Business Day preceding the proposed conversion date; provided, that any such conversion of Eurodollar Loans may only be made on the last day of an Interest Period with respect thereto. The Borrower may elect from time to time to convert ABR Loans to Eurodollar Loans by giving the Administrative Agent prior irrevocable notice in the form of Exhibit G of such election no later than 1:00 P.M., New York City time, on the third Business Day preceding the proposed conversion date (which notice shall specify the length of the initial Interest Period therefor); provided, that no ABR Loan under a particular Facility may be converted into a Eurodollar Loan when any Event of Default has occurred and is continuing and the Administrative Agent or the Majority Facility Lenders in respect of such Facility have determined in its or their sole discretion not to permit such conversions. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

(a) Any Eurodollar Loan may be continued as such upon the expiration of the then current Interest Period with respect thereto by the Borrower giving irrevocable notice to the Administrative Agent in the form of Exhibit G, in accordance with the applicable provisions of the term “Interest Period” set forth in Section 1.1, of the length of the next Interest Period to be applicable to such Loans; provided, that no Eurodollar Loan under a particular Facility may be continued as such when any Event of Default has occurred and is continuing and the Administrative Agent has or the Majority Facility Lenders in respect of such Facility have determined in its or their sole discretion not to permit such continuations; provided further, that if the Borrower shall fail to give any required notice as described above in this paragraph or if such continuation is not permitted pursuant to the preceding proviso such Loans shall be automatically converted to ABR Loans on the last day of such then expiring Interest Period. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

2.13. Limitations on Eurodollar Tranches. Notwithstanding anything to the contrary in this Agreement, all borrowings, conversions and continuations of Eurodollar Loans and all selections of Interest Periods shall be in such amounts and be made pursuant to such elections so that no more than ten Eurodollar Tranches shall be outstanding at any one time.

2.14. Interest Rates and Payment Dates. (a) Each Eurodollar Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Eurodollar Rate determined for such day plus the Applicable Margin.

(a) Each ABR Loan shall bear interest at a rate per annum equal to the ABR plus the Applicable Margin.

(b) (i) If all or a portion of the principal amount of any Loan or Reimbursement Obligation shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), all outstanding overdue Loans and Reimbursement Obligations shall bear interest at a rate per annum equal to (x) in the case of the Loans, the rate that would otherwise be applicable thereto pursuant to the foregoing

provisions of this Section plus 2.0% or (y) in the case of Reimbursement Obligations, the rate applicable to ABR Loans under the Revolving Facility plus 2.0%, and (ii) if all or a portion of any interest payable on any Loan or Reimbursement Obligation or any commitment fee or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to the rate then applicable to ABR Loans under the relevant Facility plus 2.0% (or, in the case of any such other amounts that do not relate to a particular Facility, the rate then applicable to ABR Loans under the Revolving Facility plus 2%), in each case, with respect to clauses (i) and (ii) above, from the date of such non-payment until such amount is paid in full (as well after as before judgment).

(c) Interest shall be payable in arrears on each Interest Payment Date; provided, that interest accruing pursuant to paragraph (c) of this Section shall be payable from time to time on demand.

2.15. Computation of Interest and Fees. (a) Interest and fees payable pursuant hereto shall be calculated on the basis of a 360-day year for the actual days elapsed, except that, with respect to ABR Loans the rate of interest on which is calculated on the basis of the Prime Rate, the interest thereon shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of each determination of a Eurodollar Rate. Any change in the interest rate on a Loan resulting from a change in the ABR or the Eurodollar Rate shall become effective as of the opening of business on the day on which such change becomes effective. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of the effective date and the amount of each such change in interest rate.

(a) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower and the Lenders in the absence of manifest error. The Administrative Agent shall, at the request of the Borrower, deliver to the Borrower a statement showing the quotations used by the Administrative Agent in determining any interest rate pursuant to Section 2.14(a).

2.16. Inability to Determine Interest Rate. If prior to the first day of any Interest Period:

(a) the Administrative Agent shall have determined (which determination shall be conclusive and binding upon the Borrower in the absence of manifest error) that, by reason of circumstances affecting the relevant market, adequate and reasonable means (including, without limitation, by means of an Interpolated Rate) do not exist for ascertaining the Eurodollar Base Rate or the Eurodollar Rate for such Interest Period, or

(b) the Administrative Agent shall have received notice from the Majority Facility Lenders in respect of the relevant Facility that the Eurodollar Base Rate or the Eurodollar Rate, as applicable, determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as conclusively certified by such Lenders) of making or maintaining their affected Loans during such Interest Period,

the Administrative Agent shall give telecopy or telephonic notice thereof to the Borrower and the relevant Lenders as soon as practicable thereafter. If such notice is given (x) any Eurodollar Loans under the relevant Facility requested to be made on the first day of such Interest Period shall be made as ABR Loans, (y) any Loans under the relevant Facility that were to have been converted on the first day of such Interest Period to Eurodollar Loans shall be continued as ABR Loans and (z) any outstanding Eurodollar Loans under the relevant Facility shall be converted, on the last day of the then-current Interest Period, to ABR Loans. Until such notice has been withdrawn by the Administrative Agent, no further Eurodollar Loans under the relevant Facility shall be made or continued as such, nor shall the Borrower have the right to convert Loans under the relevant Facility to Eurodollar Loans.

2.17. Payments Generally; Pro Rata Treatment; Sharing of Set-offs. (a) Each borrowing by the Borrower from the Lenders hereunder, each payment by the Borrower on account of any commitment fee and any reduction of the Commitments of the Lenders shall be made pro rata according to the respective Term Percentages or Revolving Percentages, as the case may be, of the relevant Lenders.

(a) Each payment (including each prepayment) by the Borrower on account of principal of and interest on the Term Loans shall be made pro rata according to the respective outstanding principal amounts of the Term Loans then held by the Term Lenders. The amount of each principal prepayment of the Term Loans shall be applied to reduce the then remaining installments of the Term Loans, pro rata based upon the respective then remaining principal amounts thereof. Except as otherwise may be agreed by the Administrative Agent and the Required Lenders, any prepayment of Term Loans shall be applied to the then outstanding Term Loans on a pro rata basis regardless of Type. Amounts prepaid on account of the Term Loans may not be reborrowed. For the avoidance of doubt, no payment made to any Lender pursuant to Section 2.26 shall be subject to this Section 2.17(b).

(b) Each payment (including each prepayment) by the Borrower on account of principal of and interest on the Revolving Loans shall be made pro rata according to the respective outstanding principal amounts of the Revolving Loans then held by the Revolving Lenders.

(c) All payments (including prepayments) to be made by the Borrower hereunder, whether on account of principal, interest,

fees or otherwise, shall be made without setoff or counterclaim and shall be made prior to 12:00 Noon, New York City time, on the due date thereof to the Administrative Agent, for the account of the Lenders, at the Funding Office, in Dollars and in immediately available funds. The Administrative Agent shall distribute such payments to each relevant Lender promptly upon receipt in like funds as received, net of any amounts owing by such Lender pursuant to Section 9.7. If any payment hereunder (other than payments on the Eurodollar Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. If any payment on a Eurodollar Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day. In the case of any extension of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate during such extension.

(d) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a borrowing that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making such amount available to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the Borrowing Date therefor, such Lender shall pay to the Administrative Agent, on demand, such amount with interest thereon, at a rate equal to the greater of (i) the NYFRB Rate and (ii) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this paragraph shall be conclusive in the absence of manifest error. If such Lender's share of such borrowing is not made available to the Administrative Agent by such Lender within three Business Days after such Borrowing Date, the Administrative Agent shall also be entitled to recover such amount with interest thereon at the rate per annum applicable to ABR Loans under the relevant Facility, on demand, from the Borrower.

(e) Unless the Administrative Agent shall have been notified in writing by the Borrower prior to the date of any payment due to be made by the Borrower hereunder that the Borrower will not make such payment to the Administrative Agent, the Administrative Agent may assume that the Borrower is making such payment, and the Administrative Agent may, but shall not be required to, in reliance upon such assumption, make available to the Lenders their respective pro rata shares of a corresponding amount. If such payment is not made to the Administrative Agent by the Borrower within three Business Days after such due date, the Administrative Agent shall be entitled to recover, on demand, from each Lender to which any amount which was made available pursuant to the preceding sentence, such amount with interest thereon at the rate per annum equal to the daily average NYFRB Rate. Nothing herein shall be deemed to limit the rights of the Administrative Agent or any Lender against the Borrower.

(f) If any Lender shall fail to make any payment required to be made by it pursuant to Sections 2.4, 3.1, 2.17(e), 2.17(f) or 9.7, then the Administrative Agent may, in its discretion and notwithstanding any contrary provision hereof, (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender for the benefit of the Administrative Agent, the Issuing Lender to satisfy such Lender's obligations to it under such Section until all such unsatisfied obligations are fully paid, and/or (ii) hold any such amounts in a segregated account as cash collateral for, and application to, any future funding obligations of such Lender under any such Section, in the case of each of clauses (i) and (ii) above, in any order as determined by the Administrative Agent in its discretion .

2.18. Requirements of Law. (a) If the adoption of or any change in any Requirement of Law or in the interpretation or application thereof or compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority made subsequent to the Amendment Signing Date:

(i) shall subject any Lender to any Tax of any kind whatsoever with respect to this Agreement, any Letter of Credit, any Application or any Eurodollar Loan made by it, or change the basis of taxation of payments to such Lender in respect thereof (except for the excluded taxes described in the first sentence of Section 2.19, taxes imposed pursuant to FATCA and changes in the rate of tax on the overall net income of such Lender);

(ii) shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Lender that is not otherwise included in the determination of the Eurodollar Rate; or

(iii) shall impose on such Lender any other condition;

and the result of any of the foregoing is to increase the cost to such Lender, by an amount that such Lender deems to be material, of making, converting into, continuing or maintaining Eurodollar Loans (or, in the case of (i), any Loan) or issuing or participating in Letters of Credit, or to reduce any amount receivable hereunder in respect thereof, then, in any such case, the Borrower shall promptly pay such Lender, within 10 days after receipt of an invoice therefor, any additional amounts necessary to compensate such Lender for such increased cost or reduced amount receivable. If any Lender becomes entitled to claim any additional amounts pursuant to this paragraph, it shall promptly notify the Borrower (with a copy to the Administrative Agent) of the event by reason of which it has become so entitled.

(b) If any Lender shall have determined that the adoption of or any change in any Requirement of Law regarding capital

adequacy or liquidity or in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital adequacy or liquidity (whether or not having the force of law) from any Governmental Authority made subsequent to the Amendment Signing Date shall have the effect of reducing the rate of return on such Lender's or such corporation's capital as a consequence of its obligations hereunder or under or in respect of any Letter of Credit to a level below that which such Lender or such corporation could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such corporation's policies with respect to capital adequacy or liquidity) by an amount deemed by such Lender to be material, then from time to time, after submission by such Lender to the Borrower (with a copy to the Administrative Agent) of a written request therefor, the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or such corporation for such reduction.

(c) Notwithstanding anything herein to the contrary, (i) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or by United States or foreign regulatory authorities, in each case pursuant to Basel III, and (ii) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith, in each case shall be deemed to be a change in a Requirement of Law, regardless of the date enacted, adopted or issued.

(d) A certificate as to any additional amounts payable pursuant to this Section submitted by any Lender to the Borrower (with a copy to the Administrative Agent) shall be conclusive in the absence of manifest error. Notwithstanding anything to the contrary in this Section, the Borrower shall not be required to compensate a Lender pursuant to this Section for any amounts incurred more than nine months prior to the date that such Lender notifies the Borrower of such Lender's intention to claim compensation therefor; provided, that if the circumstances giving rise to such claim have a retroactive effect, then such nine-month period shall be extended to include the period of such retroactive effect. The obligations of the Borrower pursuant to this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

2.19. Taxes. (a) All payments made by or on behalf of any Loan Party under this Agreement or any other Loan Document shall be made free and clear of, and without deduction or withholding for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto ("Taxes"), excluding net income taxes, franchise taxes (imposed in lieu of net income taxes), branch-level income tax and branch profits taxes imposed on the Administrative Agent or any Lender by the United States (or any jurisdiction thereof) or as a result of a present or former connection between the Administrative Agent or such Lender and the jurisdiction of the Governmental Authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent or such Lender having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document); provided, that if any such non-excluded Taxes ("Non-Excluded Taxes") or Other Taxes are required to be withheld from any amounts payable to the Administrative Agent or any Lender as determined in good faith by the applicable withholding agent, (i) such amounts shall be paid to the relevant Governmental Authority in accordance with applicable law and (ii) the amounts so payable by the applicable Loan Party to the Administrative Agent or such Lender shall be increased to the extent necessary to yield to the Administrative Agent or such Lender (after payment of all Non-Excluded Taxes and Other Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement as if such withholding or deduction had not been made; provided further, that the Borrower shall not be required to increase any such amounts payable to the Administrative Agent or any Lender with respect to any Non-Excluded Taxes (w) that are attributable to such Lender's failure to comply with the requirements of paragraph (e) or (f) of this Section (x) that are United States withholding taxes imposed on amounts payable to such Lender at the time such Lender becomes a party to this Agreement, or designates a new lending office except to the extent that such Lender (or its assignor if any) was entitled, at the time of such change in lending office (or assignment), to receive additional amounts from the Borrower with respect to such Non-Excluded Taxes pursuant to this paragraph or (y) that are imposed pursuant to FATCA.

(a) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(b) Whenever any Taxes are payable by the Borrower pursuant to this Section 2.19, as promptly as possible thereafter the Borrower shall send to the Administrative Agent for its own account or for the account of the relevant Lender, as the case may be, a certified copy of an original official receipt received by the Borrower showing payment thereof. If (i) the Borrower fails to pay any Non-Excluded Taxes or Other Taxes when due to the appropriate taxing authority, (ii) the Borrower fails to remit to the Administrative Agent the required receipts or other required documentary evidence or (iii) any Non-Excluded Taxes or Other Taxes are imposed directly upon the Administrative Agent or any Lender, the Borrower shall indemnify the Administrative Agent and the Lenders for any incremental taxes, interest or penalties that may become payable by the Administrative Agent or any Lender as a result of any such failure, in the case of (i) and (ii), or any such direct imposition of tax, excluding interest and penalties caused by the willful misconduct or gross negligence of the Administrative Agent or any Lender, in the case of (iii).

(c) Each Lender shall indemnify the Administrative Agent for the full amount of any taxes, levies, imposts, duties, charges, fees, deductions, withholdings or similar charges imposed by any Governmental Authority that are attributable to such Lender and that are payable or paid by the Administrative Agent, together with all interest, penalties, reasonable costs and expenses arising therefrom or with respect thereto, as determined by the Administrative Agent in good faith. 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.

(d) Any Lender that is entitled to an exemption from or reduction of withholding tax, backup withholding tax or information reporting requirements under the law of any applicable jurisdiction with respect to payments under the Loan Documents shall deliver to the Borrower and the Administrative Agent at any time or times reasonably requested by such Borrower or the Administrative Agent, such properly completed and executed documentation as prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent to permit such payments to be made without such withholding tax or at a reduced rate and to enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements.

Without limiting the generality of the foregoing, any Lender that is not a “United States person” as defined in Section 7701(a)(30) of the Code (a “Non-U.S. Lender”) shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Non-U.S. Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Borrower or the Administrative Agent, but only if such Non-U.S. Lender is legally entitled to do so), whichever of the following is applicable:

- (i) duly completed signed originals of Internal Revenue Service Form W-8BEN or W-8BEN-E (or any successor forms) claiming eligibility for benefits of an income tax treaty to which the United States is a party,
- (ii) duly completed signed originals of Internal Revenue Service Form W-8ECI (or any successor forms),
- (iii) in the case of a Non-U.S. Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a signed original certificate, in substantially the form of Exhibit E-1, or any other form approved by the Administrative Agent and the Borrower, to the effect that such Non-U.S. Lender is not (A) a “bank” within the meaning of Section 881(c)(3)(A) of the Code, (B) a “10 percent shareholder” of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or (C) a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code, and that no payments in connection with the Loan Documents are effectively connected with such Non-U.S. Lender’s conduct of a United States trade or business and (y) duly completed signed originals of Internal Revenue Service Form W-8BEN or W-8BEN-E (or any successor forms),
- (iv) to the extent a Non-U.S. Lender is not the beneficial owner (for example, where the Non-U.S. Lender is a partnership or participating Lender granting a typical participation), a signed original Internal Revenue Service Form W-8IMY, accompanied by a signed original Form W-8ECI, W-8BEN, W-8BEN-E, a certificate in substantially the form of Exhibit E-2, Exhibit E-3 or Exhibit E-4, as applicable, Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that, if the Non-U.S. Lender is a partnership (and not a participating Lender) and one or more partners of such Non-U.S. Lender are claiming the portfolio interest exemption, such Non-U.S. Lender may provide a certificate, in substantially the form of Exhibit E-2, on behalf of such beneficial owner(s), or
- (v) any other form prescribed by applicable laws as a basis for claiming exemption from or a reduction in United States federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable requirements of law to permit the Borrower and the Administrative Agent to determine the withholding or deduction required to be made.

Any Lender that is a “United States person” (within the meaning of Section 7701(a)(30) of the Code) 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 as prescribed by applicable law or upon the request of the Borrower or the Administrative Agent), duly executed and properly completed copies of Internal Revenue Service Form W-9 certifying that it is not subject to backup withholding.

Each Lender shall, from time to time after the initial delivery by Lender of the forms described above, whenever a lapse in time or change in such Lender’s circumstances renders such forms, certificates or other evidence so delivered obsolete, expired or inaccurate, promptly (1) deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) renewals, amendments or additional or successor forms, properly completed and duly executed by such Lender, together with any other certificate or statement of exemption required in order to confirm or establish such Non-U.S. Lender’s status or that such Lender is entitled to an exemption from or reduction in withholding tax or backup withholding tax with respect to payments under any Loan Document or (2) notify the Administrative Agent and the Borrower of the invalidity of any previously delivered forms, certifications, or other evidence (including invalidity due to a change in the Lender’s status as the beneficial owner (for United States tax purposes) of any payments (or portions thereof) due under the Loan Documents) and its inability to deliver any such forms, certificates or other evidence.

Each Lender on or prior to the date on which such Lender becomes a Lender hereunder and from time to time thereafter,

either upon the request of the Borrower or the Administrative Agent or its agents or upon the expiration or obsolescence of any previously delivered documentation, shall furnish to the Borrower and the Administrative Agent any documentation that is required under FATCA (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 to enable the Borrower or the Administrative Agent to determine and execute its obligations, duties and liabilities with respect to FATCA, including but not limited to any Taxes it may be required to withhold in respect of FATCA. Solely for purposes of this paragraph, "FATCA" shall include any amendments made to FATCA after the Amendment No. 1 Effective Date.

(e) A Lender that is entitled to an exemption from or reduction of non-United States withholding tax with respect to payments under this Agreement shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate; provided, that such Lender is legally entitled to complete, execute and deliver such documentation and in such Lender's judgment such completion, execution or submission would not materially prejudice the legal position of such Lender.

(f) If the Administrative Agent or any Lender determines, in its sole discretion, that it has received a refund of any Non-Excluded Taxes or Other Taxes as to which it has been indemnified by a Loan Party or with respect to which a Loan Party has paid additional amounts pursuant to this Section 2.19, 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 2.19 with respect to the Non-Excluded Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender 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. This paragraph 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 any Loan Party or any other Person.

(g) The Borrower and the Administrative Agent shall reasonably cooperate to provide any information reasonably requested by the Borrower or the Administrative Agent, respectively, for the purpose of complying with the requirements of Code Sections 1271 through 1275 and the Treasury Regulations promulgated thereunder. Neither the Borrower nor the Administrative agent shall indemnify each other or any other Person with respect to, or provide any guarantee concerning the accuracy of, information provided pursuant to the preceding sentence.

(h) The agreements in this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

2.20. Indemnity. The Borrower agrees to indemnify each Lender for, and to hold each Lender harmless from, any loss or expense that such Lender may sustain or incur as a consequence of (a) default by the Borrower in making a borrowing of, conversion into or continuation of Eurodollar Loans after the Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (b) default by the Borrower in making any prepayment of or conversion from Eurodollar Loans after the Borrower has given a notice thereof in accordance with the provisions of this Agreement or (c) the making of a prepayment (including any payment made to a Lender in connection with a forced assignment by such Lender of Loans in accordance with Section 2.22(b) or Section 10.1) of Eurodollar Loans on a day that is not the last day of an Interest Period with respect thereto. Such indemnification may include an amount equal to the excess, if any, of (i) the amount of interest that would have accrued on the amount so prepaid, or not so borrowed, converted or continued, for the period from the date of such prepayment or of such failure to borrow, convert or continue to the last day of such Interest Period (or, in the case of a failure to borrow, convert or continue, the Interest Period that would have commenced on the date of such failure) in each case at the applicable rate of interest for such Loans provided for herein (excluding, however, the Applicable Margin included therein, if any) over (ii) the amount of interest (as reasonably determined by such Lender) that would have accrued to such Lender on such amount by placing such amount on deposit for a comparable period with leading banks in the interbank eurodollar market. A certificate as to any amounts payable pursuant to this Section submitted to the Borrower by any Lender shall be conclusive in the absence of manifest error. This covenant shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

2.21. Change of Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 2.18 or 2.19(a) with respect to such Lender, it will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event with the object of avoiding the consequences of such event; provided, that such designation is made on terms that, in the sole judgment of such Lender, cause such Lender and its lending office(s) to suffer no material economic, legal or regulatory disadvantage; provided further, that nothing in this Section shall affect or postpone any of the obligations of the Borrower or the rights of any Lender pursuant to Section 2.18 or 2.19(a).

2.22. Mitigation Obligations: Replacement of Lenders .

(a) If any Lender requests compensation under Section 2.18, or 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 2.19(a), 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 judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.18 or 2.19(a), as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. 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 any Lender requests compensation under Section 2.18, or 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 2.19(a), or if any Lender becomes a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon three Business Days' written notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 10.6; provided that such Lender shall be deemed to have executed the applicable Assignment and Assumption), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided, that (i) the Borrower shall have received the prior written consent of the Administrative Agent (and if a Commitment is being assigned, the Issuing Lender), which consent shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in L/C Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder (including amounts payable pursuant to Section 2.20), from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.18 or payments required to be made pursuant to Section 2.19(a), such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation 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.

2.23. 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 the Commitment of such Defaulting Lender pursuant to Section 2.8(a) ;

(b) the Commitment and Revolving Credit Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 10.1) ; provided, that this clause (b) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification requiring the consent of such Lender or each Lender affected thereby ;

(c) if any L/C Obligation exists at the time such Lender becomes a Defaulting Lender then :

(i) all or any part of the L/C Obligation of such Defaulting Lender shall be reallocated among the non-Defaulting Lenders in accordance with their respective Revolving Percentages but only to the extent the sum of all non-Defaulting Lenders' Revolving Credit Exposures plus such Defaulting Lender's L/C Obligation does not exceed the total of all non-Defaulting Lenders' Commitments ;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within three Business Days following notice by the Administrative Agent, cash collateralize for the benefit of the Issuing Lender only the Borrower's obligations corresponding to such Defaulting Lender's L/C Obligation (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 8 for so long as such L/C Obligation is outstanding ;

(iii) if the Borrower cash collateralizes any portion of such Defaulting Lender's L/C Obligation pursuant to Section 2.23(c), the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 3.3(a) with respect to such Defaulting Lender's L/C Obligation during the period such Defaulting Lender's L/C Obligation is cash collateralized;

(iv) if the L/C Obligation of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Section 2.8(a) and Section 3.3(a) shall be adjusted in accordance with such non-Defaulting Lenders' Revolving Percentages ; and

(v) if all or any portion of such Defaulting Lender's L/C Obligation is neither reallocated nor cash collateralized pursuant to Section 2.23, then, without prejudice to any rights or remedies of the Issuing Lender or any other Lender hereunder, all facility fees that otherwise would have been payable to such Defaulting Lender (solely with respect to the portion of such Defaulting Lender's Commitment that was utilized by such L/C Obligation) and letter of credit fees payable

under Section 3.3(a) with respect to such Defaulting Lender's L/C Obligation shall be payable to the Issuing Lender until and to the extent that such L/C Obligation is reallocated and/or cash collateralized ; and

(d) so long as such Lender is a Defaulting Lender, the Issuing Lender shall not be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure and the Defaulting Lender's then outstanding L/C Obligation will be 100% covered by the Commitments of the non-Defaulting Lenders, including obligations to participate in Letters of Credit, and/or cash collateral will be provided by the Borrower in accordance with Section 2.23(c), and participating interests in any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.23(c)(i) (and such Defaulting Lender shall not participate therein) .

In the event that the Administrative Agent, the Borrower and the Issuing Lender each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the L/C Obligation of the Lenders 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 Loans of the other Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Revolving Percentage.

If any portion of a Defaulting Lender's L/C Obligations are reallocated to Lenders that are not Defaulting Lenders pursuant to this Section 2.23, then defined terms (including Revolving Percentage), shall, as necessary or advisable (in the reasonable determination of the Administrative Agent) be read as used in this Agreement (other than Section 9.7) to give effect to such reallocation.

2.24. Incremental Facility. (a) The Borrower may from time to time amend this Agreement in order to provide to the Borrower additional revolving loan facilities and/or increased revolving commitments in respect of the Revolving Facility or any other existing revolving facility hereunder (each, an "Incremental Revolving Facility" and loans pursuant thereto "Incremental Revolving Loans") and additional term loan facilities hereunder (each, an "Incremental Term Facility" and loans pursuant thereto "Incremental Term Loans"; together with any Incremental Revolving Facility, the "Incremental Facilities"), provided that (i) with respect to any Incremental Facilities provided after the Amendment No. 2 Effective Date, the aggregate principal amount of such Incremental Facilities shall not exceed \$200,000,000, plus additional amounts to the extent the Consolidated First Lien Net Leverage Ratio (determined (x) on a pro forma basis after giving effect to the provision of such Incremental Facility, (y) assuming such Incremental Facility is fully drawn as of such date and (z) disregarding the proceeds of such Incremental Facility in calculating such leverage ratio (it being understood that, if applicable, the use of such proceeds shall be given pro forma effect in such calculation)) as of the last day of the most recently ended fiscal quarter for which financial statements have been delivered to the Administrative Agent and the Lenders pursuant to Section 6.1(a) or (b) is less than 2.50:1.00, (ii) each Incremental Facility shall be in a minimum aggregate principal amount of \$25,000,000, (iii) the Borrower shall be in pro forma compliance with the financial covenants set forth in Section 7.1(a) after giving effect to the incurrence of such Incremental Facility, such compliance to be determined (x) on the basis of the financial information most recently delivered to the Administrative Agent and the Lenders pursuant to Section 6.1(a) or (b) as though such incurrence had been consummated as of the first day of the fiscal period covered thereby, (y) assuming such Incremental Facility is fully drawn as of such date and (z) disregarding the proceeds of such Incremental Facility in calculating such leverage ratio (it being understood that, if applicable, the use of such proceeds shall be given pro forma effect in such calculation) and (iv) at the time and after giving effect to the incurrence of any Incremental Facility, no Event of Default shall have occurred and be continuing; provided that, in the event that any tranche of an Incremental Term Facility is used to finance a Limited Conditionality Acquisition and to the extent the Additional Lenders participating in such tranche of an Incremental Term Facility agree, the foregoing clause (iv) shall be tested solely at the time of the execution of the acquisition agreement or other similar document having similar effect related to such Limited Conditionality Acquisition. The Loans and Commitments in respect of any Incremental Facility and all obligations in respect thereof shall be 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 Obligations under this Agreement and the other Loan Documents. Each Incremental Term Facility must have a weighted average life to maturity which is the same or longer than the then remaining weighted average life to maturity of the Term Facility (provided that any Incremental Term Facility may amortize in an amount such that it is fungible with the Term Loan Facility) and a final maturity no earlier than the Final Maturity Date. Incremental Facilities will be entitled to prepayments and voting rights on the same basis as the comparable Facility unless the applicable Incremental Facility Amendment specifies a lesser treatment. Each Incremental Revolving Facility shall have a final maturity no earlier than the Final Revolving Termination Date. The Applicable Margin (including all upfront or similar fees or original issue discount payable to all Lenders providing such Incremental Facility and any Eurodollar or ABR floor applicable to such Incremental Facility) relating to such Incremental Facility shall be on such terms as are reasonably satisfactory to the Administrative Agent, the Borrower and the Lenders providing such Incremental Facility. The terms of the applicable Incremental Facility shall be as set forth in the applicable Incremental Facility Amendment; provided that (i) other than amortization (with respect to any Incremental Term Facility), pricing or maturity date, each Incremental Facility shall have the same terms as the Term Facility or the Revolving Facility, as applicable, or such terms as are reasonably satisfactory to the Administrative Agent and the Borrower and (ii) no Incremental Revolving Facility shall have any amortization. In the case of any Incremental

Revolving Facility that increases the commitments under the Revolving Facility or any other existing revolving credit facility hereunder, the manner in which such increase is implemented shall be reasonably satisfactory to the Administrative Agent. At no time shall there be Revolving Commitments hereunder (including revolving commitments in respect of any Incremental Revolving Facility, Extended Revolving Commitments and any original Revolving Commitments) that have more than four different maturity dates.

(a) An Incremental Facility shall be made available hereunder upon delivery to the Administrative Agent of notice thereof executed by the Borrower. Any additional bank, financial institution, existing Lender or other Person that elects to extend loans or commitments under an Incremental Facility shall be reasonably satisfactory to the Borrower (any such bank, financial institution, existing Lender or other Person being called an “Additional Lender”) and, if not already a Lender, shall (i) be subject to the consent (not to be unreasonably withheld or delayed) of the Administrative Agent and the Issuing Lender (to the extent such consent would be required with respect to an assignment to such Additional Lender pursuant to Section 10.6) and (ii) become a Lender under this Agreement pursuant to an amendment (an “Incremental Facility Amendment”) to this Agreement and, as appropriate, the other Loan Documents, executed by the Borrower, each Additional Lender and the Administrative Agent. No Incremental Facility Amendment shall require the consent of any Lenders other than the Additional Lenders with respect to such Incremental Facility Amendment. No Lender shall be obligated to provide any Incremental Facility, unless it so agrees. Commitments in respect of any Incremental Facility shall become Commitments under this Agreement. An Incremental Facility Amendment may, without the consent of any other Lenders, effect such amendments to any Loan Documents as may be necessary or appropriate, in the opinion of the Administrative Agent, to effect the provisions of this Section (including to provide for voting provisions applicable to the Additional Lenders). The effectiveness of any Incremental Facility Amendment shall, unless otherwise agreed to by the Administrative Agent and the Additional Lenders, be subject to the satisfaction on the date thereof (each, an “Incremental Facility Closing Date”) that at the time and after giving effect to the incurrence of any Incremental Facility and the use of proceeds thereof, each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct in all material respects (or in all respects if qualified by materiality) on and as of such date as if made on and as of such date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or in all respects if qualified by materiality) on and as of such earlier date; provided that, in the event that any tranche of an Incremental Term Facility is used to finance a Limited Conditionality Acquisition and to the extent the Additional Lenders participating in such tranche of an Incremental Term Facility agree, the foregoing shall be limited to customary “specified representations” and those representations included in the acquisition agreement or other document having similar effect related to such Limited Conditionality Acquisition that are material to the interests of the Lenders and only to the extent that the Borrower or its applicable Subsidiary has the right to terminate its obligations (or decline to consummate the acquisition) under such agreement as a result of a breach of such representations. The proceeds of any Incremental Facility will be used only for general corporate purposes (including, for the avoidance of doubt, Permitted Acquisitions and other Investments and Restricted Payments).

2.25. Extensions of Term Loans and 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 of Term Loans with a like maturity date or Revolving Commitments with a like maturity date, in each case on a pro rata basis (based on the aggregate outstanding principal amount of the respective Term Loans or Revolving Commitments with a like maturity date, as the case may be) and on the same terms to each such Lender, the Borrower is hereby permitted to consummate from time to time transactions with individual Lenders that accept the terms contained in such Extension Offers to extend the maturity date of each such Lender’s Term Loans and/or Revolving Commitments and otherwise modify the terms of such Term Loans and/or Revolving Commitments pursuant to the terms of the relevant Extension Offer (including by increasing the interest rate or fees payable in respect of such Term Loans and/or Revolving Commitments (and related outstandings) and/or modifying the amortization schedule in respect of such Lender’s Term Loans) (each, an “Extension”, and each group of Term Loans or Revolving Commitments, as applicable, in each case as so extended, as well as the original Term Loans and the original Revolving Commitments (in each case not so extended), being a “tranche”; any Extended Term Loans shall constitute a separate tranche of Term Loans from the tranche of Term Loans from which they were converted, and any Extended Revolving 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) no Default or Event of Default shall have occurred and be continuing at the time the offering document in respect of an Extension Offer is delivered to the Lenders, (ii) except as to interest rates, fees and final maturity (which shall be determined by the Borrower and set forth in the relevant Extension Offer), the Revolving Commitment of any Revolving Lender that agrees to an extension with respect to such Revolving Commitment extended pursuant to an Extension (an “Extended Revolving 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 as the original Revolving Commitments (and related outstandings); provided that (x) subject to the provisions of Section 3.1(c) to the extent dealing with Letters of Credit which mature or expire after a maturity date when there exist Extended Revolving Commitments with a longer maturity date, all Letters of Credit shall be participated in on a pro rata basis by all Lenders with Revolving Commitments in accordance with their Revolving Percentages (and except as provided in Section 3.1(c), without giving effect to changes thereto on an earlier maturity date with respect to Letters of Credit theretofore incurred or issued) and all borrowings under Revolving Commitments and repayments thereunder shall be made on a pro rata basis (except for (A) payments of interest and fees at different rates on Extended Revolving Commitments (and related outstandings) and (B) repayments

required upon the maturity date of the non-extending Revolving Commitments) and (y) at no time shall there be Revolving Commitments hereunder (including Extended Revolving Commitments, any revolving commitments under any Incremental Revolving Facility and any original Revolving Commitments) that have more than four different maturity dates, (iii) except as to interest rates, fees, amortization, final maturity date, premium, required prepayment dates and participation in prepayments (which shall, subject to immediately succeeding clauses (iv), (v) and (vi), be determined between the Borrower and set forth in the relevant Extension Offer), the Term Loans of any Term Lender that agrees to an extension with respect to such Term Loans extended pursuant to any Extension (“Extended Term Loans”) shall have the same terms as the tranche of Term Loans subject to such Extension Offer until the maturity of such Term Loans, (iv) the final maturity date of any Extended Term Loans shall be no earlier than the then latest maturity date hereunder and the amortization schedule applicable to Term Loans pursuant to Section 2.3 for periods prior to the Term Loan Maturity Date, as applicable, may not be increased, (v) the weighted average life of any Extended Term Loans shall be no shorter than the remaining weighted average life of the Term Loans extended thereby, (vi) 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 hereunder, in each case as specified in the respective Extension Offer, (vii) if the aggregate principal amount of Term Loans (calculated on the face amount thereof) or Revolving Commitments, as the case may be, in respect of which Term Lenders or Revolving Lenders, as the case may be, shall have accepted the relevant Extension Offer shall exceed the maximum aggregate principal amount of Term Loans or Revolving Commitments, as the case may be, offered to be extended by the Borrower pursuant to such Extension Offer, then the Term Loans or Revolving Loans, as the case may be, of such Term Lenders or Revolving Lenders, as the case may be, 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 Term Lenders or Revolving Lenders, as the case may be, have accepted such Extension Offer, (viii) all documentation in respect of such Extension shall be consistent with the foregoing, (ix) any applicable Minimum Extension Condition shall be satisfied unless waived by the Borrower and (x) the Minimum Tranche Amount shall be satisfied unless waived by the Administrative Agent.

(a) With respect to all Extensions consummated by the Borrower pursuant to this Section, (i) such Extensions shall not constitute voluntary or mandatory payments or prepayments for purposes of Sections 2.9, 2.10, 2.11 or 2.17 and (ii) no Extension Offer is required to be in any minimum amount or any minimum increment; provided that (x) the Borrower may at its election specify as a condition (a “Minimum Extension Condition”) to consummating any such Extension that a minimum amount (to be determined and specified in the relevant Extension Offer in the Borrower’s sole discretion and may be waived by the Borrower) of Term Loans or Revolving Commitments (as applicable) of any or all applicable tranches be tendered and (y) no tranche of Extended Term Loans shall be in an amount of less than \$50,000,000 (or, if less, the then aggregate outstanding amount of the Term Loans) (the “Minimum Tranche Amount”), unless such Minimum Tranche Amount is waived by the Administrative Agent. The Administrative Agent and the Lenders hereby consent to the transactions contemplated by this Section (including, for the avoidance of doubt, payment of any interest, fees or premium in respect of any Extended Term Loans and/or Extended Revolving 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 Sections 2.9, 2.10, 2.11 or 2.17 or any other Loan Document that may otherwise prohibit any such Extension or any other transaction contemplated by this Section.

(b) No consent of any Lender or the Administrative Agent shall be required to effectuate any Extension, other than (A) the consent of each Lender agreeing to such Extension with respect to one or more of its Term Loans and/or Revolving Commitments (or a portion thereof) and (B) with respect to any Extension of the Revolving Commitments, the consent of the Issuing Lender, which consent shall not be unreasonably withheld or delayed. All Extended Term Loans, Extended Revolving Commitments and all obligations in respect thereof shall be 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 Obligations under this Agreement and the other Loan Documents. The Lenders hereby irrevocably authorize the Administrative Agent to enter into amendments to this Agreement and the other Loan Documents with the Borrower as may be necessary in order to establish new tranches or sub-tranches in respect of Revolving Commitments or Term Loans 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. Without limiting the foregoing, in connection with any Extensions the respective Loan Parties shall (at their expense) amend (and the Administrative Agent is hereby directed to amend) any Mortgage that has a maturity date prior to the then latest maturity date so that such maturity date is extended to the then latest maturity date (or such later date as may be advised by local counsel to the Administrative Agent).

(c) 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.

2.26. Prepayments Below Par. (a) Notwithstanding anything to the contrary set forth in this Agreement (including Sections 2.17 or 10.7) or any other Loan Document, the Borrower shall have the right at any time and from time to time to prepay Term Loans to the Lenders at a discount to the par value of such Loans and on a non pro rata basis (each, a “Discounted”

Voluntary Prepayment”) pursuant to the procedures described in this Section 2.26; provided that (A) on the date of the Discounted Prepayment Option Notice and after giving effect to the Discounted Voluntary Prepayment, there shall be no outstanding Revolving Loans, (B) any Discounted Voluntary Prepayment shall be offered to all Term Lenders of a particular tranche on a pro rata basis, (C) the Borrower shall deliver to the Administrative Agent, together with each Discounted Prepayment Option Notice, a certificate of a Responsible Officer of the Borrower (1) stating that no Event of Default has occurred and is continuing or would result from the Discounted Voluntary Prepayment, (2) containing a customary representation and warranty that there is no material non-public information as of such date, (3) stating that each of the conditions to such Discounted Voluntary Prepayment contained in this Section 2.26 has been satisfied and (4) specifying the aggregate principal amount of Term Loans to be prepaid pursuant to such Discounted Voluntary Prepayment and (D) the aggregate amount of Term Loans prepaid pursuant to this Section 2.26 (valued at the par amount thereof) shall not exceed \$100,000,000.

(a) To the extent the Borrower seeks to make a Discounted Voluntary Prepayment, the Borrower will provide written notice to the Administrative Agent substantially in the form of Exhibit I hereto (each, a “Discounted Prepayment Option Notice”) that the Borrower desires to prepay Term Loans in an aggregate principal amount specified therein by the Borrower (each, a “Proposed Discounted Prepayment Amount”), in each case at a discount to the par value of such Loans as specified below. The Proposed Discounted Prepayment Amount of any Loans shall not be less than \$10,000,000 (unless otherwise agreed by the Administrative Agent). The Discounted Prepayment Option Notice shall further specify with respect to the proposed Discounted Voluntary Prepayment (A) the Proposed Discounted Prepayment Amount for Loans to be prepaid, (B) a discount range (which may be a single percentage) selected by the Borrower with respect to such proposed Discounted Voluntary Prepayment equal to a percentage of par of the principal amount of the Loans to be prepaid (the “Discount Range”), and (C) the date by which Lenders are required to indicate their election to participate in such proposed Discounted Voluntary Prepayment, which shall be at least five Business Days following the date of the Discounted Prepayment Option Notice (the “Acceptance Date”).

(b) Upon receipt of a Discounted Prepayment Option Notice, the Administrative Agent shall promptly notify each applicable Lender thereof. On or prior to the Acceptance Date, each such Lender may specify by written notice substantially in the form of Exhibit J hereto (each, a “Lender Participation Notice”) to the Administrative Agent (A) a maximum discount to par (the “Acceptable Discount”) within the Discount Range (for example, a Lender specifying a discount to par of 20% would accept a purchase price of 80% of the par value of the Loans to be prepaid) and (B) a maximum principal amount (subject to rounding requirements specified by the Administrative Agent) of the Loans to be prepaid held by such Lender with respect to which such Lender is willing to permit a Discounted Voluntary Prepayment at the Acceptable Discount (“Offered Loans”). Based on the Acceptable Discounts and principal amounts of the Loans to be prepaid specified by the Lenders in the applicable Lender Participation Notice, the Administrative Agent, in consultation with the Borrower, shall determine the applicable discount for such Loans to be prepaid (the “Applicable Discount”), which Applicable Discount shall be (A) the percentage specified by the Borrower if the Borrower has selected a single percentage pursuant to Section 2.26(b) for the Discounted Voluntary Prepayment or (B) otherwise, the highest Acceptable Discount at which the Borrower can pay the Proposed Discounted Prepayment Amount in full (determined by adding the principal amounts of Offered Loans commencing with the Offered Loans with the highest Acceptable Discount); provided that in the event that such Proposed Discounted Prepayment Amount cannot be repaid in full at any Acceptable Discount, the Applicable Discount shall be the lowest Acceptable Discount specified by the Lenders that is within the Discount Range. The Applicable Discount shall be applicable for all Lenders who have offered to participate in the Voluntary Discounted Prepayment and have Qualifying Loans (as defined below). Any Lender with outstanding Loans to be prepaid whose Lender Participation Notice is not received by the Administrative Agent by the Acceptance Date shall be deemed to have declined to accept a Discounted Voluntary Prepayment of any of its Loans at any discount to their par value within the Applicable Discount.

(c) The Borrower shall make a Discounted Voluntary Prepayment by prepaying those Loans to be prepaid (or the respective portions thereof) offered by the Lenders (“Qualifying Lenders”) that specify an Acceptable Discount that is equal to or greater than the Applicable Discount (“Qualifying Loans”) at the Applicable Discount; provided that if the aggregate proceeds required to prepay all Qualifying Loans (disregarding any interest payable at such time) would exceed the amount of aggregate proceeds required to prepay the Proposed Discounted Prepayment Amount, such amounts in each case calculated by applying the Applicable Discount, the Borrower shall prepay such Qualifying Loans ratably among the Qualifying Lenders based on their respective principal amounts of such Qualifying Loans (subject to rounding requirements specified by the Administrative Agent). If the aggregate proceeds required to prepay all Qualifying Loans (disregarding any interest payable at such time) would be less than the amount of aggregate proceeds required to prepay the Proposed Discounted Prepayment Amount, such amounts in each case calculated by applying the Applicable Discount, the Borrower shall prepay all Qualifying Loans.

(d) Each Discounted Voluntary Prepayment shall be made within five Business Days of the Acceptance Date (or such later date as the Administrative Agent shall reasonably agree, given the time required to calculate the Applicable Discount and determine the amount and holders of Qualifying Loans), without premium or penalty (and not subject to Section 2.20), upon irrevocable notice substantially in the form of Exhibit K hereto (each a “Discounted Voluntary Prepayment Notice”), delivered to the Administrative Agent no later than 1:00 p.m. New York City Time, three Business Days prior to the date of such Discounted Voluntary Prepayment, which notice shall (i) specify the date and amount of the Discounted Voluntary Prepayment and the Applicable Discount determined by the Administrative Agent, (ii) provide a customary representation and warranty that there is no material non-public information at the time of such purchase or a

statement that such representation and warranty cannot be made at such time and (iii) state that no Event of Default has occurred and is continuing or would result from the Discounted Voluntary Prepayment. Upon receipt of any Discounted Voluntary Prepayment Notice, the Administrative Agent shall promptly notify each relevant Lender thereof. If any Discounted Voluntary Prepayment Notice is given, the amount specified in such notice shall be due and payable to the applicable Lenders, subject to the Applicable Discount on the applicable Loans, on the date specified therein together with accrued interest (on the par principal amount) to but not including such date on the amount prepaid. The par principal amount of each Discounted Voluntary Prepayment of a Term Loan shall be applied ratably to reduce the remaining installments of such Term Loans.

(e) To the extent not expressly provided for herein, each Discounted Voluntary Prepayment shall be consummated pursuant to reasonable procedures (including as to timing, rounding, minimum amounts, Type and Interest Periods and calculation of Applicable Discount in accordance with Section 2.26(c) above) established by the Administrative Agent and the Borrower.

(f) Prior to the delivery of a Discounted Voluntary Prepayment Notice, (A) upon written notice to the Administrative Agent, the Borrower may withdraw or modify its offer to make a Discounted Voluntary Prepayment pursuant to any Discounted Prepayment Option Notice and (B) no Lender may withdraw its offer to participate in a Discounted Voluntary Prepayment pursuant to any Lender Participation Notice unless the terms of such proposed Discounted Voluntary Prepayment have been modified by the Borrower after the date of such Lender Participation Notice. Within one Business Day of delivery of a Discounted Voluntary Prepayment Notice, a Lender may withdraw its offer to participate in a Discounted Voluntary Prepayment solely if the Borrower is unable to provide a customary representation and warranty in the Discounted Voluntary Prepayment Notice that there is no material non-public information.

(g) Nothing in this Section 2.26 shall require the Borrower to undertake any Discounted Voluntary Prepayment.

SECTION 3. LETTERS OF CREDIT

3.1. L/C Commitment. (a) Subject to the terms and conditions hereof, the Issuing Lender, in reliance on the agreements of the other Revolving Lenders set forth in Section 3.4(a), agrees to issue standby letters of credit (“Letters of Credit”) for the account of the Borrower or the Subsidiaries listed on Schedule 3.1 (as such schedule may be updated from time to time to the satisfaction of the Issuing Lender), and to amend or extend Letters of Credit previously issued by it, on any Business Day during the Revolving Commitment Period in such form as may be approved from time to time by the Issuing Lender; provided, that the Issuing Lender shall have no obligation to issue any Letter of Credit if, after giving effect to such issuance, (i) the L/C Obligations would exceed the L/C Commitment, (ii) the L/C Obligations in respect of Letters of Credit issued by the Issuing Lender would exceed the Issuing Lender’s L/C Sublimit or (iii) the aggregate amount of the Available Revolving Commitments would be less than zero. Each Letter of Credit shall (i) be denominated in Dollars and (ii) expire no later than the earlier of (x) the first anniversary of its date of issuance and (y) the date that is five Business Days prior to the Revolving Termination Date; provided that any Letter of Credit with a one-year term may provide for the renewal thereof for additional one-year periods (which shall in no event extend beyond the date referred to in clause (y) above); provided further, that in the event any such Letter of Credit is renewed beyond the date referred to in clause (y) above, such Letter of Credit shall be cash collateralized or otherwise credit supported to the reasonable satisfaction of the Administrative Agent and the Issuing Lender on or prior to the date that is five Business Days prior to the Revolving Termination Date.

(a) The Issuing Lender shall not at any time be obligated to issue or amend any Letter of Credit if such issuance or amendment would conflict with, or cause the Issuing Lender or any L/C Participant to exceed any limits imposed by, any applicable Requirement of Law.

(b) If the maturity date in respect of any tranche of Revolving Commitments occurs prior to the expiration of any Letter of Credit, then (i) if one or more other tranches of Revolving Commitments in respect of which the maturity date shall not have occurred are then in effect, (x) the outstanding Revolving Loans shall be repaid pursuant to Section 2.10 on such maturity date in an amount sufficient to permit the reallocation of the L/C Obligations relating to the outstanding Letters of Credit contemplated by clause (y) below and (y) such Letters of Credit shall automatically be deemed to have been issued (including for purposes of the obligations of the Revolving Lenders to purchase participations therein and to make payments in respect thereof pursuant to Section 3.4) under (and ratably participated in by Lenders pursuant to) the Revolving Commitments in respect of such non-terminating tranches up to an aggregate amount not to exceed the aggregate principal amount of the Revolving Commitments in respect of such non-terminating tranches at such time (it being understood that (A) the participations therein of Revolving Lenders under the maturing tranche shall be correspondingly released and (B) no partial face amount of any Letter of Credit may be so reallocated) and (ii) to the extent not reallocated pursuant to immediately preceding clause (i), but without limiting the obligations with respect thereto, the Borrower shall cash collateralize any such Letter of Credit in a manner reasonably satisfactory to the Administrative Agent and the Issuing Lender. If, for any reason, such cash collateral is not provided or the reallocation does not occur, the Revolving Lenders under the maturing tranche shall continue to be responsible for their participating interests in the Letters of Credit; provided that, notwithstanding anything to the contrary contained herein, upon any subsequent repayment of the Revolving Loans, the reallocation set forth in clause (i) shall automatically and concurrently occur to the extent of such repayment (it being understood that no partial face amount of any Letter of Credit may be so reallocated). Except to the extent of reallocations of participations pursuant to clause (i) of the second preceding sentence, the occurrence of a maturity date with respect to a given tranche of Revolving Commitments shall

have no effect upon (and shall not diminish) the percentage participations of the Revolving Lenders in any Letter of Credit issued before such maturity date. Commencing with the maturity date of any tranche of Revolving Commitments, the sublimit for Letters of Credit under any tranche of Revolving Commitments that has not so then matured shall be as agreed with such Revolving Lenders; provided that in no event shall such sublimit be less than the sum of (x) the L/C Obligations of the Revolving Lenders under such extended tranche immediately prior to such maturity date and (y) the face amount of the Letters of Credit reallocated to such tranche of Revolving Commitments pursuant to clause (i) above (assuming Revolving Loans are repaid in accordance with clause (i)(x)).

(c) The Rollover Letters of Credit shall, as of and after the Closing Date, be deemed issued and outstanding pursuant to, and shall constitute "Letters of Credit" for all purposes of, this Agreement; provided that the Rollover Letters of Credit shall not be extended unless agreed by the applicable Issuing Lender.

3.2. Procedure for Issuance and Amendment of Letter of Credit. The Borrower may from time to time request that the Issuing Lender issue or amend, as the case may be, a Letter of Credit by delivering to the Issuing Lender and the Administrative Agent at their respective addresses for notices specified herein an Application therefor, completed to the satisfaction of each of the Issuing Lender and the Administrative Agent, and such other certificates, documents and other papers and information as the Issuing Lender may request. Upon receipt of any Application, the Issuing Lender will process such Application and the certificates, documents and other papers and information delivered to it in connection therewith in accordance with its customary procedures (including receiving information from the Administrative Agent that there is sufficient availability under the L/C Commitment and the Revolving Commitment) and shall promptly issue or amend, as applicable, the Letter of Credit requested thereby (but in no event shall the Issuing Lender be required to issue or amend any Letter of Credit earlier than three Business Days after its receipt of the Application therefor and all such other certificates, documents and other papers and information relating thereto) by issuing the original of such Letter of Credit to the beneficiary thereof, amending an existing Letter of Credit, or as otherwise may be agreed to by the Issuing Lender and the Borrower. The Issuing Lender shall furnish a copy of such Letter of Credit to the Borrower promptly following the issuance or amendment thereof. The Issuing Lender shall promptly furnish to the Administrative Agent, which shall in turn promptly furnish to the Lenders, notice of the issuance or amendment of each Letter of Credit (including the amount thereof).

3.3. Fees and Other Charges. (a) The Borrower will pay a fee on all outstanding undrawn and unexpired Letters of Credit at a per annum rate equal to the Applicable Margin then in effect with respect to Eurodollar Loans under the Revolving Facility, shared ratably among the Revolving Lenders and payable quarterly in arrears on each Fee Payment Date after the issuance date. In addition, the Borrower shall pay to the Issuing Lender for its own account a fronting fee of 0.125% per annum on the undrawn and unexpired amount of each Letter of Credit, payable quarterly in arrears on each Fee Payment Date after the issuance date or amendment date, as applicable.

(a) In addition to the foregoing fees, the Borrower shall pay or reimburse the Issuing Lender for such normal and customary costs and expenses as are incurred or charged by the Issuing Lender in issuing, negotiating, effecting payment under, amending or otherwise administering any Letter of Credit.

3.4. L/C Participations. (a) The Issuing Lender irrevocably agrees to grant and hereby grants to each L/C Participant, and, to induce the Issuing Lender to issue Letters of Credit, each L/C Participant irrevocably agrees to accept and purchase and hereby accepts and purchases from the Issuing Lender, on the terms and conditions set forth below, for such L/C Participant's own account and risk an undivided interest equal to such L/C Participant's Revolving Percentage in the Issuing Lender's obligations and rights under and in respect of each Letter of Credit and the amount of each draft paid by the Issuing Lender thereunder. Each L/C Participant agrees with the Issuing Lender that, if a draft is paid under any Letter of Credit for which the Issuing Lender is not reimbursed in full by the Borrower in accordance with the terms of this Agreement (or in the event that any reimbursement received by the Issuing Lender shall be required to be returned to it at any time), such L/C Participant shall pay to the Issuing Lender upon demand at the Issuing Lender's address for notices specified herein an amount equal to such L/C Participant's Revolving Percentage of the amount that is not so reimbursed (or is so returned). Each L/C Participant's obligation to pay such amount shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any setoff, counterclaim, recoupment, defense or other right that such L/C Participant may have against the Issuing Lender, the Borrower or any other Person for any reason whatsoever, (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Section 5, (iii) any adverse change in the condition (financial or otherwise) of the Borrower, (iv) any breach of this Agreement or any other Loan Document by the Borrower, any other Loan Party or any other L/C Participant or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

(a) If any amount required to be paid by any L/C Participant to the Issuing Lender pursuant to Section 3.4 a) in respect of any unreimbursed portion of any payment made by the Issuing Lender under any Letter of Credit is paid to the Issuing Lender within three Business Days after the date such payment is due, such L/C Participant shall pay to the Issuing Lender on demand an amount equal to the product of (i) such amount, times (ii) the daily average NYFRB Rate during the period from and including the date such payment is required to the date on which such payment is immediately available to the Issuing Lender, times (iii) a fraction the numerator of which is the number

of days that elapse during such period and the denominator of which is 360. If any such amount required to be paid by any L/C Participant pursuant to Section 3.4(a) is not made available to the Issuing Lender by such L/C Participant within three Business Days after the date such payment is due, the Issuing Lender shall be entitled to recover from such L/C Participant, on demand, such amount with interest thereon calculated from such due date at the rate per annum applicable to ABR Loans under the Revolving Facility. A certificate of the Issuing Lender submitted to any L/C Participant with respect to any amounts owing under this Section shall be conclusive in the absence of manifest error.

(b) Whenever, at any time after the Issuing Lender has made payment under any Letter of Credit and has received from any L/C Participant its pro rata share of such payment in accordance with Section 3.4(a), the Issuing Lender receives any payment related to such Letter of Credit (whether directly from the Borrower or otherwise, including proceeds of Collateral applied thereto by the Issuing Lender), or any payment of interest on account thereof, the Issuing Lender will distribute to such L/C Participant its pro rata share thereof; provided that in the event that any such payment received by the Issuing Lender shall be required to be returned by the Issuing Lender, such L/C Participant shall return to the Issuing Lender the portion thereof previously distributed by the Issuing Lender to it.

3.5. Reimbursement Obligation of the Borrower. If any draft is paid under any Letter of Credit, the Borrower shall reimburse the Issuing Lender for the amount of (a) the draft so paid and (b) any taxes, fees, charges or other costs or expenses incurred by the Issuing Lender in connection with such payment, not later than 1:00 P.M., New York City time, on (i) the Business Day that the Borrower receives notice of such draft, if such notice is received on such day prior to 10:00 A.M., New York City time, or (ii) if clause (i) above does not apply, the Business Day immediately following the day that the Borrower receives such notice; provided, that the Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.5 that such payment be financed with an ABR Revolving Loan in an equivalent amount and, to the extent so financed, the Borrower's obligation to make such payment shall be discharged and replaced by the resulting ABR Revolving Loan. Each such payment shall be made to the Issuing Lender at its address for notices referred to herein in Dollars and in immediately available funds. Interest shall be payable on any such amounts from the date on which the relevant draft is paid until payment in full at the rate set forth in (x) until the Business Day next succeeding the date of the relevant notice, Section 2.14(b) and (y) thereafter, Section 2.14(c).

3.6. Obligations Absolute. The Borrower's obligations under this Section 3 shall be absolute and unconditional under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment that the Borrower may have or have had against the Issuing Lender, any beneficiary of a Letter of Credit or any other Person. The Borrower also agrees with the Issuing Lender that the Issuing Lender shall not be responsible for, and the Borrower's Reimbursement Obligations under Section 3.5 shall not be affected by, among other things, the validity or genuineness of documents or of any endorsements thereon, even though such documents shall in fact prove to be invalid, fraudulent or forged, or any dispute between or among the Borrower and any beneficiary of any Letter of Credit or any other party to which such Letter of Credit may be transferred or any claims whatsoever of the Borrower against any beneficiary of such Letter of Credit or any such transferee. The Issuing Lender shall not be liable for any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Letter of Credit, except for errors or omissions found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Issuing Lender. The Borrower agrees that any action taken or omitted by the Issuing Lender under or in connection with any Letter of Credit or the related drafts or documents, if done in the absence of gross negligence or willful misconduct, shall be binding on the Borrower and shall not result in any liability of the Issuing Lender to the Borrower.

3.7. Letter of Credit Payments. If any draft shall be presented for payment under any Letter of Credit, the Issuing Lender shall promptly notify the Borrower of the date and amount thereof. The responsibility of the Issuing Lender to the Borrower in connection with any draft presented for payment under any Letter of Credit shall, in addition to any payment obligation expressly provided for in such Letter of Credit, be limited to determining that the documents (including each draft) delivered under such Letter of Credit in connection with such presentment are substantially in conformity with such Letter of Credit.

3.8. Applications. To the extent that any provision of any Application related to any Letter of Credit is inconsistent with the provisions of this Section 3, the provisions of this Section 3 shall apply.

3.9. Letters of Credit Issued for Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations, or is for the account of, a Subsidiary, the Borrower shall be obligated to reimburse the Issuing Lender hereunder of any and all drawings under such Letter of Credit. The Borrower hereby acknowledges that the issuance of Letters of Credit for the account of Subsidiaries inures to the benefit of the Borrower, and that the Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into this Agreement and to make the Loans and issue or participate in the Letters of Credit, the Borrower hereby represents and warrants to the Administrative Agent and each Lender that:

- 4.1. Financial Condition . The Borrower has heretofore delivered to the Lenders (if disclosed in SEC Filings, such statements are deemed delivered to the Lenders) the financial statements referred to in Section 5.2(e). Such financial statements and all financial statements delivered pursuant to Sections 6.01(a) and (b) have been prepared in accordance with GAAP and present fairly and accurately the financial condition and results of operations and cash flows of the Borrower, in each case as of the dates and for the periods to which they relate (subject, in the case of financial statements referred to in clause (ii) of Section 5.2(e), to normal year-end audit adjustment and the absence of footnotes).
- 4.2. No Change . Since December 31, 2014, there has been no development or event that has had or could reasonably be expected to have a Material Adverse Effect.
- 4.3. Existence; Compliance with Law . Each Group Member (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has the power and authority, and the legal right, to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged, (c) is duly qualified as a foreign corporation or other organization and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification and (d) is in compliance with all Requirements of Law, except in the case of each of (b) through (d), to the extent that the failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.
- 4.4. Power; Authorization; Enforceable Obligations . Each Loan Party has the power and authority, and the legal right, to make, deliver and perform the Loan Documents to which it is a party and, in the case of the Borrower, to obtain extensions of credit hereunder. Each Loan Party has taken all necessary organizational action to authorize the execution, delivery and performance of the Loan Documents to which it is a party and, in the case of the Borrower, to authorize the extensions of credit on the terms and conditions of this Agreement. Each Loan Document has been duly executed and delivered on behalf of each Loan Party party thereto. This Agreement constitutes, and each other Loan Document upon execution will constitute, a legal, valid and binding obligation of each Loan Party party thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law). No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the execution, delivery, performance, validity or enforceability of any of the Loan Documents, except (i) the filings referred to in Section 4.19 or otherwise required in order to perfect, record or maintain the security interests granted under the Security Documents and (ii) those that, if not obtained or made, could not reasonably be expected to have a Material Adverse Effect.
- 4.5. No Legal Bar . The execution, delivery and performance of this Agreement and the other Loan Documents, the issuance of Letters of Credit, the borrowings hereunder and the use of the proceeds thereof will not violate any Requirement of Law or any Contractual Obligation of any Group Member, except for any such violation other than with respect to a violation of the organizational documents of any Group Member, which could not reasonably be expected to have a Material Adverse Effect, and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any such Requirement of Law or any such Contractual Obligation (other than the Liens created by the Security Documents).
- 4.6. Litigation . No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of any Responsible Officer of the Borrower, threatened in writing by or against any Group Member or against any of the properties or revenues of any Group Member (a) with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby, or (b) that could reasonably be expected to have a Material Adverse Effect.
- 4.7. Insurance . The properties of the Group Members are insured with financially sound and reputable insurance companies, in at least such amounts and against at least such risks (but including in any event public liability, product liability and business interruption) as are customarily insured against by Persons engaged in the same general area by companies engaged in the same or a similar business, and owning similar properties, as the Group Members.
- 4.8. Ownership of Property; Liens . Each Group Member has title in fee simple to, or a valid leasehold interest in, all its real property, and good title to, or a valid leasehold interest in, all its other property except as could not reasonably be expected to materially interfere with the conduct of business of the Group Members, taken as a whole, and none of such property is subject to any Lien except as permitted by Section 7.3.
- 4.9. Intellectual Property . Each Group Member owns, is licensed to use or possesses the right to use all material Intellectual Property necessary for the conduct of its business as currently conducted. No claim has been asserted in writing and is pending by any Person challenging the use of any Intellectual Property owned by any Group Member or the validity or

effectiveness of any such Intellectual Property, nor does any Responsible Officer of the Borrower know of any valid basis for any such claim. The conduct of the business by each Group Member does not infringe on the rights of any Person in any material respect.

- 4.10. Taxes. (i) Each Group Member has filed or caused to be filed all material federal, state and other tax returns that are required to be filed and has paid all taxes shown to be due and payable on said returns or on any assessments made against it or any of its property and all other taxes, fees or other charges imposed on it or any of its property by any Governmental Authority (other than any the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the relevant Group Member); and (ii) no tax Lien has been filed, and, to the knowledge of the Borrower, no claim is being asserted, with respect to any such tax, fee or other charge.
- 4.11. Federal Regulations. No part of the proceeds of any Loans, and no other extensions of credit hereunder, will be used (a) for “buying” or “carrying” any “margin stock” within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect for any purpose that violates the provisions of the Regulations of the Board or (b) for any purpose that violates the provisions of the Regulations of the Board. If requested by any Lender or the Administrative Agent, the Borrower will furnish to the Administrative Agent and each Lender a statement to the foregoing effect in conformity with the requirements of FR Form G-3 or FR Form U-1, as applicable, referred to in Regulation U.
- 4.12. Labor Matters. Except as, in the aggregate, could not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes against any Group Member pending or, to the knowledge of the Borrower, threatened; (b) hours worked by and payment made to employees of each Group Member have not been in violation of the Fair Labor Standards Act or any other applicable Requirement of Law dealing with such matters (including but not limited to meal and rest breaks); (c) all payments due from any Group Member on account of employee health and welfare insurance have been paid or accrued as a liability on the books of the relevant Group Member; (d) all individuals have been properly classified as employees or contractors; (e) there is no litigation or other proceeding pending, or to the knowledge of the Borrower, threatened, against any Group Member arising out of employment matters; and (f) no Group Member is subject to any consent decree arising out of employment matters.
- 4.13. ERISA. Except as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect: (i) each Plan is drafted and has been operated and administered in compliance with the applicable provisions of ERISA and the provisions of the Code relating to Plans and the regulations and published interpretations thereunder; (ii) no ERISA Event or Foreign Plan Event has occurred or is reasonably expected to occur; (iii) all amounts required by applicable law with respect to, or by the terms of, any retiree welfare benefit arrangement maintained by any Group Member or any ERISA Affiliate or to which any Group Member or any ERISA Affiliate has an obligation to contribute have been accrued in accordance with ASC Topic 715-60. The present value of all accrued benefits under each Pension Plan (determined based on the assumptions used by such Pension Plans pursuant to Section 430(h) of the Code) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed by more than a material amount the value of the assets of such Pension Plan (as determined pursuant to Section 430(g) of the Code) allocable to such accrued benefits, and the present value of all accumulated benefit obligations of all underfunded Pension Plans (based on the assumptions used for purposes of ASC Topic 715-30) did not, as of the date of the most recent financial statements reflecting such amounts, exceed by more than a material amount the fair market value of the assets of all such underfunded Pension Plans; (iv) no Group Member nor any ERISA Affiliate has had a complete or partial withdrawal from any Multiemployer Plan, and, to the knowledge of the Loan Parties, none of the Loan Parties nor any ERISA Affiliate would become subject to any liability under ERISA if the Loan Parties or any such ERISA Affiliate were to withdraw completely from all Multiemployer Plans as of the valuation date most closely preceding the date on which this representation is made or deemed made; and (f) no such Multiemployer Plan is Insolvent.
- 4.14. Investment Company Act; Other Regulations. No Loan Party is an “investment company”, or a company “controlled” by an “investment company”, within the meaning of the Investment Company Act of 1940, as amended from time to time. No Loan Party is subject to regulation under any Requirement of Law (other than Regulation X of the Board) that limits its ability to incur Indebtedness.
- 4.15. Subsidiaries. Except as disclosed to the Administrative Agent by the Borrower in writing from time to time after the Amendment No. 2 Effective Date, (a) Schedule 4.15 (i) sets forth the name and jurisdiction of organization of each Subsidiary and, as to each such Subsidiary, the percentage of each class of Capital Stock owned by any Loan Party and (ii) identifies all of the Unrestricted Subsidiaries and (b) there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to employees or directors and directors’ qualifying shares) of any nature relating to any Capital Stock of any Subsidiary of the Borrower, except to the extent permitted by the Loan Documents.

4.16. Use of Proceeds. The proceeds of the Loans made on the Closing Date were used to satisfy the condition in Section 5.1(b). The proceeds of the Term Loans and the Revolving Loans funded on the Amendment No. 1 Effective Date were used to pay a portion of the consideration in respect of the Acquisition and to pay fees, costs and expenses in connection with the Amendment No. 1 Transactions. The proceeds of the Term Loans funded on the Amendment No. 2 Effective Date shall be used to repay existing Indebtedness of the Borrower and to pay fees, costs and expenses in connection with Amendment No. 2. The proceeds of the Revolving Loans funded on or after the Amendment No. 2 Effective Date and the Letters of Credit shall be used for working capital or for other general corporate purposes of the Group Members (including for Permitted Acquisitions and other Investments and Restricted Payments).

4.17. Environmental Matters.

(a) Except as, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect:

(i) the facilities and properties owned, leased or operated by any Group Member (the “Properties”) do not contain, and have not previously contained, any Materials of Environmental Concern in amounts or concentrations or under circumstances that constitute or constituted a violation of, or could reasonably be expected give rise to liability under, any applicable Environmental Law;

(ii) each Group Member (A) is in compliance with all, and has not violated any, applicable Environmental Laws; (B) holds all Environmental Permits (each of which is in full force and effect) required for any of its current or intended operations or for any property owned, leased, or otherwise operated by it; and (C) is in compliance with all, and has not violated any, of its Environmental Permits;

(iii) no Group Member is aware of any past, present, or reasonably anticipated future events, circumstances, practices, plans, or legal requirements that could reasonably be expected to prevent it from (or increase the burden on it of) complying with applicable Environmental Laws or obtaining, renewing, or complying with all Environmental Permits required under such laws;

(iv) Materials of Environmental Concern are not present at, on, under, in or about any current or former Properties or at any other location (including, without limitation, any location to which Materials of Environmental Concern have been sent for re-use or recycling or for treatment, storage, or disposal) in amounts or concentrations or under circumstances that: (A) constitute or constituted a violation of, or could give rise to liability under, any Environmental Law or otherwise result in costs to any Group Member; or (B) interfere with the continuing operations of any Group Member;

(v) no Group Member has received notice of any pending or threatened Environmental Claim with regard to any of the Properties or the business operated by the any Group Member, nor is the Borrower aware of any facts, conditions or circumstances that could reasonably be expected to give rise to such an Environmental Claim; and

(vi) no Group Member has assumed or retained any obligations or liabilities of any kind, fixed or contingent, known or unknown, under any Environmental Law or with respect to any Material of Environmental Concern.

(b) The Borrower has provided to the Administrative Agent true and complete copies of all Environmental Reports that are in the possession or control of any Group Member.

4.18. Accuracy of Information, etc. No statement or information contained in this Agreement, any other Loan Document or any other document, certificate or statement (other than projections, budgets, estimates, other forward-looking information, pro forma financial information and information of a general or industry specific nature) furnished by or on behalf of any Loan Party to the Administrative Agent or the Lenders, or any of them, on or prior to the Amendment No. 2 Effective Date for use in connection with the transactions contemplated by this Agreement or the other Loan Documents, taken as a whole, contain as of the date such statement, information, document or certificate was so furnished any untrue statement of a material fact or omitted to state a material fact necessary to make the statements contained herein or therein not materially misleading in light of the circumstances when made. The projections, budgets, estimates, other forward-looking information, pro forma financial information and information of a general or industry specific nature, contained in the materials referenced above are based upon good faith estimates and assumptions believed by management of the Borrower to be reasonable at the time made, it being recognized by the Lenders that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount.

4.19. Security Documents. (a) The Guarantee and Collateral Agreement is effective to create in favor of the Administrative Agent, for the benefit of the Lenders, a legal, valid and enforceable security interest in the Collateral described therein and proceeds thereof. In the case of the certificated Pledged Stock described in the Guarantee and Collateral Agreement, when stock certificates representing such Pledged Stock are delivered to the Administrative Agent (together with a

properly completed and signed stock power or endorsement), and in the case of the other Collateral described in the Guarantee and Collateral Agreement, when financing statements and other filings specified on Schedule 4.19 in appropriate form are filed in the offices specified on Schedule 4.19, the Guarantee and Collateral Agreement shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral and the proceeds thereof, as security for the Obligations (as defined in the Guarantee and Collateral Agreement), in each case prior and superior in right to any other Person (except, in the case of Collateral other than Pledged Stock, Liens permitted by Section 7.3).

(b) If and when delivered, each of the Mortgages, upon proper filing, shall be effective to create in favor of the Administrative Agent, for the benefit of the Lenders, a legal, valid and enforceable security interest in the properties described therein and proceeds thereof, and if and when such Mortgages are filed in the appropriate recording offices, each such Mortgage shall constitute a fully perfected (if and to the extent perfection may be achieved by such filings) Lien on, and security interest in, all right, title and interest of the Loan Parties in the property subject to such Mortgage and the proceeds thereof, as security for the Obligations (as defined in the relevant Mortgage), in each case prior and superior in right to any other Person (except that the security interest created in such property may be subject to the Liens permitted by Section 7.3).

4.20. Solvency. As of the Amendment No. 2 Effective Date, the Loan Parties on a consolidated basis are, and immediately after giving effect to the Amendment No. 2 Transactions (and the payment of fees and expenses in connection therewith) will be, Solvent.

4.21. Anti-Terrorism Law; Anti-Corruption Laws. The Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by the Borrower, the Subsidiaries and their directors, officers, employees and agents with applicable Anti-Terrorism Law, Anti-Corruption Laws and Sanctions, and the Borrower and its Subsidiaries are in compliance with applicable Anti-Terrorism Law, Anti-Corruption Laws and Sanctions in all material respects. None of (a) the Borrower or any Subsidiary or (b) to the knowledge of the Borrower, (i) any director, officer or employee of the Borrower or any Subsidiary or (ii) any agent of the Borrower or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person or in violation of any Sanctions. The Closing Date Transactions and the Amendment No. 1 Transactions did not, and the Amendment No. 2 Transactions will not, violate any applicable Anti-Terrorism Law, Anti-Corruption Laws or Sanctions.

4.22. EEA Financial Institutions. No Loan Party is an EEA Financial Institution.

SECTION 5. CONDITIONS PRECEDENT

5.1. Conditions to Initial Extension of Credit. The agreement of each Lender to make the initial extensions of credit requested to be made by it on the Closing Date was subject to the satisfaction, prior to or concurrently with the making of such extension of credit on the Closing Date, of the following conditions precedent (it being understood that terms used in this Section 5.1 shall have the meanings assigned thereto in the Existing Credit Agreement and Section or Schedule references used in this Section 5.1 shall be references to such Section or Schedule in respect of the Existing Credit Agreement):

(a) Credit Agreement; Guarantee and Collateral Agreement. The Administrative Agent shall have received (i) this Agreement, executed and delivered by the Administrative Agent, the Borrower and each Person listed on Schedule 1.1A, (ii) the Guarantee and Collateral Agreement, executed and delivered by the Borrower and each Subsidiary Guarantor and (iii) an Acknowledgement and Consent in the form attached to the Guarantee and Collateral Agreement, executed and delivered by each Issuer (as defined therein), if any, that is not a Loan Party.

(b) Refinancing. The Administrative Agent shall have received evidence reasonably satisfactory to it that the Refinancing shall have been (or substantially simultaneously with the initial fundings hereunder shall be) completed.

(c) Financial Statements. The Lenders shall have received the financial statements referred to in Section 4.1.

(d) [Reserved].

(e) Lien Searches. The Administrative Agent shall have received the results of a recent Lien search with respect to each Loan Party, and such search shall reveal no Liens on any of the assets of the Loan Parties except for Liens (A) permitted by Section 7.3 or (B) discharged on or prior to the Closing Date pursuant to documentation satisfactory to the Administrative Agent.

(f) Fees. The Lenders, the Administrative Agent and the Lead Arrangers shall have received all fees required to be paid, and all expenses for which invoices have been presented (including the reasonable fees and expenses of legal counsel), on or before the third Business Day prior to the Closing Date pursuant to the fee letters executed on such date. All such amounts will be paid with proceeds of Loans made on the Closing Date and will be reflected in the funding instructions given by the Borrower to the Administrative Agent on or before the Closing Date.

(g) Closing Certificate; Certified Certificate of Incorporation; Good Standing Certificates. The Administrative Agent shall have received (i) a certificate of each Loan Party, dated the Closing Date, substantially in the form of Exhibit C, with appropriate insertions and attachments, including the charter, articles, certificate of organization or incorporation of each Loan Party certified by the relevant authority of the jurisdiction of organization of such Loan Party (if applicable), and (ii) a long-form good standing certificate for each Loan Party from its jurisdiction of organization (if applicable).

(h) Legal Opinion. The Administrative Agent shall have received the legal opinion of Cooley LLP, counsel to the Group Members, in form and substance reasonably satisfactory to the Administrative Agent.

(i) Pledged Stock; Stock Powers; Pledged Notes. The Administrative Agent shall have received (i) the certificates representing the shares of Capital Stock pledged pursuant to the Guarantee and Collateral Agreement, together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof and (ii) each promissory note (if any) pledged to the Administrative Agent pursuant to the Guarantee and Collateral Agreement endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank) by the pledgor thereof.

(j) Filings, Registrations and Recordings. Each document (including any Uniform Commercial Code financing statement) required by the Security Documents or under law or reasonably requested by the Administrative Agent to be filed, registered or recorded in order to create in favor of the Administrative Agent, for the benefit of the Lenders, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Liens expressly permitted by Section 7.3), shall be in proper form for filing, registration or recordation.

(k) Solvency Certificate. The Administrative Agent shall have received a solvency certificate from the chief financial officer of the Borrower.

(l) Insurance. The Administrative Agent shall have received insurance certificates satisfying the requirements of Section 5.2 of the Guarantee and Collateral Agreement.

(m) No Material Adverse Effect. Since December 31, 2013, no Material Adverse Effect has occurred.

(n) Patriot Act. Before the end of the third Business Day prior to the Closing Date, the Administrative Agent shall have received all documentation and other information, which has been requested in writing at least five Business Days prior to the Closing Date, required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act.

(o) Representations and Warranties; No Default. All of the representations and warranties made by any Loan Party in the Loan Documents shall be true and correct in all material respects (or in all respects if qualified by materiality). No Default or Event of Default shall have occurred and be continuing on the Closing Date or after giving effect to the extensions of credit requested to be made on the Closing Date.

For the purpose of determining compliance with the conditions specified in this Section 5.1, each Lender that has signed this Agreement shall be deemed to have accepted, and to be satisfied with, each document or other matter required under this Section 5.1 unless the Administrative Agent shall have received written notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

5.2. Conditions to Amendment No. 2 Effective Date. The effectiveness of Amendment No. 2 and the agreement of each Incremental Lender (as defined therein) to make the extensions of credit requested to be made by it on the Amendment No. 2 Effective Date is subject to the satisfaction, prior to or concurrently with the making of such extension of credit on the Amendment No. 2 Effective Date, of the following conditions precedent:

(a) Amendment No. 2 to Credit Agreement. The Administrative Agent shall have received Amendment No. 2, executed and delivered by the Administrative Agent, the Borrower, the Guarantors and each Person listed on Schedule 1.1A (which Persons shall constitute all of the Lenders as defined in the Existing Credit Agreement).

(b) Fees. (i) The Lenders, the Administrative Agent and the Lead Arrangers shall have received all fees required to be paid, and all expenses for which invoices have been presented (including the reasonable fees and expenses of legal counsel), on or before the third Business Day prior to the Amendment No. 2 Effective Date pursuant to fee letters in effect on such date. All such amounts will be paid with proceeds of Loans made on the Amendment No. 2 Effective Date and will be reflected in the funding instructions given by the Borrower to the Administrative Agent on or before the Amendment No. 2 Effective Date and (ii) the Administrative Agent shall have received payment of all accrued interest and fees in respect of the Loans (as defined in the Existing Credit Agreement) and the Revolving Commitments (as defined in the Existing Credit Agreement).

(c) Material Adverse Effect. Since December 31, 2016, no Material Adverse Effect has occurred.

(d) Financial Statements. The Administrative Agent shall have received (i) audited consolidated balance sheets and related

statements of income, stockholders' equity and cash flows of the Borrower for the three most recently completed fiscal years ended at least 90 days prior to the Amendment No. 2 Effective Date and (ii) unaudited consolidated balance sheets and related statements of income and cash flows of the Borrower for each subsequent fiscal quarter (other than the fourth fiscal quarter of the Borrower's fiscal year) ended at least 45 days prior to the Amendment No. 2 Effective Date.

(e) [Reserved].

(f) Lien Searches. The Administrative Agent shall have received the results of a recent Lien search with respect to each Loan Party, and such search shall reveal no Liens on any of the assets of the Loan Parties except for Liens (A) permitted by Section 7.3 or (B) discharged on or prior to the Amendment No. 2 Effective Date pursuant to documentation satisfactory to the Administrative Agent.

(g) Closing Certificate; Certified Certificate of Incorporation; Good Standing Certificates. The Administrative Agent shall have received (i) a certificate of each Loan Party, dated the Amendment No. 2 Effective Date, substantially in the form of Exhibit C, with appropriate insertions and attachments, including the charter, articles, certificate of organization or incorporation of each Loan Party certified by the relevant authority of the jurisdiction of organization of such Loan Party (if applicable), and (ii) a long-form good standing certificate for each Loan Party from its jurisdiction of organization (if applicable).

(h) Legal Opinion. The Administrative Agent shall have received the legal opinion of Cooley LLP, counsel to the Group Members, in form and substance reasonably satisfactory to the Administrative Agent.

(i) Solvency Certificate. The Administrative Agent shall have received a solvency certificate from the chief financial officer of the Borrower.

(j) Patriot Act. Before the end of the third Business Day prior to the Amendment No. 2 Effective Date, the Administrative Agent shall have received all documentation and other information, which has been requested in writing at least ten Business Days prior to the Amendment No. 2 Effective Date, required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

(k) Filings, Registrations and Recordings. Each document (including any Uniform Commercial Code financing statement) required by the Security Documents or under law or reasonably requested by the Administrative Agent to be filed, registered or recorded in order to create in favor of the Administrative Agent, for the benefit of the Lenders, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Liens expressly permitted by Section 7.3), shall be in proper form for filing, registration or recordation.

5.3. Conditions to Each Extension of Credit After the Amendment No. 2 Effective Date. The agreement of each Lender (other than as agreed by the Administrative Agent and the Additional Lenders as set forth in Section 2.24(b)) to make any extension of credit requested to be made by it on any date (including any extensions of credit requested to be made by it on the Amendment No. 2 Effective Date), is subject to the satisfaction of the following conditions precedent:

(a) Representations and Warranties. Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct in all material respects (or in all respects if qualified by materiality) on and as of such date as if made on and as of such date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or in all respects if qualified by materiality) on and as of such earlier date.

(b) No Default. No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the extensions of credit requested to be made on such date.

Each borrowing by and issuance of a Letter of Credit on behalf of the Borrower hereunder (other than on the Amendment No. 2 Effective Date and as agreed by the Administrative Agent and the Additional Lenders as set forth in Section 2.24(b)) shall constitute a representation and warranty by the Borrower as of the date of such extension of credit that the conditions contained in this Section 5.3 have been satisfied.

SECTION 6. AFFIRMATIVE COVENANTS

The Borrower hereby agrees that, so long as the Commitments remain in effect, any Letter of Credit remains outstanding or any Loan or other amount is owing to any Lender or the Administrative Agent hereunder, the Borrower shall and shall cause each of its Restricted Subsidiaries to:

6.1. Financial Statements. Furnish to the Administrative Agent and each Lender:

(a) as soon as available, but in any event within 90 days after the end of each fiscal year of the Borrower, a copy of the audited consolidated balance sheet of the Borrower as at the end of such year and the related audited consolidated statements of

income and of cash flows for such year, setting forth in each case in comparative form the figures for the previous year, reported on, in the case of audited financial statements, without a “going concern” or like qualification or exception, or qualification arising out of the scope of the audit, by Ernst & Young, LLP or other independent certified public accountants of nationally recognized standing; and

(b) as soon as available, but in any event not later than 45 days after the end of each of the first three quarterly periods of each fiscal year of the Borrower, the unaudited consolidated balance sheet of the Borrower as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures for the previous year, certified by a Responsible Officer as being fairly stated in all material respects (subject to normal year-end audit adjustments).

All such financial statements shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GAAP applied (except as approved by such accountants or officer, as the case may be, and disclosed in reasonable detail therein) consistently throughout the periods reflected therein and with prior periods.

6.2. Certificates; Other Information. Furnish to the Administrative Agent and each Lender:

(a) concurrently with the delivery of any financial statements pursuant to Section 6.1, (i) a certificate of a Responsible Officer stating that, to the best of each such Responsible Officer’s knowledge, each Loan Party during such period has observed or performed all of its covenants and other agreements, and satisfied every condition contained in this Agreement and the other Loan Documents to which it is a party to be observed, performed or satisfied by it, and that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate and (ii) in the case of quarterly or annual financial statements, (x) a Compliance Certificate containing all information and calculations necessary for determining compliance by each of the Borrower and its Restricted Subsidiaries with the provisions of this Agreement referred to therein as of the last day of the fiscal quarter or fiscal year of the Borrower, as the case may be, and (y) to the extent not previously disclosed to the Administrative Agent, (1) a description of any change in the jurisdiction of organization of any Loan Party, (2) a list of any Intellectual Property acquired by any Loan Party and (3) a description of any Person that has become a Borrower or any of its Restricted Subsidiaries, in each case since the date of the most recent report delivered pursuant to this clause (y) (or, in the case of the first such report so delivered, since the Amendment No. 1 Effective Date);

(b) as soon as available, and in any event no later than 45 days after the end of each fiscal year of the Borrower, a detailed consolidated budget for the following fiscal year;

(c) concurrently with the delivery of any financial statements pursuant to Section 6.1, a narrative discussion and analysis of the financial condition and results of operations of the Borrower and its Restricted Subsidiaries for such fiscal quarter and for the period from the beginning of the then current fiscal year to the end of such fiscal quarter, as compared to the comparable periods of the previous year;

(d) within five days after the same are sent, copies of all financial statements and reports that the Borrower sends to the holders of any class of its debt securities or public equity securities and, within five days after the same are filed, copies of all financial statements and reports that the Borrower may make to, or file with, the SEC;

(e) promptly following receipt thereof, copies of (i) any documents described in Section 101(k) of ERISA that the Borrower, any of its Subsidiaries or any ERISA Affiliate may request with respect to any Multiemployer Plan and (ii) any notices described in Section 101(l) of ERISA that the Borrower, any of its Subsidiaries or any ERISA Affiliate may request with respect to any Multiemployer Plan; provided, that if the Borrower, any of its relevant Subsidiaries or ERISA Affiliate has not requested such documents or notices from the administrator or sponsor of the applicable Multiemployer Plan, then, upon reasonable request of the Administrative Agent, the Borrower, any of its Subsidiaries or the ERISA Affiliate shall promptly make a request for such documents or notices from such administrator or sponsor and the Borrower shall provide copies of such documents and notices promptly after receipt thereof;

(f) promptly after the request by any Lender, all documentation and other information that such Lender reasonably requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act;

(g) promptly following any request therefor, such other information regarding the operations, business affairs, assets, liabilities (including contingent liabilities) and financial condition of the Borrower or any Subsidiary, or compliance with the terms of this Agreement or any other Loan Document, or with the Patriot Act, as the Administrative Agent, any Issuing Lender or any Lender may reasonably request; and

(h) promptly, such additional information regarding the business, financial, legal or corporate affairs of any Loan Party or any Subsidiary thereof as the Administrative Agent may from time to time reasonably request.

Documents required to be delivered pursuant to Section 6.1(a) or (b) or Section 6.2(c) or (d) shall be deemed to have been delivered on the date (i) on which the Borrower files such documents with the SEC and such documents are publicly available on the SEC's EDGAR filing system or any successor thereto, (ii) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website or (iii) on which such documents are posted on the Borrower's behalf on an Internet or intranet 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); provided that (A) the Borrower shall deliver paper copies of such documents to the Administrative Agent for further distribution to any Lender that requests that the Borrower deliver such paper copies and (B) in the case of clauses (i) and (ii) above, the Borrower shall (x) notify the Administrative Agent of the filing or posting of any such documents and (y) provide copies of all such documents to the Administrative Agent for posting on an Internet or intranet website to which the Lenders have access; provided however that failure to provide notice to the Administrative Agent of such filing or posting pursuant to clause (x) in this paragraph shall not constitute an Event of Default.

6.3. Payment of Obligations. Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all its material obligations of whatever nature, including tax liabilities, except where such obligation is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of the Borrower or any of its relevant Restricted Subsidiaries.

6.4. Maintenance of Existence; Compliance. (a)(i) Preserve, renew and keep in full force and effect its organizational existence and (ii) take all reasonable action to maintain all rights, privileges and franchises reasonably necessary or desirable in the normal conduct of its business, except, in each case, as otherwise permitted by Section 7.4 or 7.5 and except, in the case of clause (ii) above, to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (b) comply with Requirements of Law, except (i) to the extent that failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect or (ii) to the extent such Requirement of Law is currently being contested in good faith by appropriate proceedings. The Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their directors, officers, employees and agents with applicable Anti-Terrorism Law, Anti-Corruption Laws and Sanctions.

6.5. Maintenance of Property; Insurance. (a) (i) Keep all material property reasonably necessary in the conduct of its business in good working order and condition, ordinary wear and tear excepted and (ii) maintain with financially sound and reputable insurance companies insurance on all its property in at least such amounts and against at least such risks (but including in any event public liability, product liability and business interruption) as are customarily insured against by Persons engaged in the same general area by companies engaged in the same or a similar business and owning similar properties.

(b) With respect to each Mortgaged Property that is located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a "special flood hazard area" with respect to which flood insurance has been made available under Flood Insurance Laws, the applicable Loan Party (i) has obtained and will maintain, with financially sound and reputable insurance companies (except to the extent that any insurance company insuring the Mortgaged Property of the Loan Party ceases to be financially sound and reputable after the Amendment No. 2 Effective Date, in which case, the Borrower shall use commercially reasonable efforts to replace such insurance company with a financially sound and reputable insurance company), such flood insurance in such reasonable total amount as the Administrative Agent may from time to time reasonably require, and otherwise sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and (ii) promptly upon request of the Administrative Agent, will deliver to the Administrative Agent evidence of such compliance in form and substance reasonably acceptable to the Administrative Agent, including, without limitation, evidence of annual renewals of such insurance.

6.6. Inspection of Property; Books and Records; Discussions. (a) Keep proper books of records and account in which full, true and correct entries in conformity with GAAP (or, in the case of Foreign Subsidiaries, generally accepted accounting principles in effect from time to time in their respective jurisdictions of organization) and all Requirements of Law shall be made of all dealings and transactions in relation to its business and activities and (b) at reasonable times and upon reasonable advance notice, as often as may be desired, permit representatives of the Administrative Agent or any Lender to visit and inspect any of its properties and examine and make abstracts from any of its books and records and to discuss the business, operations, properties and financial and other condition of the Group Members with officers and employees of the Group Members and with their independent certified public accountants; provided, that (i) representatives of the Group Members may be present and participate in any such discussion with such accountants and (ii) unless an Event of Default has occurred and is continuing, such visits, inspections and making of abstracts shall occur not more than once in any fiscal quarter for the Administrative Agent and all of the Lenders taken together.

6.7. Notices. Promptly after a Responsible Officer or any Loan Party obtains knowledge thereof, give notice to the Administrative Agent and each Lender of:

1. the occurrence of any Default or Event of Default;
2. any litigation or proceeding affecting any Group Member (i) in which the amount sought against any Group Member is \$10,000,000 or more and not covered by insurance, (ii) in which injunctive or similar relief is sought as to which there is a reasonable

probability of an adverse determination and, if adversely determined, could reasonably be expected to have a Material Adverse Effect or (iii) which relates to any Loan Document;

3. an ERISA Event; and
4. any other development or event that has had or could reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section 6.7 shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action the relevant Group Member proposes to take with respect thereto.

6.8. Environmental Laws. (a) Comply with, and undertake reasonable efforts to ensure compliance, by all tenants and subtenants, if any, with, all applicable Environmental Laws, and obtain and comply with and maintain, and undertake reasonable efforts to ensure that all tenants and subtenants obtain and comply with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws.

(a) Conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under Environmental Laws and promptly comply in all material respects with all lawful orders and directives of all Governmental Authorities regarding Environmental Laws.

6.9. Ratings. Use commercially reasonable efforts to obtain and maintain a public corporate family and/or corporate credit rating, as applicable, and public ratings in respect of the Facilities, in each case from each of S&P and Moody's.

6.10. Further Assurances; Additional Collateral, etc. (a) With respect to any property acquired after the Closing Date by any Loan Party (other than (x) any property described in paragraph (c) below, (y) any property subject to a Lien expressly permitted by Section 7.3(g) and (z) any Excluded Collateral (as defined in the Guarantee and Collateral Agreement)) as to which the Administrative Agent, for the benefit of the Secured Parties, does not have a perfected Lien, promptly (and in any event within 30 days of acquisition) (i) execute and deliver to the Administrative Agent such amendments to the Guarantee and Collateral Agreement or such other documents as the Administrative Agent deems necessary or advisable to grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in such property and (ii) take all actions necessary or advisable to grant to the Administrative Agent, for the benefit of the Secured Parties, a perfected first priority security interest in such property, including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be requested by the Administrative Agent and the filing of documents with the United States Patent and Trademark Office and the United States Copyright Office as may be required by the Security Documents or by law or as may be requested by the Administrative Agent.

(a) With respect to any fee interest in any real property having a value (together with improvements thereof) of at least \$10,000,000 acquired after the Closing Date by any Loan Party (other than any such real property subject to a Lien expressly permitted by Sections 7.3(g) and (o)), promptly (i) execute and deliver a first priority Mortgage, in favor of the Administrative Agent, for the benefit of the Lenders, covering such real property, (ii) if requested by the Administrative Agent, provide the Lenders with (x) title and extended coverage insurance covering such real property in an amount at least equal to the purchase price of such real property (or such other amount as shall be reasonably specified by the Administrative Agent) as well as a current ALTA survey thereof, together with a surveyor's certificate and (y) any consents or estoppels reasonably deemed necessary or advisable by the Administrative Agent in connection with such Mortgage, each of the foregoing in form and substance reasonably satisfactory to the Administrative Agent, (iii) if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent, (iv) deliver a "Life-of-Loan" Federal Emergency Management Agency Standard Flood Hazard Determination with respect to such real property (if such real property is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards, together with a notice about special flood hazard area status and flood disaster assistance required pursuant to Section 208.25(i) of Regulation H of the Board, duly executed by the Borrower or the applicable Subsidiary) and (v) if such real property is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards, obtain flood insurance made available under the National Flood Insurance Act of 1968, if such insurance is available, or otherwise provide evidence of flood insurance, reasonably satisfactory to the Administrative Agent. Notwithstanding the foregoing, the Administrative Agent shall not enter into any Mortgage in respect of any real property acquired by the Borrower or any other Loan Party after the Amendment No. 2 Effective Date until the date that is 45 days after the Administrative Agent has delivered to the Lenders (which may be delivered electronically) the following documents in respect of such real property: (i) completed "Life of Loan" Federal Emergency Management Agency standard flood hazard determination(s) with respect to the Mortgaged Property and related documents with respect to the Mortgaged Property reasonably requested by any Lender; (ii) if such real property is located in a "special flood hazard area", a notification to each Borrower (and applicable Loan Party) of that fact and notification to each Borrower (and applicable Loan Party) stating whether flood insurance coverage is available, and evidence that each Borrower (or other Loan Party) to which a notice was sent, has signed and returned the notice; and (iii) if such notice is required to be provided to the Borrower (or applicable Loan Party) and flood insurance is available in the community in which such real property is located, a copy of the policy, or declaration evidencing such required flood insurance in an amount and with terms required by the Flood Insurance Laws.

(b) With respect to any new Material Restricted Subsidiary created or directly acquired after the Closing Date by the Borrower or any other Loan Party (which, for the purposes of this paragraph (c), shall include any directly-held existing Subsidiary of a Loan Party that becomes a Material Restricted Subsidiary (other than any Disregarded Domestic Subsidiary, Foreign Subsidiary, Non-Wholly Owned Subsidiary or Captive Insurance Subsidiary) or ceases to be a Disregarded Domestic Subsidiary, a Foreign Subsidiary, a Non-Wholly Owned Subsidiary or a Captive Insurance Subsidiary), promptly (and in any event within 30 days of creation or acquisition) (i) execute and deliver to the Administrative Agent such amendments to the Guarantee and Collateral Agreement as the Administrative Agent deems necessary or advisable to grant to the Administrative Agent, for the benefit of the Secured Parties, a perfected first priority security interest in the Capital Stock of such new Subsidiary that is directly owned by any Loan Party (provided that such security interest shall be limited, in the case of a Foreign Subsidiary or a Disregarded Domestic Subsidiary, to 65% of such voting Capital Stock in such Foreign Subsidiary or Disregarded Domestic Subsidiary, as applicable), (ii) deliver to the Administrative Agent the certificates representing such Capital Stock, together with undated stock powers, in blank, executed and delivered by a duly authorized officer of the relevant Loan Party, (iii) cause such new Subsidiary (if such new Subsidiary is a Material Restricted Subsidiary, unless such Subsidiary is a Foreign Subsidiary, a Disregarded Domestic Subsidiary, a Non-Wholly Owned Subsidiary or a Captive Insurance Subsidiary) (A) to become a party to the Guarantee and Collateral Agreement, (B) to take such actions necessary or advisable to grant to the Administrative Agent for the benefit of the Secured Parties a perfected first priority security interest in the Collateral described in the Guarantee and Collateral Agreement with respect to such new Subsidiary, including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be requested by the Administrative Agent and (C) to deliver to the Administrative Agent a certificate of such Subsidiary, substantially in the form of Exhibit C, with appropriate insertions and attachments, and (iv) if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent.

6.11. Designation of Subsidiaries. (a) The Board of Directors of the Borrower may at any time designate any Restricted 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 shall have occurred and be continuing, (ii) no Subsidiary may be designated as an Unrestricted Subsidiary if it has Indebtedness with recourse to any Group Member, (iii) no Subsidiary may be designated as an Unrestricted Subsidiary if it was previously designated an Unrestricted Subsidiary, (iv) no Subsidiary may be designated as an Unrestricted Subsidiary if it is party to any agreement or contract with any Group Member, unless the terms of such agreement are no less favorable to the applicable Group Member than those that might be obtained from an unaffiliated third-party, (v) no Subsidiary may be designated as an Unrestricted Subsidiary if such Subsidiary is a Person with respect to which any Group Member has any direct or indirect obligation to make capital contributions or to maintain such Subsidiary's financial condition, (vi) no Disregarded Domestic Subsidiary may be designated an Unrestricted Subsidiary, (vii) no Subsidiary may be designated an Unrestricted Subsidiary if after giving effect to such designation, the Consolidated Total Net Leverage Ratio for the most recently ended fiscal quarter for which financial statements have been delivered to the Administrative Agent and the Lenders pursuant to Section 6.1(a) or (b) would exceed 3.00 to 1.00 (with such compliance to be determined (x) disregarding the proceeds of any Indebtedness incurred as of the date of such designation in calculating such leverage ratio (it being understood that, if applicable, the use of such proceeds shall be given pro forma effect in such calculation) and (y) as though such designation happened at the beginning of the applicable fiscal period) and (viii) no Unrestricted Subsidiary may engage in any transaction described in Section 7.8 (with respect to the prepayment of any Indebtedness) if the Borrower is prohibited from engaging in such transaction.

(b) 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 fair market value of the Borrower's investment therein as determined in good faith by the Board of Directors of the Borrower. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall, at the time of such designation, constitute the incurrence of any Indebtedness or Liens of such Subsidiary existing at such time. Upon a redesignation of any Subsidiary as a Restricted Subsidiary, the Borrower shall be deemed to continue to have a permanent Investment in an Unrestricted Subsidiary in an amount (if positive) equal to (a) the Borrower's Investment in such Subsidiary at the time of such redesignation *less* (b) the fair market value of the net assets of such Subsidiary at the time of such redesignation. 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 Board of Directors of the Borrower.

SECTION 7. NEGATIVE COVENANTS

The Borrower hereby agrees that, so long as the Commitments remain in effect, any Letter of Credit remains outstanding or any Loan or other amount is owing to any Lender or the Administrative Agent hereunder, the Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly:

7.1. Financial Covenants.

(a) Consolidated First Lien Net Leverage Ratio. Permit the Consolidated First Lien Net Leverage Ratio as at the last day of any period of four consecutive fiscal quarters of the Borrower ending with any fiscal quarter set forth below to exceed the ratio set forth below opposite such fiscal quarter:

<u>Fiscal Quarter Ending</u>	<u>Consolidated First Lien Leverage Ratio</u>
March 31, 2016 through March 31, 2017	3.25:1.00
June 30, 2017 through December 31, 2018	3.65:1.00
March 31, 2019 through June 30, 2020	3.25:1.00
September 30, 2020 and thereafter	2.75:1.00

(b) Minimum Consolidated Interest Coverage Ratio. Permit the Consolidated Interest Coverage Ratio as at the last day of any period of four consecutive fiscal quarters of the Borrower beginning with the fiscal quarter ending March 31, 2016 to be less than 2.00 to 1.00.

7.2. Indebtedness. Create, issue, incur, assume, become liable in respect of or suffer to exist any Indebtedness, except:

(a) (i) Indebtedness of any Loan Party under this Agreement (including Indebtedness in respect of any Incremental Facility) and (ii) any Permitted Refinancing in respect of the Term Loans (any Indebtedness under such Permitted Refinancing, the “Refinancing Indebtedness”); provided that (w) such Refinancing Indebtedness, if secured, is secured only by the Collateral on a pari passu or junior basis with the Obligations under this Agreement (provided that the Refinancing Indebtedness shall not consist of bank loans that are secured on a pari passu basis with the Obligations under this Agreement), (x) no Loan Party that is not originally obligated with respect to repayment of the Indebtedness being refinanced is obligated with respect to the Refinancing Indebtedness, (y) the terms of any such Refinancing Indebtedness are (excluding pricing, fees, rate floors and optional prepayment or redemption terms), taken as a whole, no more favorable to the lenders providing such Refinancing Indebtedness than those applicable to the Indebtedness being refinanced (other than any covenants or other provisions applicable only to periods after the later of the Final Maturity Date and the Final Revolving Termination Date); provided that a certificate of a Responsible Officer of the Borrower delivered to the Administrative Agent at least five Business Days prior to the incurrence of such Refinancing Indebtedness (or such shorter period of time as may reasonably be agreed by the Administrative Agent), together with a reasonably detailed description of the material terms and conditions of such resulting Refinancing Indebtedness or drafts of the material definitive documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the requirements of this clause (y) shall be conclusive unless the Administrative Agent provides notice to the Borrower of its reasonable objection during such period together with a reasonable description of the basis upon which it objects and (z) such Refinancing Indebtedness (if secured) shall be subject to an intercreditor agreement reasonably satisfactory to the Administrative Agent;

(b) Indebtedness of (i) the Borrower to any Restricted Subsidiary, (ii) any Subsidiary Guarantor to the Borrower or any other Restricted Subsidiary or (iii) any Restricted Subsidiary that is not a Loan Party to any other Restricted Subsidiary that is not a Loan Party;

(c) Guarantee Obligations incurred by any Group Member of obligations of any Loan Party to the extent such obligations are permitted hereunder; provided that to the extent any such obligations are subordinated to the Obligations, any such related Guarantee Obligations incurred by a Loan Party shall be subordinated to the guarantee of such Loan Party of the Obligations on terms no less favorable to the Lenders than the subordination provisions of the obligations to which such Guarantee Obligation relates;

(d) [reserved];

(e) the Existing Letters of Credit; provided that the aggregate face value of the Existing Letters of Credit shall not exceed \$3,000,000 at any time;

(f) Indebtedness (including, without limitation, Capital Lease Obligations and purchase money obligations) to finance the acquisition of fixed or capital assets in an aggregate principal amount not to exceed \$12,500,000 at any one time outstanding;

(g) Indebtedness outstanding on the Amendment No. 2 Effective Date and listed on Schedule 7.2(g) and any Permitted Refinancing thereof (and any successive Permitted Refinancings in respect thereof);

(h) [reserved]

(i) Indebtedness of the Borrower in respect of Specified Cash Management Agreements, netting services, overdraft protections and other cash management, intercompany cash pooling and similar arrangements in connection with deposit accounts, in each case in the ordinary course of business;

(j) Indebtedness arising under any Swap Agreement permitted by Section 7.11;

(k) Indebtedness (other than for borrowed money) that may be deemed to exist pursuant to any guarantees, warranty or contractual service obligations, performance, surety, statutory, appeal, bid, prepayment guarantee, payment (other than payment of Indebtedness) or completion of performance guarantees or similar obligations incurred in the ordinary course of business;

(l) Indebtedness in respect of workers' compensation claims, payment obligations in connection with health, disability or other types of social security benefits, unemployment or other insurance obligations, reclamation and statutory obligations, in each case in the ordinary course of business;

(m) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds, so long as such Indebtedness is covered or extinguished within five Business Days;

(n) Indebtedness consisting of (i) the financing of insurance premiums or self-insurance obligations or (ii) take-or-pay obligations contained in supply or similar agreements in each case in the ordinary course of business;

(o) client advance or deposits received in the ordinary course of business;

(p) [reserved];

(q) Indebtedness acquired by any Group Member in connection with a Permitted Acquisition; provided, that such Indebtedness is not incurred in connection with, or in contemplation of, such transaction; provided further, that on the date of the incurrence of such Indebtedness, after giving effect to the incurrence thereof and otherwise determined on a pro forma basis in accordance with the provisions set forth in the definition of Consolidated EBITDA, the Consolidated First Lien Net Leverage Ratio would not exceed the Consolidated First Lien Net Leverage Ratio then in effect pursuant to Section 7.1(a); provided further that (x) such Indebtedness is not guaranteed in any respect by the Borrower or any Restricted Subsidiary (other than by any such Person that so becomes a Restricted Subsidiary or is the survivor of a merger with such Person and any of its Restricted Subsidiaries) and (y) such Person executes a supplement to the Guarantee and Collateral Agreement to the extent required under Section 6.10;

(r) the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person as of such date in accordance with GAAP arising from the Permitted Sale and Leaseback;

(s) additional Indebtedness of the Group Members in an aggregate principal amount (for all Group Members) not to exceed \$25,000,000 at any one time outstanding;

(t) Indebtedness pursuant to an arrangement with a Governmental Authority having terms substantially similar to those of the Promissory Note, dated as of June 9, 2008, issued in favor of Her Majesty the Queen in Right of the Province of Nova Scotia pursuant to the Letter of Offer, dated March 27, 2008, from Nova Scotia Economic Development to Register.com, Inc. in an aggregate amount not to exceed \$5,000,000 at any time and guarantees provided in connection therewith;

(u) time-based licenses of the Borrower or any Subsidiary in the ordinary course of business;

(v) additional unsecured Indebtedness that matures no earlier than the date that is 91 days after the latest maturity date hereunder at the time of incurrence thereof; provided that (i) immediately before and immediately after giving effect on a pro forma basis to the incurrence of such Indebtedness, no Event of Default shall have occurred and be continuing, (ii) immediately after giving effect to the incurrence of such Indebtedness, the Borrower shall be in pro forma compliance with the covenants set forth in Section 7.1, such compliance to be determined (x) on the basis of the financial information most recently delivered to the Administrative Agent and the Lenders pursuant to Section 6.1(a) or (b) as though such incurrence had been consummated as of the first day of the fiscal period covered thereby and (y) disregarding the proceeds of such Indebtedness in calculating such leverage ratio (it being understood that, if applicable, the use of such proceeds shall be given pro forma effect in such calculation) and (iii) immediately after giving effect to the incurrence of such Indebtedness, the Consolidated Total Net Leverage Ratio shall be less than or equal to 5.00:1.00, with such Consolidated Total Net Leverage Ratio determined in accordance with clauses (x) and (y) above; provided further that the aggregate amount of Indebtedness incurred in reliance on this clause (v) by Restricted Subsidiaries that are not Subsidiary Guarantors shall not exceed \$25,000,000; and

(w) any Permitted Refinancing with respect to Sections 7.2(e), (q) and (v) (and any successive Permitted Refinancing in respect thereof); provided that any Permitted Refinancing in respect of Section 7.2(v) (or any successive Permitted Refinancing in respect thereof) is unsecured.

7.3. Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, whether now owned or hereafter acquired, except:

(a) Liens for taxes, assessments or governmental charges or claims not yet due or that are being contested in good faith by

appropriate proceedings; provided, that adequate reserves with respect thereto are maintained on the books of the Borrower or its Restricted Subsidiaries, as the case may be, in conformity with GAAP;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other similar Liens arising in the ordinary course of business that are not overdue for a period of more than 30 days or that are being contested in good faith by appropriate proceedings;

(c) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation;

(d) deposits to secure the performance of tenders, bids, trade contracts (other than for borrowed money), leases, regulatory or statutory obligations, surety or appeal bonds, tender or performance bonds, return of money bonds, bankers' acceptances, government contracts and other obligations of a like nature incurred in the ordinary course of business, or any letter of credit or other similar instrument issued to support the same;

(e) easements, rights-of-way, municipal and zoning and building ordinances and similar charges, encumbrances, title defects or other irregularities, governmental restrictions on the use of property or conduct of business, and Liens in favor of governmental authorities and public utilities, restrictions and other similar encumbrances incurred in the ordinary course of business that, in the aggregate, are not substantial in amount and that do not in any case materially interfere with the ordinary conduct of the business of the Group Members (taken as a whole);

(f) Liens in existence on the Amendment No. 2 Effective Date listed on Schedule 7.3(f) and any modifications, replacements, renewals or extensions thereof; provided, that (i) such Lien shall not apply to any other property or asset (other than products or proceeds) of any Group Member and (ii) such Lien shall secure only those obligations that it secures on the Amendment No. 2 Effective Date and any Permitted Refinancing (and any successive Permitted Refinancing in respect thereof) thereof permitted by Section 7.2(g);

(g) (i) Liens securing Indebtedness of any Group Member incurred pursuant to Section 7.2(f) to finance the acquisition of fixed or capital assets; provided, that (A) such Liens shall be created substantially simultaneously with the acquisition of such fixed or capital assets and (B) such Liens do not at any time encumber any property other than the property financed by such Indebtedness and the proceeds and products thereof; and (ii) Liens securing any refinancing with respect to such Indebtedness permitted by Section 7.2;

(h) (i) Liens created pursuant to the Security Documents and (ii) Liens securing Refinancing Indebtedness permitted by Section 7.01(a)(ii); provided that such Refinancing Indebtedness shall be subject to an intercreditor agreement reasonably satisfactory to the Administrative Agent;

(i) any interest or title of a lessor under any lease or sublease or any licensor under any license or sublicense entered into by any Group Member in the ordinary course of its business and covering only the assets so leased;

(j) Liens pursuant to Indebtedness permitted pursuant to Section 7.2(t) on the assets, other than real property, of Register.Com located at 150 Barrington Street, 12N, Halifax, Nova Scotia, and all proceeds thereof;

(k) Liens in favor of any Loan Party so long as such Liens are junior to the Liens created pursuant to the Security Documents;

(l) Liens arising from filing Uniform Commercial Code or personal property security financing statements (or substantially equivalent filings outside of the United States) regarding leases;

(m) any option or other agreement to purchase any asset of any Group Member, the purchase, sale or other disposition of which is not prohibited by Section 7.5;

(n) Liens arising from the rendering of an interim or final judgment or order against any Group Member that does not give rise to an Event of Default, and Liens imposed against any Group Member in connection with any claim against such Group Member so long as the claim is being contested in good faith and does not materially adversely affect the business and operations of the Group Members, taken as a whole;

(o) Liens on property (including Capital Stock) existing at the time of the permitted acquisition of such property by any Group Member to the extent the Liens on such assets secure Indebtedness permitted by Section 7.2(q) or other obligations permitted by this Agreement, provided that such Liens attach at all times only to the same assets or category of assets that such Liens (other than after acquired property that is affixed or incorporated into the property covered by such Lien) attached to, and secure only the same Indebtedness or obligations (or any Permitted Refinancing permitted by Section 7.2(w) (and any successive Permitted Refinancing in respect thereof)) that such Liens secured, immediately prior to such permitted acquisition;

- (p) cash collateral arrangements made with respect to Existing Letters of Credit permitted by Section 7.2(e);
- (q) licenses, sublicenses, leases and subleases in the ordinary course of business;
- (r) Liens on deposit accounts securing cash management agreements, hedging agreements and other similar agreements with third parties in an amount not to exceed \$10,000,000 at any one time; and
- (s) Liens not otherwise permitted by this Section so long as the aggregate principal amount of the obligations secured thereby does not exceed (as to all Group Members) \$12,500,000 at any one time.

7.4. Fundamental Changes. Enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of all or substantially all of its property or business, except that:

- (a) any Restricted Subsidiary of the Borrower may be merged or consolidated with or into the Borrower (provided, that the Borrower shall be the continuing or surviving corporation) or with or into any other Restricted Subsidiary (provided, that when any Subsidiary Guarantor is merging with or into another Restricted Subsidiary, such Subsidiary Guarantor shall be the continuing or surviving corporation or the continuing or surviving corporation shall, substantially simultaneously with such merger or consolidation, become a Subsidiary Guarantor);
- (b) (i) any Restricted Subsidiary of the Borrower may Dispose of any or all of its assets (x) to the Borrower or any Subsidiary Guarantor (upon voluntary liquidation or otherwise) or (y) pursuant to a Disposition permitted by Section 7.5 and (ii) the Borrower may dispose of its assets pursuant to a Disposition permitted by Section 7.5;
- (c) any Restricted Subsidiary of the Borrower that is not a Loan Party may dispose of all or substantially all of its assets to any Group Member;
- (d) any Restricted Subsidiary of the Borrower may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the Lenders; provided that if such Restricted Subsidiary is a Loan Party, any assets or business not otherwise disposed of or transferred in accordance with Section 7.5 or, in the case of any such business, discontinued, shall be transferred to, or otherwise owned or conducted by, a Loan Party after giving effect to such liquidation or dissolution; and
- (e) any Investment expressly permitted by Section 7.7 may be structured as a merger, consolidation or amalgamation.

7.5. Disposition of Property. Dispose of any of its property, whether now owned or hereafter acquired, or, in the case of any Restricted Subsidiary, issue or sell any shares of such Restricted Subsidiary's Capital Stock to any Person, except:

- (a) the Disposition of obsolete, worn out, retired or surplus property (other than current assets) in the ordinary course of business and Dispositions of property (other than current assets) no longer used or useful in the conduct of the business of Group Members;
- (b) Dispositions of inventory and Cash Equivalents in the ordinary course of business;
- (c) Dispositions permitted by clause (i) of Section 7.4(b);
- (d) the sale or issuance of any Restricted Subsidiary's Capital Stock to the Borrower or any Subsidiary Guarantor;
- (e) Dispositions consisting of the sale, transfer, assignment or other disposition of unpaid and overdue accounts receivable in connection with the collection, compromise or settlement thereof in the ordinary course of business and not as part of a financing transaction;
- (f) Dispositions of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such Disposition are promptly applied to the purchase price of such replacement property;
- (g) Dispositions resulting from casualty events;
- (h) licenses, sublicenses, leases and subleases of Intellectual Property of the Group Members in the ordinary course of business;
- (i) the Disposition of any property acquired in connection with a Permitted Acquisition;
- (j) the Disposition of other property having a fair market value not to exceed \$10,000,000 in the aggregate for any period

of two fiscal years of the Borrower;

(k) Dispositions of other property in an aggregate amount not to exceed \$25,000,000; provided that (i) such Disposition shall be made for fair value (determined as if such Disposition was consummated on an arms'-length basis), (ii) the consideration for such sale or other disposition consists of at least 75% in cash and Cash Equivalents and (iii) no Event of Default then exists or would result therefrom;

(l) Dispositions by any Restricted Subsidiary that is not a Loan Party to any other Restricted Subsidiary that is not a Loan Party;

(m) Dispositions of intangible property to Foreign Subsidiaries that are Restricted Subsidiaries made as part of the tax planning strategy of the Borrower and its Subsidiaries; provided that (i) the aggregate consideration received or receivable in respect of any such Disposition pursuant to this clause (m) shall be in an amount not less than the fair market value thereof and (ii) the aggregate fair market value (as reasonably determined by the Borrower) of all assets transferred under this clause (m) after the Amendment No. 2 Effective Date shall not exceed the greater of (x) \$150,000,000 and (y) 15% of the consolidated total assets of the Borrower and its Restricted Subsidiaries; and

(n) the Disposition or termination of any Swap Contract of Permitted Equity Derivative Instruments or the entry into any Permitted Equity Derivative Instruments.

7.6. Restricted Payments. Declare or pay any dividend (other than dividends payable solely in common stock (including warrants, rights or options relating thereto of the Person making such dividend)) on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of any Group Member, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of any Group Member (collectively, "Restricted Payments"), except that:

(a) any Restricted Subsidiary may make Restricted Payments to the Borrower or any Subsidiary Guarantor;

(b) any Restricted Subsidiary that is not a Loan Party may make Restricted Payments to any other Restricted Subsidiary that is not a Loan Party;

(c) the Borrower may make repurchases of Capital Stock deemed to occur upon (i) the exercise of stock options, rights or warrants issued in accordance with any stock option plan, any management, director and/or employee stock ownership or incentive plan if such Capital Stock represents a portion of the exercise price of such options, rights or warrants or (ii) the election of an employee to have the Borrower withhold shares of Capital Stock to cover withholding taxes due upon the vesting of restricted stock awards with any stock option plan or any management, director and/or employee stock ownership or incentive plan to the extent that such Capital Stock represents the amount that the Borrower is required to withhold to cover state and federal income taxes;

(d) so long as (i) no Default or Event of Default then exists or would result therefrom and (ii) immediately after giving effect to the making of such Restricted Payment and the incurrence of any Indebtedness in connection therewith, the Consolidated First Lien Net Leverage Ratio shall be equal to or less than 2.00:1.00 and the Consolidated Total Net Leverage Ratio shall be equal to or less than 3.00:1.00 in each case for the most recently ended fiscal quarter for which financial information has been delivered to the Administrative Agent and the Lenders pursuant to Section 6.1(a) or (b) (with such compliance to be determined (x) as though such incurrence had been consummated as of the first day of the applicable fiscal period and (y) disregarding the proceeds of any such Indebtedness in calculating such leverage ratio (it being understood that, if applicable, the use of such proceeds shall be given pro forma effect in such calculation)), the Borrower may make Restricted Payments;

(e) the Borrower may make repurchases of its Capital Stock not to exceed, together with any Restricted Debt Payments made during such fiscal year pursuant to Section 7.8(a)(vii), \$25,000,000 in any fiscal year of the Borrower;

(f) so long as (i) no Default or Event of Default then exists or would result therefrom and (ii) immediately after giving effect to the making of such Restricted Payment and the incurrence of any Indebtedness in connection therewith, the Consolidated First Lien Net Leverage Ratio shall be equal to or less than the ratio required pursuant to Section 7.1(a) for the most recently ended fiscal quarter for which financial information has been delivered to the Administrative Agent and the Lenders pursuant to Section 6.1(a) or (b) (with such compliance to be determined (x) as though such incurrence had been consummated as of the first day of the applicable fiscal period and (y) disregarding the proceeds of any such Indebtedness in calculating such leverage ratio (it being understood that, if applicable, the use of such proceeds shall be given pro forma effect in such calculation)), the Borrower may make Restricted Payments in an aggregate amount not to exceed the Available Amount; provided, that the requirement set forth in clause (ii) above shall not apply until the aggregate amount of Restricted Payments made pursuant to this Section 7.6(f), together with the aggregate amount of Restricted Debt Payments made pursuant to Section 7.8(a)(viii), shall exceed \$5,000,000; and

(g) the Borrower may purchase and settle, and acquire any Capital Stock (or the cash value thereof) pursuant to, and

otherwise perform its obligations under, any Permitted Equity Derivative Instruments or the unwinding or termination thereof.

7.7. Investments. Make any advance, loan, extension of credit (by way of guaranty or otherwise) or capital contribution to, or purchase any Capital Stock, bonds, notes, debentures or other debt securities of, or any assets constituting a business unit of, or make any other investment in, any other Person (all of the foregoing, “Investments”), except:

- (a) extensions of trade credit in the ordinary course of business;
- (b) investments in Cash Equivalents;
- (c) Guarantee Obligations permitted by Section 7.2;
- (d) loans and advances to directors, officers and employees of any Group Member in the ordinary course of business (including for travel, entertainment and relocation expenses) in an aggregate amount for the Group Members not to exceed \$1,000,000 at any one time outstanding;
- (e) Investments consisting of Permitted Equity Derivative Instruments;
- (f) Investments in assets useful in the business, other than current assets, of the Group Members made by any Group Member with the proceeds of any Reinvestment Deferred Amount;
- (g) intercompany Investments (i) by any Group Member in the Borrower or any Person that, prior to such investment, is a Loan Party and (ii) by any Restricted Subsidiary that is not a Loan Party in any other Restricted Subsidiary that is not a Loan Party; and
- (h) the purchase or other acquisition (a “Permitted Acquisition”) of at least a majority of the Capital Stock of any Person, or all or substantially all of the assets of any Person, or all or substantially all of a line of business, division or business unit of any Person; provided, that with respect to each purchase or other acquisition made pursuant to this Section 7.7(h):
 - (i) such Person (in the case of the acquisition of all of the Capital Stock of such Person) or any existing or newly created Subsidiary that acquires the applicable property shall be (or upon consummation of such acquisition, become) wholly owned directly by the Borrower or one or more of its wholly-owned Restricted Subsidiaries (including as a result of a merger or consolidation) and such Person shall comply with any applicable requirements of Section 6.10;
 - (ii) (A) immediately before and immediately after giving effect on a pro forma basis to any such purchase or other acquisition, no Event of Default shall have occurred and be continuing and (B) immediately after giving effect to such purchase or other acquisition (and any related Dispositions and retirement of Indebtedness), the Group Members shall be in pro forma compliance with the covenants set forth in Section 7.1 for the most recently ended fiscal quarter for which financial information has been delivered to the Administrative Agent and the Lenders pursuant to Section 6.1(a) or (b) (with such compliance to be determined (x) as though such purchase or other acquisition had been consummated as of the first day of the applicable fiscal period, (y) as if such purchase or acquisition is a Material Acquisition (even if such purchase or acquisition does not involve the payment of consideration by the Group Members in excess of \$25,000,000) and (z) disregarding the proceeds of any Indebtedness incurred in connection therewith in calculating the Consolidated First Lien Net Leverage Ratio (it being understood that, if applicable, the use of such proceeds shall be given pro forma effect in such calculation)); and
 - (iii) the aggregate cash consideration given by the Group Members for all acquisitions consummated after the Amendment No. 2 Effective Date in reliance on this clause (h) of (A) Persons that do not, upon the acquisition thereof, become Subsidiary Guarantors or (B) assets that are not acquired by Loan Parties shall not exceed (x) \$125,000,000 (or \$150,000,000, if on a pro forma basis the Consolidated First Lien Net Leverage Ratio is equal to or less than 2.25:1.00 for the most recently ended fiscal quarter for which financial information has been delivered to the Administrative Agent and the Lenders pursuant to Section 6.1(a) or (b) (with such compliance to be determined (1) as though such purchase or other acquisition had been consummated as of the first day of the applicable fiscal period and (2) disregarding the proceeds of any Indebtedness incurred in connection therewith in calculating the Consolidated First Lien Net Leverage Ratio (it being understood that, if applicable, the use of such proceeds shall be given pro forma effect in such calculation)) plus (y) the Available Amount.
- (i) promissory notes and other non-cash consideration received in connection with Dispositions permitted by Section 7.5 or received in connection with collections and compromises of accounts receivable in the ordinary course of business;
- (j) Investments acquired as a result of the purchase or other acquisition by any Group Member in connection with a Permitted Acquisition; provided, that such Investments were not made in contemplation with such Permitted Acquisition and were in existence at the time of such Permitted Acquisition;

(k) Investments in joint ventures in an aggregate amount (valued at cost) not to exceed \$15,000,000; provided, that with respect to joint ventures in which no Group Member has any existing Investment on the Amendment No. 2 Effective Date, the aggregate amount (valued at cost) of such Investments shall not exceed \$7,500,000;

(l) in addition to Investments otherwise expressly permitted by this Section, Investments by the Group Members in an aggregate amount (valued at cost) not to exceed \$100,000,000 since the Amendment No. 2 Effective Date;

(m) the Group Members may make other Investments in an aggregate amount not to exceed the Available Amount at such time;

(n) Investments existing on the Amendment No. 2 Effective Date and set forth on Schedule 7.7(n) and any modification, refinancing, renewal, refunding, replacement or extension thereof; provided that the amount of any Investment permitted pursuant to this Section 7.7(n) is not increased from the amount of such Investment on the Amendment No. 2 Effective Date;

(o) the purchase or other acquisition of a majority of the Capital Stock of the Specified Target; provided that the aggregate cash consideration given by the Group Members for such purchase or acquisition shall not exceed \$27,000,000; and

(p) Investments by Loan Parties in Restricted Subsidiaries that are not Loan Parties in an aggregate amount not to exceed \$10,000,000 in any fiscal year.

For purposes of calculating the amount of any Investment, such amount shall equal (x) the amount actually invested less (y) any repayments, interest, returns, profits, dividends, distributions, income and similar amounts actually received in cash from such Investment (from dispositions or otherwise) (which amount referred to in this clause (y) shall not exceed the amount of such Investment at the time such Investment was made).

7.8. Payments and Modifications of Certain Debt Instruments. (a) Make or offer to make any optional or voluntary payment or prepayment of principal, repurchase or redemption of or otherwise optionally or voluntarily defease or segregate funds with respect to any unsecured Indebtedness or any Subordinated Indebtedness (collectively, “Restricted Debt Payments”), other than:

(i) with the Declined Prepayment Amount to the extent that it has not otherwise been applied by the Borrower to make any payment of any other Indebtedness of the Group Members;

(ii) Restricted Debt Payments by Loan Parties in respect of intercompany Indebtedness among Loan Parties;

(iii) Restricted Debt Payments by Subsidiaries that are not Loan Parties in respect of intercompany Indebtedness among Subsidiaries that are not Loan Parties;

(iv) Restricted Debt Payments by a Subsidiary that is not a Loan Party in respect of Indebtedness owed to a Loan Party;

(v) any cash settlement elected to be delivered by the Borrower upon the conversion of Convertible Securities in accordance with its terms;

(vi) so long as (i) no Default or Event of Default then exists or would result therefrom and (ii) immediately after giving effect to the making of such Restricted Debt Payment and the incurrence of any Indebtedness in connection therewith, the Consolidated First Lien Net Leverage Ratio shall be equal to or less than 2.00:1.00 and the Consolidated Total Net Leverage Ratio shall be equal to or less than 3.00:1.00 in each case for the most recently ended fiscal quarter for which financial information has been delivered to the Administrative Agent and the Lenders pursuant to Section 6.1(a) or (b) (with such compliance to be determined (x) as though such incurrence had been consummated as of the first day of the applicable fiscal period and (y) disregarding the proceeds of any such Indebtedness in calculating such leverage ratio (it being understood that, if applicable, the use of such proceeds shall be given pro forma effect in such calculation)), the Borrower may make Restricted Debt Payments;

(vii) Restricted Debt Payments by the Borrower, together with repurchases of its Capital Stock made during such fiscal year pursuant to Section 7.6(e), not to exceed \$25,000,000 in any fiscal year of the Borrower;

(viii) so long as (A) no Default or Event of Default then exists or would result therefrom and (B) immediately after giving effect to the making of such Restricted Debt Payment and the incurrence of any Indebtedness in connection therewith, the Consolidated First Lien Net Leverage Ratio shall be equal to or less than the ratio required pursuant to Section 7.1(a) for the most recently ended fiscal quarter for which financial information has been delivered to the Administrative Agent and the Lenders pursuant to Section 6.1(a) or (b) (with such compliance to be determined (x) as though such incurrence had been consummated as of the first day of the applicable fiscal period and (y) disregarding the proceeds of any such Indebtedness in

calculating such leverage ratio (it being understood that, if applicable, the use of such proceeds shall be given pro forma effect in such calculation)), the Borrower may make Restricted Debt Payments in an aggregate amount not to exceed the Available Amount; provided, that the requirement set forth in clause (B) above shall not apply until the aggregate amount of Restricted Debt Payments made pursuant to this Section 7.8(a)(viii), together with the aggregate amount of Restricted Payments made pursuant to Section 7.6(f), shall exceed \$5,000,000; and

(ix) any Permitted Refinancing in respect of Indebtedness under Section 7.2(g) or Section 7.2(v) (or successive Permitted Refinancings in respect thereof) that is permitted by Section 7.2(g) or Section 7.2(w), respectively;

provided that no Restricted Debt Payment of Subordinated Indebtedness (including any scheduled payments of principal or interest) shall be permitted if an Event of Default has occurred and is continuing or if such Restricted Debt Payment is otherwise in violation of the subordination provisions of such Subordinated Indebtedness.

(b) Amend, modify, waive or otherwise change, or consent or agree to any amendment, modification, waiver or other change to, any of the terms of any unsecured Indebtedness or any Subordinated Indebtedness (other than any such amendment, modification, waiver or other change that (i) would not adversely affect the interests of the Lenders and (ii) does not involve the payment of a consent fee).

(c) Designate any Indebtedness (other than (i) obligations of the Loan Parties pursuant to the Loan Documents and Indebtedness incurred pursuant to Section 7.2(b) and (ii) obligations of the Loan Parties with respect to Refinancing Indebtedness and any Permitted Refinancing of the Indebtedness outstanding under Section 7.2(b), which obligations are, in each case, *pari passu* in right of payment to the Obligations) as “Senior Indebtedness” (or any other defined term having a similar purpose) for the purposes of any Subordinated Indebtedness.

7.9. Transactions with Affiliates. Enter into any transaction, including any purchase, sale, lease or exchange of property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate (other than the Borrower or any Subsidiary Guarantor) unless such transaction is (a) otherwise permitted under this Agreement and (b) upon fair and reasonable terms no less favorable to the Borrower or any of its relevant Restricted Subsidiaries than it would obtain in a comparable arm’s length transaction with a Person that is not an Affiliate; provided, that the foregoing restriction in clause (b) shall not apply to (i) transactions between or among the Loan Parties; (ii) transactions permitted under Section 7.6; (iii) the payment of customary directors’ fees and indemnification and reimbursement of expenses to directors, officers or employees; (iv) any issuance of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment agreements, stock options and stock ownership plans approved by the Borrower’s Board of Directors; (v) employment and severance arrangements entered into in the ordinary course of business between the Borrower or any Subsidiary and any employee thereof and approved by the Borrower’s Board of Directors; and (vi) intercompany transactions undertaken in good faith (as certified by a Responsible Officer of the Borrower) for the purpose of improving the consolidated tax efficiency of the Group Members.

7.10. Sales and Leasebacks. Enter into any arrangement with any Person providing for the leasing by any Group Member of real or personal property that has been or is to be sold or transferred by any Group Member to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of any Group Member, other than the Permitted Sale and Leaseback.

7.11. Swap Agreements. Enter into any Swap Agreement, except (a) Swap Agreements entered into to hedge or mitigate risks to which any Group Member has actual exposure (other than those in respect of Capital Stock), (b) Swap Agreements entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate, from floating to fixed rates or otherwise) with respect to any interest-bearing liability or investment of any Group Member and (c) Permitted Equity Derivative Instruments.

7.12. Changes in Fiscal Periods. Permit the fiscal year of the Borrower to end on a day other than December 31 or change the Borrower’s method of determining fiscal quarters.

7.13. Negative Pledge Clauses. Enter into or suffer to exist or become effective any agreement that prohibits or limits the ability of the any Group Member to create, incur, assume or suffer to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, to secure its obligations under the Loan Documents to which it is a party other than (a) (i) this Agreement and the other Loan Documents, (ii) any agreement governing any Indebtedness incurred pursuant to Section 7.2(v), so long as any such agreement is not more restrictive than the Loan Documents and (iii) any agreement governing any Permitted Refinancing in respect of the Loans or Indebtedness incurred pursuant to Section 7.2(v), in each case, with respect to this clause (iii), so long as any such agreement is not more restrictive than the Loan Documents and such Indebtedness, as applicable, (b) any agreements governing any purchase money Liens or Capital Lease Obligations otherwise permitted hereby (in which case, any prohibition or limitation shall only be effective against the assets financed thereby), (c) any agreement in effect at the time any Restricted Subsidiary becomes a Restricted Subsidiary of the Borrower, so long as such agreement was not entered into in contemplation of such Person becoming a Restricted Subsidiary of the Borrower, as such agreement may be amended, restated, supplemented, modified extended

renewed or replaced, so long as such amendment, restatement, supplement, modification, extension, renewal or replacement does not expand in any material respect the scope of any restriction contemplated by this Section 7.13 contained therein or (d) customary provisions restricting assignments, subletting, sublicensing, pledging or other transfers contained in leases, subleases, licenses or sublicenses, so long as such restrictions are limited to the property or assets subject to such leases, subleases, licenses or sublicenses, as the case may be.

7.14. Clauses Restricting Subsidiary Distributions. Enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary of the Borrower to (a) make Restricted Payments in respect of any Capital Stock of such Restricted Subsidiary held by, or pay any Indebtedness owed to, any Group Member, (b) make loans or advances to, or other Investments in, any Group Member or (c) transfer any of its assets to any Group Member, except for such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under (A) the Loan Documents, (B) any agreement governing Indebtedness incurred pursuant to Section 7.2(v) or (C) any agreement governing Permitted Refinancing in respect of the Loans or any Indebtedness incurred pursuant to Section 7.2(v), in each case so long as any such agreement is not more restrictive than the Loan Documents and such Indebtedness, as applicable, (ii) any restrictions with respect to a Restricted Subsidiary imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Capital Stock or assets of such Restricted Subsidiary, (iii) any restriction under any agreement in effect at the time any Restricted Subsidiary becomes a Restricted Subsidiary of the Borrower, so long as such agreement was not entered into in contemplation of such Person becoming a Restricted Subsidiary of the Borrower, as such agreement may be amended, restated, supplemented, modified extended renewed or replaced, so long as such amendment, restatement, supplement, modification, extension, renewal or replacement does not expand in any material respect the scope of any restriction contemplated by this Section 7.14 contained therein or (iv) customary provisions restricting assignments, subletting, sublicensing, pledging or other transfers contained in leases, subleases, licenses or sublicenses, so long as such restrictions are limited to the property or assets subject to such leases, subleases, licenses or sublicenses, as the case may be.

7.15. Lines of Business. Enter into any business, either directly or through any Restricted Subsidiary, except for those businesses in which the Group Members are engaged on the Amendment No. 2 Effective Date or that are reasonably related, incidental or complementary thereto, or reasonable extensions thereof.

7.16. Use of Proceeds and Letters of Credit. No Borrowing will be made or Letter of Credit issued, and no proceeds of any Borrowing will be used, (i) for the purpose of funding payments to any officer or employee of a Governmental Authority, Person controlled by a Governmental Authority, political party, official of a political party, candidate for political office or other Person acting in an official capacity, in each case in violation of applicable Anti-Corruption Laws, (ii) for the purpose of financing the activities of any Sanctioned Person or (iii) in any manner that would result in the violation of Anti-Terrorism Law or Sanctions by any party hereto.

SECTION 8. EVENTS OF DEFAULT

8.1. Events of Default. If any of the following events shall occur and be continuing:

(a) the Borrower shall fail to pay any principal of any Loan or Reimbursement Obligation when due in accordance with the terms hereof; or the Borrower shall fail to pay any interest on any Loan or Reimbursement Obligation, or any other amount payable hereunder or under any other Loan Document, within five days after any such interest or other amount becomes due in accordance with the terms hereof; or

(b) any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate, document or financial or other statement furnished by it at any time under or in connection with this Agreement or any such other Loan Document shall prove to have been inaccurate in any material respect on or as of the date made or deemed made; or

(c) any Loan Party shall default in the observance or performance of any agreement contained in Section 3.1(c), clause (i) or (ii) of Section 6.4(a) (with respect to the Borrower only), Section 6.7(a) or Section 7 of this Agreement or Section 5.5(b) of the Guarantee and Collateral Agreement; or

(d) any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) through (c) of this Section), and such default shall continue unremedied for a period of 30 days after notice to the Borrower from the Administrative Agent or the Required Lenders; or

(e) the Borrower or any Restricted Subsidiary shall (i) default in making any payment of any principal of any Indebtedness (including any Guarantee Obligation, and including, for purposes of this Section 8.1(e), obligations in respect of Swap Agreements, but excluding the Loans) on the scheduled or original due date with respect thereto; (ii) default in making any payment of any interest on any such Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness

was created; or (iii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or beneficiary of such Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, with the giving of notice if required, but without any further lapse of time, such Indebtedness to become due prior to its stated maturity or (in the case of any such Indebtedness constituting a Guarantee Obligation) to become payable; provided, that (A) a default, event or condition described in clause (i), (ii) or (iii) of this paragraph (e) shall not at any time constitute an Event of Default unless, at such time, one or more defaults, events or conditions of the type described in clauses (i), (ii) and (iii) of this paragraph (e) shall have occurred and be continuing with respect to Indebtedness the aggregate outstanding principal amount (valued, in the case of a Swap Agreement, as the maximum aggregate amount (giving effect to any netting arrangements) that the Borrower or any Restricted Subsidiary would be required to pay if such Swap Agreement were terminated at such time) of which is \$15,000,000 or more and (B) an event or condition described in clause (iii) of this paragraph (e) shall not include any conversion or exchange of Convertible Securities or the occurrence of any conversion or exchange trigger (other than any conversion or exchange trigger that would otherwise constitute an Event of Default) that results in such Convertible Securities becoming convertible or exchangeable, as applicable ; or

(f) (i) the Borrower or any Restricted Subsidiary (other than an Immaterial Subsidiary) shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets; or (ii) there shall be commenced against the Borrower or any Restricted Subsidiary (other than an Immaterial Subsidiary) any case, proceeding or other action of a nature referred to in clause (i) above that (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed or undischarged for a period of 60 days; or (iii) there shall be commenced against the Borrower or any Restricted Subsidiary (other than an Immaterial Subsidiary) any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) the Borrower or any Restricted Subsidiary (other than an Immaterial Subsidiary) shall authorize any action set forth in clause (i), (ii), or (iii) above; or (v) the Borrower or any Restricted Subsidiary (other than an Immaterial Subsidiary) shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or (vi) or the Borrower or any Restricted Subsidiary (other than an Immaterial Subsidiary) shall make a general assignment for the benefit of its creditors; or

(g) (i) an ERISA Event or a Foreign Plan Event shall have occurred, (ii) a trustee shall be appointed by a United States district court to administer any Pension Plan, (iii) the PBGC shall institute proceedings to terminate any Pension Plan(s), (iv) any Group Member or any of their respective ERISA Affiliates shall have been notified by the sponsor of a Multiemployer Plan that it has incurred or will be assessed Withdrawal Liability to such Multiemployer Plan and such entity does not have reasonable grounds for contesting such Withdrawal Liability or is not contesting such Withdrawal Liability in a timely and appropriate manner; or (v) any other event or condition shall occur or exist with respect to a Plan, a Foreign Benefit Arrangement or a Foreign Plan; and in each case in clauses (i) through (v) above, such event or condition, together with all other such events or conditions, if any, could reasonably be expected to have a Material Adverse Effect; or

(h) one or more final monetary judgments or decrees shall be entered against any Group Member (to the extent not paid or covered by insurance as to which the relevant insurance company has not denied coverage) of \$15,000,000 or more, which such judgments or decrees are not paid, discharged, satisfied, annulled, rescinded, vacated, discharged, stayed or bonded pending appeal for a period of 60 consecutive days; or

(i) any of the Security Documents shall cease, for any reason, to be in full force and effect, or any Loan Party or any Affiliate of any Loan Party shall so assert, or any Lien created by any of the Security Documents shall cease to be enforceable and of the same effect and priority purported to be created thereby other than pursuant to the terms hereof or such Security Document; or

(j) the guarantee contained in Section 2 of the Guarantee and Collateral Agreement shall cease, for any reason, to be in full force and effect or any Loan Party or any Affiliate of any Loan Party shall so assert; or

(k) a Change in Control shall occur;

then, and in any such event, (A) if such event is an Event of Default specified in clause (i) or (ii) of paragraph (f) above with respect to the Borrower, automatically the Commitments shall immediately terminate and the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) shall immediately become due and payable, and (B) if such event is any other Event of Default, either or both of the following actions may be taken: (i) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower declare the Revolving Commitments to be terminated forthwith, whereupon the Revolving Commitments shall immediately

terminate; and (ii) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower, declare the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) to be due and payable forthwith, whereupon the same shall immediately become due and payable. With respect to all Letters of Credit with respect to which presentment for honor shall not have occurred at the time of an acceleration pursuant to this paragraph, the Borrower shall at such time deposit in a cash collateral account opened by the Administrative Agent an amount equal to the aggregate then undrawn and unexpired amount of such Letters of Credit. Amounts held in such cash collateral account shall be applied by the Administrative Agent to the payment of drafts drawn under such Letters of Credit, and the unused portion thereof after all such Letters of Credit shall have expired or been fully drawn upon, if any, shall be applied to repay other obligations of the Borrower hereunder and under the other Loan Documents. After all such Letters of Credit shall have expired or been fully drawn upon, all Reimbursement Obligations shall have been satisfied and all other obligations of the Borrower hereunder and under the other Loan Documents shall have been paid in full, the balance, if any, in such cash collateral account shall be returned to the Borrower (or such other Person as may be lawfully entitled thereto). Except as expressly provided above in this Section, presentment, demand, protest and all other notices of any kind are hereby expressly waived by the Borrower.

8.2. Application of Proceeds. The proceeds received by the Administrative Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral pursuant to the exercise by the Administrative Agent of its remedies shall be applied, in full or in part, together with any other sums then held by the Administrative Agent pursuant to this Agreement, promptly by the Administrative Agent as follows:

(a) First, to the payment of all reasonable costs and expenses, fees, commissions and taxes of such sale, collection or other realization including compensation to the Administrative Agent and its agents and counsel, and all expenses, liabilities and advances made or incurred by the Administrative Agent in connection therewith and all amounts for which the Administrative Agent is entitled to indemnification pursuant to the provisions of any Loan Document, together with interest on each such amount pursuant to Section 2.14 from and after the date such amount is due, owing or unpaid until paid in full;

(b) Second, to the payment of all other reasonable out-of-pocket costs and expenses of such sale, collection or other realization including compensation to the other Secured Parties and their agents and counsel and all costs, liabilities and advances made or incurred by the other Secured Parties in connection therewith, together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing or unpaid until paid in full;

(c) Third, to the payment in full in cash of the principal amount of the Obligations (excluding Obligations in respect of Specified Cash Management Agreements), any interest and premium thereon and any breakage, termination or other payments under agreements giving rise to Obligations and any interest accrued thereon; and

(d) Fourth, to the payment in full in cash of the principal amount of the Obligations in respect of Specified Cash Management Agreements, and any interest and premium thereon; and

(e) Fifth, the balance remaining after the Obligations shall have been paid in full, no Letters of Credit shall be outstanding and the Commitments shall have terminated, if any, to the person lawfully entitled thereto (including the applicable Loan Party or its successors or assigns) or as a court of competent jurisdiction may direct.

Notwithstanding the foregoing, no amount received from any Subsidiary Guarantor shall be applied to any Excluded Swap Obligation of such Subsidiary Guarantor.

In the event that any such proceeds are insufficient to pay in full the items described in clauses (a) through (e) of this Section 8.2, the Loan Parties shall remain liable, jointly and severally, for any deficiency.

SECTION 9. THE AGENTS

9.1. Appointment. Each Lender hereby irrevocably designates and appoints the Administrative Agent as the agent of such Lender under this Agreement, the other Loan Documents, and the Specified Swap Agreements and each such Lender irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement, the other Loan Documents, and the Specified Swap Agreements and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement, the other Loan Documents, and the Specified Swap Agreements, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent.

9.2. Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters

pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

9.3. Exculpatory Provisions. (a) Neither any Agent nor any of their respective officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Agents under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of any Loan Party a party thereto to perform its obligations hereunder or thereunder. The Agents shall not be under any obligation to any Lender 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 Loan Document, or to inspect the properties, books or records of any Loan Party.

(b) Any assignor of a Loan or seller of a participation hereunder shall be entitled to rely conclusively on a representation of the assignee Lender or Participant in the relevant Assignment and Assumption or participation agreement, as applicable, that it meets the requirements of this Agreement to be an assignee or Participant. No Agent shall have any responsibility or liability for monitoring the list or identities of, or enforcing provisions relating to, Disqualified Lenders, Competitors or Competitor Affiliates.

9.4. Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy or email message, statement, order or other document or conversation 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 counsel to the Borrower), independent accountants and other experts selected by the Administrative Agent. If the payee of any Note is listed as a Lender in the Register, the Administrative Agent may deem and treat the payee of any Note as the owner thereof to the extent of such Payee's registered principal and stated interest on any Loan for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.

9.5. Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless the Administrative Agent has received notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all Lenders); provided, that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

9.6. Non-Reliance on Agents and Other Lenders. Each Lender expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to the Agents that it has, independently and without reliance upon any Agent, any Lead Arranger 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 appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent, any Lead Arranger or any other Lender or any of their Related Parties, 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 Loan 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 Loan Parties and their affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party or any affiliate of a Loan Party that may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates.

- 9.7. Indemnification. The Lenders agree to indemnify the Administrative Agent and its officers, directors, employees, affiliates, agents, advisors and controlling persons (each, an “ Agent Indemnitee ”) (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so), ratably according to their respective Aggregate Exposure Percentages in effect on the date on which indemnification is sought under this Section (or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Aggregate Exposure Percentages immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent Indemnitee in any way relating to or arising out of, the Commitments, this Agreement, any of the other Loan 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; provided, that no Lender 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 and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent Indemnitee’s gross negligence, bad faith or willful misconduct. The agreements in this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.
- 9.8. Agent in Its Individual Capacity. Each Agent and its affiliates may make loans to, accept deposits from and generally engage in any kind of business with any Loan Party as though such Agent were not an Agent. With respect to its Loans made or renewed by it and with respect to any Letter of Credit issued or participated in by it, each Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms “Lender” and “Lenders” shall include each Agent in its individual capacity.
- 9.9. Successor Administrative Agent. The Administrative Agent may resign as Administrative Agent upon 30 days’ notice to the Lenders and the Borrower. If the Administrative Agent shall resign as Administrative Agent under this Agreement and the other Loan Documents, then the Required Lenders shall appoint a successor agent for the Lenders, which shall be a financial institution, which successor agent shall (unless an Event of Default under Section 8.1(a) or Section 8.1(f) with respect to the Borrower shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent, and the term “Administrative Agent” shall mean such successor agent effective upon such appointment and approval, and the former Administrative Agent’s rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Loans. If no successor agent has accepted appointment as Administrative Agent by the date that is 30 days following a retiring Administrative Agent’s notice of resignation, the retiring Administrative Agent’s resignation shall nevertheless thereupon become effective, and the Lenders shall assume and perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. After any retiring Administrative Agent’s resignation as Administrative Agent, the provisions of this Section 9 and of Section 10.5 shall continue to inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and the other Loan Documents.
- 9.10. Agents. None of the Co-Syndication Agents, the Co-Documentation Agents or the Lead Arrangers shall have any duties or responsibilities hereunder in its capacity as such.

SECTION 10. MISCELLANEOUS

- 10.1. Amendments and Waivers. Neither this Agreement, any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 10.1. The Required Lenders and each Loan Party party to the relevant Loan Document may, or, with the written consent of the Required Lenders, the Administrative Agent and each Loan Party party to the relevant Loan Document may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights of the Lenders or of the Loan Parties hereunder or thereunder or (b) waive, on such terms and conditions as the Required Lenders or the Administrative Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided that no such waiver and no such amendment, supplement or modification shall (i) forgive the principal amount or extend the final scheduled date of maturity of any Loan, extend the scheduled date of any amortization payment in respect of any Term

Loan, reduce the stated rate of any interest or fee payable hereunder (except (x) in connection with the waiver of applicability of any post-default increase in interest rates (which waiver shall be effective with the consent of the Majority Facility Lenders of each adversely affected Facility) and (y) that any amendment or modification of defined terms used in the financial covenants in this Agreement shall not constitute a reduction in the rate of interest or fees for purposes of this clause (i)) or extend the scheduled date of any payment thereof, or increase the amount or extend the expiration date of any Lender's Revolving Commitment, in each case without the written consent of each Lender directly affected thereby; (ii) eliminate or reduce the voting rights of any Lender under this Section 10.1 without the written consent of such Lender; (iii) reduce any percentage specified in the definition of Required Lenders, consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement and the other Loan Documents, release all or substantially all of the Collateral or release all or substantially all of the Subsidiary Guarantors from their obligations under the Guarantee and Collateral Agreement, in each case without the written consent of all Lenders; (iv) reduce the percentage specified in the definition of Majority Facility Lenders with respect to any Facility without the written consent of all Lenders under such Facility; (v) amend, modify or waive any provision of Section 9 or any other provision of any Loan Document that primarily affects the Administrative Agent without the written consent of the Administrative Agent; (vi) [reserved]; (vii) amend, modify or waive any provision of Section 3 without the written consent of the Issuing Lender; (viii) amend Section 2.23 without the written consent of the Required Lenders, the Administrative Agent and the Issuing Lender; (ix) amend, modify or waive any provision of Section 8.2 without the written consent of all Lenders; or (x) amend Section 3.1(c) without the consent of Lenders holding more than 50% of the Revolving Commitments in respect of the applicable maturing Revolving Commitments (or, if the Revolving Commitments in respect of such tranche have been terminated, the Total Revolving Extensions of Credit then outstanding in respect of such maturing tranche); provided further that (A) this Agreement and the other Loan Documents may be amended solely with the consent of the Administrative Agent (and without the consent of any Lender) to incorporate the terms of any Extension or any Incremental Facility, (B) the conditions set forth in Section 5.3 may be waived solely with the consent of the Majority Facility Lenders in respect of the Revolving Facility (and without the consent of any other Lender) and (C) this Agreement may be amended solely with the consent of the Borrower and the Majority Facility Lenders with respect to the applicable Facility (and, subject to clauses (i) through (x) above, without the consent of any other Lender) with respect to any amendments or modifications that affect only such Facility (it being understood that increases in the Applicable Margin, amendments or modifications to the amortization of the Term Loans as in effect on the Amendment No. 2 Effective Date, any amendment to the Maturity Date such that the Term Loans mature prior to the Maturity Date as in effect on the Amendment No. 2 Effective Date and any waiver of conditions to the provision of any Incremental Facility shall be deemed to affect each Facility). Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the Administrative Agent and all future holders of the Loans. In the case of any waiver, the Loan Parties, the Lenders and the Administrative Agent shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon. To the extent that this Section 10.1 requires the consent of all Lenders to any amendment, waiver or modification, a Defaulting Lender's vote shall not be included; provided, that (i) such Defaulting Lender's Commitment may not be increased or extended without its consent and (ii) the principal amount of, or interest or fees payable on, Loans or L/C Disbursements may not be reduced or excused or the scheduled date of payment may not be postponed as to such Defaulting Lender without such Defaulting Lender's consent.

In connection with any proposed amendment, modification, waiver or termination (a "Proposed Change") requiring the consent of all Lenders or all directly and adversely affected Lenders, if the consent of the Required Lenders (and, to the extent any Proposed Change requires the consent of Lenders holding Loans of any Class pursuant to clause (v) of the preceding paragraph of this Section, the consent of the Majority Facility Lenders of the outstanding Loans and unused Commitments of such Class) to such Proposed Change is obtained, but the consent to such Proposed Change of other Lenders whose consent is required is not obtained (any such Lender whose consent is not obtained as described in this Section 10.1 being referred to as a "Non-Consenting Lender"), then, so long as the Lender that is acting as Administrative Agent is not a Non-Consenting Lender, the Borrower may, at its sole expense and effort, upon three Business Days' written notice to such Non-Consenting Lender and the Administrative Agent, require such Non-Consenting Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 10.6; provided that such Lender shall be deemed to have executed the applicable Assignment and Assumption), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided, that (a) the Borrower shall have received the prior written consent of the Administrative Agent to the extent such consent would be required under Section 10.6(b) for an assignment of Loans or Commitments, as applicable (and, if a Revolving Commitment is being assigned, each Issuing Lender), which consent shall not unreasonably be withheld, (b) such Non-Consenting Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in L/C Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder (including amounts payable pursuant to Section 2.20), from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts), (c) unless waived, the Borrower or such assignee shall have paid to the Administrative Agent the processing and recordation fee specified in Section 10.6(b) and (d) the assignee shall consent to such Proposed Change.

Notwithstanding the foregoing, this Agreement may be amended (x) with the written consent of the Administrative Agent, the Borrower and the Lenders providing the relevant Replacement Term Loans (as defined below) to permit the refinancing, replacement or modification of all or any portion of the outstanding Term Loans or the term loans under any Incremental Term Facility (“Replaced Term Loans”) with a replacement term loan hereunder (“Replacement Term Loans”); provided, that (a) the aggregate principal amount of such Replacement Term Loans shall not exceed the aggregate principal amount of such Replaced Term Loans, (b) the terms of Replacement Term Loans are (excluding pricing, fees, rate floors and optional prepayment or redemption terms), taken as a whole, no more favorable to the lenders providing such Replacement Term Loans than those applicable to the Replaced Term Loans (other than any covenants or other provisions applicable only to periods after the later of the Final Maturity Date and the Final Revolving Termination Date), (c) the maturity date of such Replacement Term Loans shall not be earlier than the maturity date of the Replaced Term Loans and (d) the weighted average life to maturity of such Replacement Term Loans shall not be shorter than the weighted average life to maturity of such Replaced Term Loans at the time of such refinancing and (y) with the written consent of the Administrative Agent, the Borrower and the Lenders providing the relevant Replacement Revolving Facility (as defined below) to permit the refinancing, replacement or modification of all or any portion of the Revolving Facility or any Incremental Revolving Facility (a “Replaced Revolving Facility”) with a replacement revolving facility hereunder (a “Replacement Revolving Facility”); provided that (a) the aggregate amount of such Replacement Revolving Facility shall not exceed the aggregate amount of such Replaced Revolving Facility, (b) the termination date of such Replacement Revolving Facility shall be no earlier than the termination date of the Replaced Revolving Facility and (c) the terms of any such Replacement Revolving Facility are (excluding pricing, fees, rate floors and optional prepayment or redemption terms), taken as a whole, no more favorable to the lenders providing such Replacement Revolving Facility than those applicable to the Replaced Revolving Facility (other than any covenants or other provisions applicable only to periods after the later of the Final Maturity Date and the Final Revolving Termination Date).

Notwithstanding the foregoing, the Administrative Agent and the Borrower may amend any Loan Document to correct any obvious errors, mistakes, omissions, defects or inconsistencies, or to effect administrative changes that are not adverse to any Lender, and such amendment shall become effective without any further consent of any other party to such Loan Document other than the Administrative Agent and the Borrower.

10.2. Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three Business Days after being deposited in the mail, postage prepaid, or, in the case of telecopy notice, when received, addressed as follows in the case of the Borrower and the Administrative Agent, and as set forth in an administrative questionnaire delivered to the Administrative Agent in the case of the Lenders, or to such other address as may be hereafter notified by the respective parties hereto:

Borrower:	12808 Gran Bay Parkway West Jacksonville, Florida 32258 Attention: Chief Financial Officer Facsimile: (904) 880-0350 Telephone: (904) 680-6600
Administrative Agent:	JPMorgan Chase Bank, N.A. 500 Stanton Christiana Road, Ops 2 Floor: 03 Newark, DE 19713-2107 Attention: JPM Loan & Agency Services Group Facsimile: (302) 634-1417 Email: 12012443577@tls.ldsprod.com Telephone: (302) 634-1929

With copies to:

JPMorgan Chase Bank, N.A.
383 Madison Avenue, Floor 24
New York, New York 10179
Attention: Tina Ruyter
Facsimile: (212) 270-5127
Telephone: (212) 270-4676

JPMorgan Chase Bank, N.A., as Issuing Lender:	JPMorgan Chase Bank, N.A. 10420 Highland Manor Dr., 4th Floor Tampa, Florida 33610 Attention: Standby LC Unit Facsimile: (212) -270-5100
--------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------

provided, that any notice, request or demand to or upon the Administrative Agent or the Lenders shall not be effective until received.

Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided, that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided, that approval of such procedures may be limited to particular notices or communications.

- 10.3. No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Administrative Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.
- 10.4. Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.
- 10.5. Payment of Expenses and Taxes. The Borrower agrees (a) to pay or reimburse the Administrative Agent and the Lead Arrangers for all of their respective reasonable and documented out-of-pocket costs and expenses incurred in connection with the syndication of the Facilities and the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable fees and disbursements of one firm of counsel to the Administrative Agent and the Lead Arrangers (and, if necessary, one local counsel in any relevant jurisdiction) and filing and recording fees and expenses, with statements with respect to the foregoing to be submitted to the Borrower prior to the Amendment No. 2 Effective Date (in the case of amounts to be paid on the Amendment No. 2 Effective Date) and from time to time thereafter on a quarterly basis or such other periodic basis as the Administrative Agent shall deem appropriate, in each case, together with backup documentation supporting such reimbursement request, (b) to pay or reimburse each Lender and the Administrative Agent for all its reasonable and documented out-of-pocket costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Loan Documents and any such other documents, including the fees and disbursements of counsel to the Administrative Agent and the Lenders; provided, that the Borrower shall not be liable for the fees and disbursements of more than one separate firm for the Administrative Agent and the Lenders (unless there shall exist an actual conflict of interest among the Administrative Agent and the Lenders (or among the Lenders), in which case the Borrower shall be liable for the fees and disbursements of another separate local counsel for the affected Person) and one local counsel in any material jurisdiction (unless there shall exist an actual conflict of interest among the Administrative Agent and the Lenders (or among the Lenders), in which case the Borrower shall be liable for the fees and disbursements of another separate local counsel for the affected Person), (c) to pay, indemnify, and hold each Lender and the Administrative Agent harmless from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, stamp, excise and similar taxes, if any, other than those found by a final and nonappealable decision of a court of competent jurisdiction to have been caused by the willful misconduct, bad faith or gross negligence of the Administrative Agent or any Lender that may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents, and (d) to pay, indemnify, and hold each Lender and the Administrative Agent and each of their respective affiliates and the respective officers, directors, employees, agents, advisors, partners, representatives and controlling persons of each of the foregoing (each, an “Indemnitee”) harmless from and against any and all other liabilities, obligations, losses, damages, penalties, judgments, suits or actions or other legal proceedings (whether brought by a third party or the Borrower or other Loan Party), costs, expenses or disbursements of any kind or nature whatsoever arising out of the execution, delivery, enforcement, performance and administration of this Agreement, the other Loan Documents and any such other documents, including any of the foregoing relating to the use of proceeds of the Loans or the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of the Borrower or any Subsidiary or any of the Properties, any Environmental Claims, and the reasonable and documented fees and expenses of legal counsel (provided that the Borrower shall not be liable for the fees and expenses of more than one separate firm for the Indemnitees (unless there shall be an actual conflict of interest among the Indemnitees, in which case the Borrower shall be liable for the fees and expenses of another separate local counsel for the affected Indemnitees) and one local

counsel in any material jurisdiction) (unless there shall be an actual conflict of interest among the Indemnitees, in which case the Borrower shall be liable for the fees and expenses of another separate local counsel for the affected Indemnitees) in connection with claims, actions or proceedings by any Indemnatee against any Loan Party under any Loan Document (all the foregoing in this clause (d), collectively, the “Indemnified Liabilities”); provided, that the Borrower shall have no obligation hereunder to any Indemnatee with respect to Indemnified Liabilities (x) to the extent such Indemnified Liabilities are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnatee or any of its affiliates or their respective officers, directors or employees or (y) arising out of a dispute solely between Indemnitees not involving an act or omission by the Borrower or any of its Affiliates (other than any such indemnified liabilities asserted against any Indemnatee in its capacity, or in fulfilling its role, as an agent or Lead Arranger or similar role for any Facility (including any Incremental Facility)); provided further that, this Section 10.5(d) shall not apply to Taxes other than any Taxes that represent losses or damages arising from any non-Tax claim. None of the Borrower, any Lender or any Agent shall be liable for any special, indirect, consequential or punitive damages (other than as required pursuant to Section 10.5(c) or (d)). Without limiting the foregoing, and to the extent permitted by applicable law, the Borrower agrees not to assert and to cause its Subsidiaries not to assert, and hereby waives and agrees to cause its Subsidiaries to waive, all rights for contribution or any other rights of recovery with respect to all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature, under or related to Environmental Laws, that any of them might have by statute or otherwise against any Indemnatee. All amounts due under this Section 10.5 shall be payable not later than 10 days after written demand therefor. Statements payable by the Borrower pursuant to this Section 10.5 shall be submitted to Chief Financial Officer (Telephone No. (904) 680-6600) (Telecopy No. (904) 880-0350), at the address of the Borrower set forth in Section 10.2, or to such other Person or address as may be hereafter designated by the Borrower in a written notice to the Administrative Agent. The agreements in this Section 10.5 shall survive the termination of this Agreement and the repayment of the Loans and all other amounts payable hereunder.

10.6. Successors and Assigns; Participations and Assignments. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any affiliate of the Issuing Lender that issues any Letter of Credit), except that (i) 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 this Section.

(a) (i) Any Lender may assign to one or more assignees (other than to a Disqualified Lender, a natural person, the Borrower, the Borrower’s Affiliates, any Competitor or any Competitor Affiliate) (each, an “Assignee”) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld or delayed) of:

(A) the Borrower; provided, that no consent of the Borrower shall be required (i) for an assignment of all or any portion of a Term Loan to a Lender, an Affiliate of a Lender or an Approved Fund (as defined below), (ii) for an assignment of Revolving Commitments or Revolving Loans to a Revolving Lender or an Affiliate of a Revolving Lender or (iii) if an Event of Default under Section 8.1(a) or (f) has occurred and is continuing, for an assignment of all or any portion of a Term Loan, Revolving Commitments or Revolving Loans to any other Person; provided further that, prior to the date that is 30 days after the Closing Date, no consent of the Borrower shall be required with respect to any assignment of all or any portion of a Loan in connection with the initial syndication of the Loans; provided further that the Borrower shall be deemed to have consented to any assignment of a Term Loan, Revolving Commitment or Revolving Loan unless the Borrower has objected thereto by written notice to the Administrative Agent within 10 Business Days after having received notice thereof

(B) the Administrative Agent; provided, that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a Term Loan to a Lender, an affiliate of a Lender or an Approved Fund; and

(C) the Issuing Lender, only if such assignment is of a Revolving Loan.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender’s Commitments or Loans under any Facility, the amount of the Commitments or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$2,500,000 (in the case of Term Loans) and \$5,000,000 (in the case of the Revolving Facility) unless each of the Borrower and the Administrative Agent otherwise consent; provided, that (1) no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing and (2) such amounts shall be aggregated in respect of each Lender and its affiliates or Approved Funds, if any;

(B) (1) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500 and (2) the assigning Lender shall have paid in full any amounts owing by it to the Administrative Agent; and

(C) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower and its Affiliates and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

For the purposes of this Section 10.6, "Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

(ii) [Reserved].

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) below, from and after the effective date specified in each Assignment and Assumption the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.18, 2.19, 2.20 and 10.5). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 10.6 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.

(iv) The Administrative Agent, acting for this purpose as a non-fiduciary 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 the Commitments of, and principal amount (and stated interest) of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive (absent manifest error), and the Borrower, the Administrative Agent, the Issuing Lender and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Assignee, the Assignee's completed administrative questionnaire (unless the Assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall 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.

(b) (i) Any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations to one or more banks or other entities (other than to a Disqualified Lender, any Competitor, any Competitor Affiliate, a natural person, the Borrower or the Borrower's 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, the Issuing Lender 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 pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided, that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1) requires the consent of each Lender directly affected thereby pursuant to the proviso to the second sentence of Section 10.1 and (2) directly affects such Participant. Subject to paragraph (c)(ii) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of, and subject to the limitations of, Sections 2.18, 2.19 and 2.20 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.7(b) as though it were a Lender; provided, such Participant shall be subject to Section 10.7(a) as though it were a Lender.

(i) A Participant shall not be entitled to receive any greater payment under Section 2.18 or 2.19 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, except to the extent such entitlement to receive a greater payment results from a change in any Requirement of Law that occurs after the Participant

acquired the applicable participation, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. No Participant shall be entitled to the benefits of Section 2.19 unless such Participant complies with Sections 2.19(d), (e) and (f) as if it were a Lender. Each Lender that sells a participation, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive (absent manifest error), and such Lender, each Loan Party and the Administrative Agent shall treat each person whose name is recorded in the Participant Register pursuant to the terms hereof as the owner of such participation for all purposes of this Agreement, notwithstanding notice to the contrary.

(c) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or any other central bank, and this Section 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 a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto.

(d) The Borrower, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring Notes to facilitate transactions of the type described in paragraph (d) above; provided, that a transfer of any Note may be effected only by the surrender of the original Note and either re-issuance by the Borrower of the original Note to a new holder or the issuance by the Borrower of a new Note to a new holder.

(e) Notwithstanding the foregoing, any Conduit Lender may assign any or all of the Loans it may have funded hereunder to its designating Lender without the consent of the Borrower or the Administrative Agent and without regard to the limitations set forth in Section 10.6(b). The Borrower, each Lender and the Administrative Agent hereby confirms that it will not institute against a Conduit Lender or join any other Person in instituting against a Conduit Lender any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under any state bankruptcy or similar law, for one year and one day after the payment in full of the latest maturing commercial paper note issued by such Conduit Lender; provided that each Lender designating any Conduit Lender 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 Conduit Lender during such period of forbearance.

(f) Notwithstanding anything to the contrary herein, no addition to the list of Competitors shall retroactively disqualify a Lender or Participant who became a Lender or Participant prior to such addition (or any prospective Lender or Participant who entered into an Assignment or Assumption or participation agreement prior to effectiveness of such addition with an effective date after effectiveness of such addition).

10.7. Adjustments; Set-off. (a) Except to the extent that this Agreement or a court order expressly provides for payments to be allocated to a particular Lender or to the Lenders under a particular Facility, if any Lender (a "Benefitted Lender") shall receive any payment of all or part of the Obligations owing to it (other than in connection with an assignment made pursuant to Section 10.6), or receive any Collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section 8.1(f), or otherwise), in a greater proportion than any such payment to or Collateral received by any other Lender, if any, in respect of the Obligations owing to such other Lender, such Benefitted Lender shall purchase for cash from the other Lenders a participating interest in such portion of the Obligations owing to each such other Lender, or shall provide such other Lenders with the benefits of any such Collateral, as shall be necessary to cause such Benefitted Lender to share the excess payment or benefits of such Collateral ratably with each of the Lenders; provided that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefitted Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(a) In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right, without notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, upon any Obligations becoming due and payable by the Borrower (whether at the stated maturity, by acceleration or otherwise), to apply to the payment of such Obligations, by setoff or otherwise, any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender, any affiliate thereof or any of their respective branches or agencies to or for the credit or the account of the Borrower. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such application made by such Lender; provided, that the failure to give such notice shall not affect the validity of such application.

10.8. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of

separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by email or facsimile transmission shall be effective as delivery of an original executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

10.9. 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 not invalidate or render unenforceable such provision in any other jurisdiction.

10.10. Integration. This Agreement and the other Loan Documents represent the entire agreement of the Borrower, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

10.11. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

10.12. Submission To Jurisdiction; Waivers. The Borrower hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof (except that, (x) in the case of any Mortgage or other Security Document, proceedings may also be brought by the Administrative Agent or collateral agent in the state in which the respective Mortgaged Property or Collateral is located or any other relevant jurisdiction and (y) in the case of any bankruptcy, insolvency or similar proceedings with respect to any Loan Party, actions or proceedings related to this Agreement and the other Loan Documents may be brought in such court holding such bankruptcy, insolvency or similar proceedings);

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Borrower, as the case may be at its address set forth in Section 10.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

10.13. Acknowledgements. The Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to the Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Administrative Agent and Lenders, on one hand, the Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Borrower and the Lenders.

10.14. Releases of Guarantees and Liens. (a) Notwithstanding anything to the contrary contained herein or in any other Loan Document, the Administrative Agent is hereby irrevocably authorized by each Lender (without requirement of notice to or consent of any Lender except as expressly required by Section 10.1) to take any action requested by the Borrower having the effect of releasing any Collateral or Guarantee Obligations (i) to the extent necessary to permit consummation of any transaction not prohibited by any Loan Document or that has been consented to in accordance with Section 10.1 or (ii) under the circumstances described in paragraph (b) below.

(a) At such time as the Loans, the Reimbursement Obligations and the other obligations under the Loan Documents (other than obligations under or in respect of Specified Cash Management Agreements) shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, the Collateral shall be released from the Liens created by the Security Documents, and the Security Documents and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Loan Party under the Security Documents shall terminate, all without delivery of any instrument or performance of any act by any Person.

10.15. Confidentiality. Each of the Administrative Agent and each Lender agrees to keep confidential all Information (as defined below); provided, that nothing herein shall prevent the Administrative Agent or any Lender from disclosing any such Information (a) to the Administrative Agent, any other Lender or any affiliate thereof, (b) subject to an agreement to comply with the provisions of this Section, to any actual or prospective Transferee or any direct or indirect counterparty to any Swap Agreement (or any professional advisor to such counterparty), (c) to its employees, directors, agents, attorneys, accountants and other professional advisors or those of any of its affiliates, provided that such Persons have been advised of the confidentiality provisions hereof and are subject thereto, (d) upon the request or demand of any Governmental Authority, (e) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, (f) if requested or required to do so in connection with any litigation or similar proceeding, (g) that has been publicly disclosed, (h) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender, (i) in connection with the exercise of any remedy hereunder or under any other Loan Document, (j) if agreed by the Borrower in its sole discretion, to any other Person or (k) to any regulatory or self-regulatory agency having supervisory authority over any Lender in connection with an examination of such Lender by such agency. "Information" means all information received from the Borrower relating to the Borrower or its business, other than any such information that is available to the Administrative Agent or any Lender on a non-confidential basis prior to disclosure by the Borrower and other than information pertaining to this Agreement routinely provided by arrangers to data service providers, including league table providers, that serve the lending industry; provided that in the case of information received from the Borrower after the Amendment No. 2 Effective Date, such information is clearly identified at the time of delivery as confidential.

Each Lender acknowledges that information furnished to it pursuant to this Agreement or the other Loan Documents may include material non-public information concerning the Borrower and its Affiliates and their Related Parties or their respective securities, and confirms that it has developed compliance procedures regarding the use of material non-public information and that it will handle such material non-public information in accordance with those procedures and applicable law, including Federal and state securities laws.

All information, including requests for waivers and amendments, furnished by the Borrower or the Administrative Agent pursuant to, or in the course of administering, this Agreement or the other Loan Documents will be syndicate-level information, which may contain material non-public information about the Borrower and its Affiliates and their Related Parties or their respective securities. Accordingly, each Lender represents to the Borrower and the Administrative Agent that it has identified in its administrative questionnaire a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law, including Federal and state securities laws.

10.16. **WAIVERS OF JURY TRIAL. THE BORROWER, THE ADMINISTRATIVE AGENT AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

10.17. Patriot Act. Each Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender to identify each Loan Party in accordance with the Patriot Act.

10.18. Usury Savings. Notwithstanding any other provision herein, the aggregate interest rate charged hereunder, including all charges or fees in connection therewith deemed in the nature of interest under applicable law, shall not exceed the Highest Lawful Rate (as such term is defined below). If the rate of interest (determined without regard to the preceding sentence) under this Agreement at any time exceeds the Highest Lawful Rate (as defined below), the outstanding amount of the Loans made hereunder shall bear interest at the Highest Lawful Rate until the total amount of interest due hereunder equals the amount of interest which would have been due hereunder if the stated rates of interest set forth in this Agreement had at all times been in effect. In addition, if and when the Loans made hereunder are repaid in full the total interest due hereunder (taking into account the increase provided for above) is less than the total amount of interest which would have been due hereunder if the stated rates of interest set forth in this Agreement had at all times been in effect, then to the extent permitted by law, the Borrower shall pay to the Administrative Agent an amount equal

to the difference between the amount of interest paid and the amount of interest which would have been paid if the Highest Lawful Rate had at all times been in effect. Notwithstanding the foregoing, it is the intention of the Lenders and the Borrower to conform strictly to any applicable usury laws. Accordingly, if any Lender contracts for, charges, or receives any consideration which constitutes interest in excess of the Highest Lawful Rate, then any such excess shall be cancelled automatically and, if previously paid, shall at such Lender's option be applied to the outstanding amount of the Loans made hereunder or be refunded to the Borrower. As used in this paragraph, the term "Highest Lawful Rate" means the maximum lawful interest rate, if any, that at any time or from time to time may be contracted for, charged, or received under the laws applicable to such Lender which are presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum nonusurious interest rate than applicable laws now allow.

10.19. Acknowledgement and Consent to 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 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 entity, 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.

10.20. MIRE Events. Each of the parties hereto acknowledges and agrees that, solely in the event that there are any Mortgaged Properties at the time of any increase, extension or renewal of any of the Commitments or Loans (including the provision of Incremental Term Loans, Incremental Revolving Loans or any other incremental credit facilities hereunder, but excluding (i) any continuation or conversion of borrowings, (ii) the making of any Revolving Loans or (iii) the issuance, renewal or extension of Letters of Credit) shall be subject to (and conditioned upon) delivery of all flood hazard determination certifications, acknowledgements and evidence of flood insurance and other flood-related documentation with respect to such Mortgaged Properties as required by Flood Insurance Laws and as otherwise reasonably requested by the Administrative Agent or the Lenders (through the Administrative Agent). The Administrative Agent shall provide notice to the Lenders of any such delivery no later than thirty (30) days prior to the consummation of such event.

**Schedule 1.1A
Commitments**

Lender	Revolving Commitments (US \$)	Term Loans (US \$)
JPMorgan Chase Bank, N.A.	\$23,962,708.35	\$47,563,528.75
Bank of America, N.A.	\$23,962,708.33	\$47,563,528.63
BankUnited, N.A.	\$18,741,250.00	\$8,518,750.00
Barclays Bank PLC	\$15,000,000.00	\$43,489,570.30
BMO Harris Bank, N.A.	\$18,741,250.00	\$8,518,750.00
Citizens Bank, N.A.	\$18,741,250.00	\$8,518,750.00
Compass Bank	\$20,962,708.33	\$50,488,528.63
Deutsche Bank AG New York Branch	\$18,000,000.00	\$9,262,500.00
Fifth Third Bank	\$15,000,000.00	\$43,489,570.30
Regions Bank	\$23,962,708.33	\$47,563,528.63
Royal Bank of Canada	\$15,000,000.00	\$20,145,937.50
SunTrust Bank	\$23,962,708.33	\$47,563,528.63
Wells Fargo Bank, National Association	\$23,962,708.33	\$47,563,528.63
TOTAL	\$260,000,000.00	\$430,250,000.00

**Schedule 1.1B
Existing Letters of Credit**

Web.com Group, Inc.:

Letter of Credit Number	Issuer	Beneficiary	Amount
IS0011041	Wells Fargo Bank, N.A.	ICANN	\$300,000

Register.com, Inc.:

Letter of Credit Number	Issuer	Beneficiary	Amount
--------------------------------	---------------	--------------------	---------------

NZS646426	Wells Fargo Bank, N.A.	State of Arkansas	\$50,000
NZS646424	Wells Fargo Bank, N.A.	Utah Division of Consumer Protection	\$50,000
NZS650698	Wells Fargo Bank, N.A.	W.A. Drew Edmonson	\$10,000

Yodle Web.com, Inc.:

Letter of Credit Number	Issuer	Beneficiary	Amount
SVBSF005691	Silicon Valley Bank	HOLUALOA SCOTTSDALE OFFICE, LLC	\$137,659
SVBSF007408	Silicon Valley Bank	GSL FUND 21 SUB N, LLC, C/O GSL PROPERTY FUND 21, L.P., 5858 WESTHEIMER, SUITE 800, HOUSTON, TX	\$937,500
SVBSF008304	Silicon Valley Bank	CITIZEN'S BANK, NATIONAL ASSOCIATION	\$250,000

**Schedule 1.1C
Rollover Letters of Credit**

Network Solutions, LLC:

Letter of Credit Number	Issuer	Beneficiary	Amount
TFTS-280236	JPMorgan Chase Bank, N.A.	VeriSign, Inc.	\$1,650,000.00
TFTS-280225A	JPMorgan Chase Bank, N.A.	Presidents Park I, LLC c/o Liberty Property Trust	\$85,229.17
TFTS-280234	JPMorgan Chase Bank, N.A.	International Fidelity Insurance Company	\$135,000.00

**Schedule 1.1D
Disqualified Lenders**

The following entities and any entity reasonably identifiable on the basis of its name as an affiliate of such entities:

- Silver Lake Management, L.L.C.
- Kohlberg Kravis Roberts & Co. L.P.
- TCMI, Inc.
- Warburg Pincus LLC

**Schedule 3.1
Subsidiaries**

Name	Jurisdiction of Organization
NCIT Argentina S.R.L.	Argentina
Network Solutions, LLC	Delaware
Ranger Registration (Madeira) LLC	Delaware
Register.com, Inc.	Delaware
Web.com Canada, Inc.	Canada
Web.com Holding Company, Inc.	Delaware

**Schedule 4.15
Subsidiaries**

Subsidiary Name	Jurisdiction of Organization	Percentage of Each Class of Capital Stock Owned by Any Loan Party	Class of Capital Stock	Unrestricted Subsidiary
1425 N. Washington Street, LLC	Washington	100%	Units	N/A
Calypso Properties, LLC	Delaware	100%	Interests	N/A
CommuniTech Net, Inc.	Missouri	100%	Common Stock	N/A
Eversites, LLC	Texas	0%	Units	N/A
Franchise Website Solutions, L.P.	Delaware	0%	Units	N/A
HostPro, Inc.	Delaware	100%	Common Stock	N/A
InQuent, LLC	Delaware	100%	Interests	N/A
Interland Government Contracting, Inc.	Delaware	100%	Common Stock	N/A
JG Registrar, LLC	Delaware	100%	Interests	N/A
Key Systems .CO Registrations, LLC	Delaware	100%	Interests	N/A
MEI California, Inc.	California	100%	Common Stock	N/A
Micron Electronics International, Inc.	Delaware	100%	Common Stock	N/A
MonsterCommerce, LLC	California	100%	Interests	N/A
Multimedia Midwest, LLC	Delaware	100%	Interests	N/A
NameSecure L.L.C.	Delaware	100%	Units	N/A
Net Sol Parent LLC	Delaware	100%	Units	N/A
NCIT Argentina S.R.L.	Argentina	50%	Quotas	N/A
Network Solutions Canada ULC	Canada	100%	Common Shares	N/A
Network Solutions Europe, LLC	Delaware	100%	Interests	N/A
Network Solutions, LLC	Delaware	100%	Units	N/A
New Ventures Services Corp	British Virgin Islands	0%	Shares	N/A
NS Technologies, LLC	Delaware	100%	Interests	N/A
Perfect Privacy, LLC	Connecticut	100%	Units	N/A
Public Domain Registry .CO Registrations, LLC	Delaware	100%	Interests	N/A
Ranger Holdco LLC	Delaware	0%	Equity Interest not divisible into Units	N/A
Ranger Registration (Madeira) LLC	Delaware	0%	Equity Interest not divisible into Units	N/A
RCOM Holding Inc.	Delaware	0%	Common Stock	N/A
RCOM Canada Corp.	Canada	0%	Common Shares	N/A
RCOM Spain Holding LLC	Delaware	0%	Equity Interest not divisible into Units	N/A
Register.com (Cayman) Limited Partnership	Cayman Islands	99%	Units	N/A

		(1% owned by Web.com (Cayman) GP Limited)		
Register.com, Inc.	Delaware	0%	Common Stock	N/A
Register.com, LP	Delaware	0%	Common Stock Preferred Stock	N/A
Register.com Investments Cooperatie, U.A.	Netherlands	0%	Equity Interest not divisible into Units	N/A
Register Domain Spain, S.L.	Spain	0%	Common Shares	N/A
Register Investments ETVE, S.L.	Spain	0%	Class A Common Class B Preferred Class C Preferred	N/A
RPI, Inc.	Delaware	0%	Common Stock	N/A
Siteblast, L.L.C.	Texas	0%	Units	N/A
SnapNames Web.com LLC	Delaware	100%	Membership Interest	N/A
TLDS L.L.C. (dba SRSplus)	Delaware	100%	Units	N/A
TNB, LLC	Delaware	100%	Units	N/A
Trellix Corporation	Delaware	100%	Common Stock	N/A
.US Registrar L.L.C.	Delaware	100%	Units	N/A
US Web Network, LLC	Texas	0%	Units	N/A
Wazoo Web, Inc.	Georgia	100%	Common Stock	N/A
Web Astro GP, Inc.	Delaware	0%	Common Stock	N/A
Web Astro LP, Inc.	Delaware	0%	Common Stock	N/A
Web.com Canada, Inc.	Canada	100%	Common Stock	N/A
Web.com (Cayman) GP Limited	Cayman Islands	100%	Common Stock	N/A
Web.com Colombia SAS	Colombia	100%	Share Capital	N/A
Web.com Holding Company, Inc.	Delaware	100%	Common Stock	N/A
Website Pros Espana SL	Spain	100%	Common Shares	N/A
WebSource Holdco, Inc.	Delaware	0%	Common Stock	N/A
WSM Holdco, Inc.	Delaware	100%	Common Stock	N/A
!#1 Host Australia, LLC	Oregon	100%	Membership Interest	N/A
!#1 Host Canada, LLC	Oregon	100%	Membership Interest	N/A
!#1 Host China, LLC	Oregon	100%	Membership Interest	N/A
!#1 Host Germany, LLC	Oregon	100%	Membership Interest	N/A
!#1 Host Japan, LLC	Oregon	100%	Membership Interest	N/A
!#1 Host Korea, LLC	Oregon	100%	Membership Interest	N/A
ADomainofYourOwn.com, LLC	Oregon	100%	Membership Interest	N/A
AllEarthDomains.com, LLC	Oregon	100%	Membership Interest	N/A
AllWorldDomains.com, LLC	Oregon	100%	Membership Interest	N/A
Udmain.com, LLC`	Oregon	100%	Membership Interest	N/A
Ad Valorem Domains, LLC	Oregon	100%	Membership Interest	N/A
ADomainOfYourOwn.com, LLC	Oregon	100%	Membership Interest	N/A
Alethia Domains, LLC	Oregon	100%	Membership Interest	N/A
All Domains LLC	Oregon	100%	Membership Interest	N/A
AllEarthDomains.com, LLC	Oregon	100%	Membership Interest	N/A
AllWorldNames.com, LLC	Oregon	100%	Membership Interest	N/A
Aquarius Domains, LLC	Oregon	100%	Membership Interest	N/A
AtlanticDomains, LLC	Oregon	100%	Membership Interest	N/A
AtlanticFriendNames.com, LLC	Oregon	100%	Membership Interest	N/A
AtomicDomainNames.com, LLC	Oregon	100%	Membership Interest	N/A
Backstop Names LLC	Oregon	100%	Membership Interest	N/A
BaronOfDomains.com, LLC	Oregon	100%	Membership Interest	N/A

Barracuda Domains, LLC	Oregon	100%	Membership Interest	N/A
BearTrapDomains.com, LLC	Oregon	100%	Membership Interest	N/A
BelmontDomains.com, LLC	Oregon	100%	Membership Interest	N/A
Best Drop Names LLC	Oregon	100%	Membership Interest	N/A
BetterThanAverageDomains.com, LLC	Oregon	100%	Membership Interest	N/A
Big Dipper Domains, LLC	Oregon	100%	Membership Interest	N/A
BigLizardDomains.com, LLC	Oregon	100%	Membership Interest	N/A
Blue Angel Domains LLC	Oregon	100%	Membership Interest	N/A
Bonam Fortunam Domains, LLC	Oregon	100%	Membership Interest	N/A
Bonzai Domains, LLC	Oregon	100%	Membership Interest	N/A
Bounce Pass Domains LLC	Oregon	100%	Membership Interest	N/A
BullRunDomains.com, LLC	Oregon	100%	Membership Interest	N/A
BurnsideDomains.com, LLC	Oregon	100%	Membership Interest	N/A
Catch Deleting Names LLC	Oregon	100%	Membership Interest	N/A
Catch Domains LLC	Oregon	100%	Membership Interest	N/A
Chipshot Domains LLC	Oregon	100%	Membership Interest	N/A
ChocolateChipDomains LLC	Oregon	100%	Membership Interest	N/A
Circle of Domains LLC	Oregon	100%	Membership Interest	N/A
CloudBreakDomains, LLC	Oregon	100%	Membership Interest	N/A
CloudNineDomains, LLC	Oregon	100%	Membership Interest	N/A
ColumbiaNames.com, LLC	Oregon	100%	Membership Interest	N/A
CompuGlobalHyperMega.com, LLC	Oregon	100%	Membership Interest	N/A
Cool Breeze Domains, LLC	Oregon	100%	Membership Interest	N/A
Cool River Names, LLC	Oregon	100%	Membership Interest	N/A
Copper Domain Names LLC	Oregon	100%	Membership Interest	N/A
Coral Reef Domains LLC	Oregon	100%	Membership Interest	N/A
Curveball Domains LLC	Oregon	100%	Membership Interest	N/A
Deep Dive Domains, LLC	Oregon	100%	Membership Interest	N/A
Deep Sea Domains LLC	Oregon	100%	Membership Interest	N/A
Deep Water Domains LLC	Oregon	100%	Membership Interest	N/A
Deleting Name Zone LLC	Oregon	100%	Membership Interest	N/A
DeschutesDomains.com, LLC	Oregon	100%	Membership Interest	N/A
DevilDogDomains.com, LLC	Oregon	100%	Membership Interest	N/A
DomainAMania.com, LLC	Oregon	100%	Membership Interest	N/A
DomainArmada.com, LLC	Oregon	100%	Membership Interest	N/A
DomainCapitan.com, LLC	Oregon	100%	Membership Interest	N/A
DomainComesAround.com, LLC	Oregon	100%	Membership Interest	N/A
DomainGazelle.com, LLC	Oregon	100%	Membership Interest	N/A
DomainHawks.net, LLC	Oregon	100%	Membership Interest	N/A
DomainHysteria.com, LLC	Oregon	100%	Membership Interest	N/A
DomainInTheBasket.com, LLC	Oregon	100%	Membership Interest	N/A
DomainInTheHole.com, LLC	Oregon	100%	Membership Interest	N/A
DomainJungle.net, LLC	Oregon	100%	Membership Interest	N/A
DomainParkBlock.com, LLC	Oregon	100%	Membership Interest	N/A
DomainRaker.com, LLC	Oregon	100%	Membership Interest	N/A
DomainRoyale.com, LLC	Oregon	100%	Membership Interest	N/A
DomainSails.net, LLC	Oregon	100%	Membership Interest	N/A
DomainSalsa.com, LLC	Oregon	100%	Membership Interest	N/A
DomainsAreForever.net, LLC	Oregon	100%	Membership Interest	N/A
DomainsInTheBag.com, LLC	Oregon	100%	Membership Interest	N/A
DomainsOfCourse.com, LLC	Oregon	100%	Membership Interest	N/A
DomainsOfTheDay.com, LLC	Oregon	100%	Membership Interest	N/A
DomainsOfTheWorld.net, LLC	Oregon	100%	Membership Interest	N/A

DomainsOfValue.com, LLC	Oregon	100%	Membership Interest	N/A
DomainsOverboard.com, LLC	Oregon	100%	Membership Interest	N/A
DomainSovereigns.com, LLC	Oregon	100%	Membership Interest	N/A
DomainSprouts.com, LLC	Oregon	100%	Membership Interest	N/A
DomainStreetDirect.com, LLC	Oregon	100%	Membership Interest	N/A
DomainSurgeon.com, LLC	Oregon	100%	Membership Interest	N/A
DomainTimeMachine.com, LLC	Oregon	100%	Membership Interest	N/A
DomainYeti.com, LLC	Oregon	100%	Membership Interest	N/A
DuckBilledDomains.com, LLC	Oregon	100%	Membership Interest	N/A
EastEndDomains.com, LLC	Oregon	100%	Membership Interest	N/A
EUNameFlood.com, LLC	Oregon	100%	Membership Interest	N/A
EUNamesOregon.com, LLC	Oregon	100%	Membership Interest	N/A
EuropeanConnectionOnline.com, LLC	Oregon	100%	Membership Interest	N/A
EurotrashNames.com, LLC	Oregon	100%	Membership Interest	N/A
EUTurbo.com, LLC	Oregon	100%	Membership Interest	N/A
FindUAName.com, LLC	Oregon	100%	Membership Interest	N/A
FindYouADomain.com, LLC	Oregon	100%	Membership Interest	N/A
FlancrestDomains.com, LLC	Oregon	100%	Membership Interest	N/A
FreshBrewedDomains.com, LLC	Oregon	100%	Membership Interest	N/A
FrontStreetDomains.com, LLC	Oregon	100%	Membership Interest	N/A
GateKeeperDomains.net, LLC	Oregon	100%	Membership Interest	N/A
Goldmine Domains LLC	Oregon	100%	Membership Interest	N/A
GoServeYourDomain.com, LLC	Oregon	100%	Membership Interest	N/A
Goto Domains LLC	Oregon	100%	Membership Interest	N/A
GoDomainGo.com, LLC	Oregon	100%	Membership Interest	N/A
GoServeYourDomain.com, LLC	Oregon	100%	Membership Interest	N/A
GozerDomains.com, LLC	Oregon	100%	Membership Interest	N/A
GradeADomains.com, LLC	Oregon	100%	Membership Interest	N/A
Hang Ten Domains, LLC	Oregon	100%	Membership Interest	N/A
Hanging Curve Domains LLC	Oregon	100%	Membership Interest	N/A
HawthorneDomains.com, LLC	Oregon	100%	Membership Interest	N/A
HeavyDomains.net, LLC	Oregon	100%	Membership Interest	N/A
House Of Domains, LLC	Oregon	100%	Membership Interest	N/A
Iconicnames LLC	Oregon	100%	Membership Interest	N/A
ImminentDomains.net, LLC	Oregon	100%	Membership Interest	N/A
InlandDomains, LLC	Oregon	100%	Membership Interest	N/A
InterlakeNames.com, LLC	Oregon	100%	Membership Interest	N/A
IServeYourDomain.com, LLC	Oregon	100%	Membership Interest	N/A
JarheadDomains.com, LLC	Oregon	100%	Membership Interest	N/A
Jumpshot Domains LLC	Oregon	100%	Membership Interest	N/A
KlaatuDomains.com, LLC	Oregon	100%	Membership Interest	N/A
LakeODomains.com, LLC	Oregon	100%	Membership Interest	N/A
Layup Domains LLC	Oregon	100%	Membership Interest	N/A
LeatherneckDomains.com, LLC	Oregon	100%	Membership Interest	N/A
Lemon Shark Domains, LLC	Oregon	100%	Membership Interest	N/A
Line Drive Domains, LLC	Oregon	100%	Membership Interest	N/A
Lionshare Domains, LLC	Oregon	100%	Membership Interest	N/A
Long Drive Domains LLC	Oregon	100%	Membership Interest	N/A
Lucky Elephant Domains, LLC	Oregon	100%	Membership Interest	N/A
Magnate Domains, LLC	Oregon	100%	Membership Interest	N/A
Magnolia Domains, LLC	Oregon	100%	Membership Interest	N/A
Major League Domains, LLC	Oregon	100%	Membership Interest	N/A
MasterOfMyDomains.com, LLC	Oregon	100%	Membership Interest	N/A

Meganames LLC	Oregon	100%	Membership Interest	N/A
MasterOfMyDomains.com, LLC	Oregon	100%	Membership Interest	N/A
MicrobrewedDomains.com, LLC	Oregon	100%	Membership Interest	N/A
MidwestDomains, LLC	Oregon	100%	Membership Interest	N/A
Millennial Names LLC	Oregon	100%	Membership Interest	N/A
Moon Shot Domains, LLC	Oregon	100%	Membership Interest	N/A
MVPDomainNames.com, LLC	Oregon	100%	Membership Interest	N/A
MyPreciousDomain.com, LLC	Oregon	100%	Membership Interest	N/A
Name Connection Area LLC	Oregon	100%	Membership Interest	N/A
Name Connection Spot LLC	Oregon	100%	Membership Interest	N/A
Name Find Source LLC	Oregon	100%	Membership Interest	N/A
Name Icon LLC	Oregon	100%	Membership Interest	N/A
NameArsenal.com, LLC	Oregon	100%	Membership Interest	N/A
Namecatch LLC	Oregon	100%	Membership Interest	N/A
Namecatch Zone LLC	Oregon	100%	Membership Interest	N/A
NameCroc.com, LLC	Oregon	100%	Membership Interest	N/A
NameEmperor.com, LLC	Oregon	100%	Membership Interest	N/A
NameFinger.com, LLC	Oregon	100%	Membership Interest	N/A
Namegrab LLC	Oregon	100%	Membership Interest	N/A
NamePanther.com, LLC	Oregon	100%	Membership Interest	N/A
Names Express LLC	Oregon	100%	Membership Interest	N/A
NamesAlaCarte.com, LLC	Oregon	100%	Membership Interest	N/A
NameVolcano.com, LLC	Oregon	100%	Membership Interest	N/A
NotSoFamousNames.com, LLC	Oregon	100%	Membership Interest	N/A
OctopusDomains.net, LLC	Oregon	100%	Membership Interest	N/A
OldTownDomains.com, LLC	Oregon	100%	Membership Interest	N/A
OldWorldAliases.com, LLC	Oregon	100%	Membership Interest	N/A
OregonEU.com, LLC	Oregon	100%	Membership Interest	N/A
OregonURLs.com, LLC	Oregon	100%	Membership Interest	N/A
PacificDomains, LLC	Oregon	100%	Membership Interest	N/A
ParaRescueDomains.com, LLC	Oregon	100%	Membership Interest	N/A
PDXPrivateNames.com, LLC	Oregon	100%	Membership Interest	N/A
PearlNamingServices.com, LLC	Oregon	100%	Membership Interest	N/A
PortlandNames.com, LLC	Oregon	100%	Membership Interest	N/A
ProtonDomains.com, LLC	Oregon	100%	Membership Interest	N/A
RainyDayDomains.com, LLC	Oregon	100%	Membership Interest	N/A
SammamishDomains.com, LLC	Oregon	100%	Membership Interest	N/A
SantiamDomains.com, LLC	Oregon	100%	Membership Interest	N/A
SaveTheName.com, LLC	Oregon	100%	Membership Interest	N/A
SilverbackDomains.com, LLC	Oregon	100%	Membership Interest	N/A
SiteFrenzy.com, LLC	Oregon	100%	Membership Interest	N/A
SkykomishDomains.com, LLC	Oregon	100%	Membership Interest	N/A
SnappyRegistrar.com, LLC	Oregon	100%	Membership Interest	N/A
SnoqualmieDomains.com, LLC	Oregon	100%	Membership Interest	N/A
SoldierOfOneDomains.com, LLC	Oregon	100%	Membership Interest	N/A
SoYouWantADomain.com, LLC	Oregon	100%	Membership Interest	N/A
SquidSailerDomains.com, LLC	Oregon	100%	Membership Interest	N/A
ThirdFloorDNS.com, LLC	Oregon	100%	Membership Interest	N/A
UDomainName.com, LLC	Oregon	100%	Membership Interest	N/A
WillametteNames.com, LLC	Oregon	100%	Membership Interest	N/A
ZigZagNames.com, LLC	Oregon	100%	Membership Interest	N/A
TouchLocal Limited	England and Wales	100%	£1,124.0688 divided into: 7,451,154 A shares of 0.01p each, 1,346,273 B Ordinary	N/A

			shares of 0.01p each, 24 Fixed Preference C Shares of 0.01p each, 1,346,273 Capped D shares of 0.01p each and 1,096,964 Restricted E shares of 0.01 p each.	
AskAlix Limited	England and Wales	0%	£100 divided into 100 ordinary shares of £1 each	N/A
Touch Jobs Limited	England and Wales	0%	£100 divided into 100 ordinary shares of £1 each	N/A
Touch (NW) Limited	England and Wales	0%	£1,000 divided into 1,000 ordinary shares of £1 each	N/A
Central Index Limited	England and Wales	0%	£100,000 divided into 100,000 ordinary shares of £1 each	N/A
Enable Media Limited	England and Wales	0%	£604,632 divided into 604,632 ordinary shares of £1 each	N/A
Yodle Canada Inc.	Province of Ontario, Canada	100%	Common Stock	N/A
Lighthouse Practice Management Group, Inc.	Delaware	100%	Common Stock	N/A
ProfitFuel, Inc.	Delaware	100%	Common Stock	N/A
Yodle Web.com, Inc.	Delaware	100%	Common Stock	N/A
Eagle Eye Domains, LLC	Oregon	100%	Membership Interest	N/A
Abbey Road Domains LLC	Oregon	100%	Membership Interest	N/A
Aconcagua Domains LLC	Oregon	100%	Membership Interest	N/A
Active Market Domains LLC	Oregon	100%	Membership Interest	N/A
Adriatic Domains LLC	Oregon	100%	Membership Interest	N/A
Aegean Domains LLC	Oregon	100%	Membership Interest	N/A
Alboran Domains LLC	Oregon	100%	Membership Interest	N/A
Alpha Beta Domains LLC	Oregon	100%	Membership Interest	N/A
Annapurna Domains LLC	Oregon	100%	Membership Interest	N/A
Aquila Domains LLC	Oregon	100%	Membership Interest	N/A
Australe Domains LLC	Oregon	100%	Membership Interest	N/A
Baker Style Domains LLC	Oregon	100%	Membership Interest	N/A
Balearic Domains LLC	Oregon	100%	Membership Interest	N/A
Big Bend Domains LLC	Oregon	100%	Membership Interest	N/A
Big Short Domains LLC	Oregon	100%	Membership Interest	N/A
Bow Line Domains LLC	Oregon	100%	Membership Interest	N/A
Broad Peak Domains LLC	Oregon	100%	Membership Interest	N/A
Bryce Canyon Domains LLC	Oregon	100%	Membership Interest	N/A
Bull Market Domains LLC	Oregon	100%	Membership Interest	N/A
Camelopardalis Domains LLC	Oregon	100%	Membership Interest	N/A
Canis Major Domains LLC	Oregon	100%	Membership Interest	N/A
Canis Minor Domains LLC	Oregon	100%	Membership Interest	N/A
Canyonlands Domains LLC	Oregon	100%	Membership Interest	N/A
Capex Domains LLC	Oregon	100%	Membership Interest	N/A
Capitol Reef Domains LLC	Oregon	100%	Membership Interest	N/A
Capricorn Domains LLC	Oregon	100%	Membership Interest	N/A
Carbon Fiber Domains LLC	Oregon	100%	Membership Interest	N/A
Carpentaria Domains LLC	Oregon	100%	Membership Interest	N/A
Caspian Domains LLC	Oregon	100%	Membership Interest	N/A
Cassiopeia Domains LLC	Oregon	100%	Membership Interest	N/A
Cathedral Peak Domains LLC	Oregon	100%	Membership Interest	N/A
Centaurus Domains LLC	Oregon	100%	Membership Interest	N/A
Chesapeake Domains LLC	Oregon	100%	Membership Interest	N/A
Circinus Domains LLC	Oregon	100%	Membership Interest	N/A
Coma Berenices Domains LLC	Oregon	100%	Membership Interest	N/A

Crater Lake Domains LLC	Oregon	100%	Membership Interest	N/A
Culebra Peak Domains LLC	Oregon	100%	Membership Interest	N/A
Cuyahoga Domains LLC	Oregon	100%	Membership Interest	N/A
Cygnus Domains LLC	Oregon	100%	Membership Interest	N/A
Deep Dig Domains LLC	Oregon	100%	Membership Interest	N/A
Delphinus Domains LLC	Oregon	100%	Membership Interest	N/A
Denali Domains LLC	Oregon	100%	Membership Interest	N/A
Diamond Blade Domains LLC	Oregon	100%	Membership Interest	N/A
Diamond Tip Domains LLC	Oregon	100%	Membership Interest	N/A
Dominion Peak Domains LLC	Oregon	100%	Membership Interest	N/A
Down Tube Domains LLC	Oregon	100%	Membership Interest	N/A
Elbrus Domains LLC	Oregon	100%	Membership Interest	N/A
English Channel Domains LLC	Oregon	100%	Membership Interest	N/A
Equuleus Domains LLC	Oregon	100%	Membership Interest	N/A
Europa Domains LLC	Oregon	100%	Membership Interest	N/A
Everglades Domains LLC	Oregon	100%	Membership Interest	N/A
Figure Eight Domains LLC	Oregon	100%	Membership Interest	N/A
Finland Gulf Domains LLC	Oregon	100%	Membership Interest	N/A
Folston Street Domains LLC	Oregon	100%	Membership Interest	N/A
Fortress Peak Domains LLC	Oregon	100%	Membership Interest	N/A
Free Mantle Domains LLC	Oregon	100%	Membership Interest	N/A
Free Range Domains LLC	Oregon	100%	Membership Interest	N/A
Fresh Powder Domains LLC	Oregon	100%	Membership Interest	N/A
Galilee Sea Domains LLC	Oregon	100%	Membership Interest	N/A
Gannett Peak Domains LLC	Oregon	100%	Membership Interest	N/A
Gasherbrum Domains LLC	Oregon	100%	Membership Interest	N/A
Glacier Bay Domains LLC	Oregon	100%	Membership Interest	N/A
Going Long Domains LLC	Oregon	100%	Membership Interest	N/A
Good Trade Domains LLC	Oregon	100%	Membership Interest	N/A
Grand Teton Domains LLC	Oregon	100%	Membership Interest	N/A
Granite Peak Domains LLC	Oregon	100%	Membership Interest	N/A
Great Basin Domains LLC	Oregon	100%	Membership Interest	N/A
Guadalupe Domains LLC	Oregon	100%	Membership Interest	N/A
Hail Mary Domains LLC	Oregon	100%	Membership Interest	N/A
Haleakala Domains LLC	Oregon	100%	Membership Interest	N/A
Holding Pattern Domains LLC	Oregon	100%	Membership Interest	N/A
Hudson Bay Domains LLC	Oregon	100%	Membership Interest	N/A
Hyndman Peak Domains LLC	Oregon	100%	Membership Interest	N/A
Indus River Domains LLC	Oregon	100%	Membership Interest	N/A
Invest Insight Domains LLC	Oregon	100%	Membership Interest	N/A
James Bay Domains LLC	Oregon	100%	Membership Interest	N/A
Java Sea Domains LLC	Oregon	100%	Membership Interest	N/A
Jet Stream Domains LLC	Oregon	100%	Membership Interest	N/A
Joshua Tree Domains LLC	Oregon	100%	Membership Interest	N/A
Just Flying Domains LLC	Oregon	100%	Membership Interest	N/A
Kangchenjunga Domains LLC	Oregon	100%	Membership Interest	N/A
Kara Strait Domains LLC	Oregon	100%	Membership Interest	N/A
Katmai Domains LLC	Oregon	100%	Membership Interest	N/A
Kilimanjaro Domains LLC	Oregon	100%	Membership Interest	N/A
Kings Canyons Domains LLC	Oregon	100%	Membership Interest	N/A
Kings Peak Domains LLC	Oregon	100%	Membership Interest	N/A
Kosciuszko Domains LLC	Oregon	100%	Membership Interest	N/A
Laccadive Domains LLC	Oregon	100%	Membership Interest	N/A

Lake Clark Domains LLC	Oregon	100%	Membership Interest	N/A
LapteV Domains LLC	Oregon	100%	Membership Interest	N/A
Left Turn Domains LLC	Oregon	100%	Membership Interest	N/A
Legend Peak Domains LLC	Oregon	100%	Membership Interest	N/A
Lhotse Domains LLC	Oregon	100%	Membership Interest	N/A
Light Speed Domains LLC	Oregon	100%	Membership Interest	N/A
Lombard Street Domains LLC	Oregon	100%	Membership Interest	N/A
Longs Peak Domains LLC	Oregon	100%	Membership Interest	N/A
Madeira Domains LLC	Oregon	100%	Membership Interest	N/A
Makalu Domains LLC	Oregon	100%	Membership Interest	N/A
Mammoth Domains LLC	Oregon	100%	Membership Interest	N/A
Maroon Bells Domains LLC	Oregon	100%	Membership Interest	N/A
Microscopium Domains LLC	Oregon	100%	Membership Interest	N/A
Mirtoon Domains LLC	Oregon	100%	Membership Interest	N/A
Monoceros Domains LLC	Oregon	100%	Membership Interest	N/A
Mount Rainier Domains LLC	Oregon	100%	Membership Interest	N/A
Mozambique Domains LLC	Oregon	100%	Membership Interest	N/A
Mt. Everest Domains LLC	Oregon	100%	Membership Interest	N/A
Mt. Shasta Domains LLC	Oregon	100%	Membership Interest	N/A
North Sea Domains LLC	Oregon	100%	Membership Interest	N/A
Norwegian Domains LLC	Oregon	100%	Membership Interest	N/A
Ophiuchus Domains LLC	Oregon	100%	Membership Interest	N/A
Paris Level Domains LLC	Oregon	100%	Membership Interest	N/A
Piscis Austrinus Domains LLC	Oregon	100%	Membership Interest	N/A
Pyxis Domains LLC	Oregon	100%	Membership Interest	N/A
Right Turn Domains LLC	Oregon	100%	Membership Interest	N/A
Rising Tide Domains LLC	Oregon	100%	Membership Interest	N/A
Saguaro Domains LLC	Oregon	100%	Membership Interest	N/A
Sand Bar Domains LLC	Oregon	100%	Membership Interest	N/A
Sao Francisco Domains LLC	Oregon	100%	Membership Interest	N/A
Sardinia Domains LLC	Oregon	100%	Membership Interest	N/A
Sequoia Domains LLC	Oregon	100%	Membership Interest	N/A
Shenandoah Domains LLC	Oregon	100%	Membership Interest	N/A
Short Sell Domains LLC	Oregon	100%	Membership Interest	N/A
Smoky Mountain Domains LLC	Oregon	100%	Membership Interest	N/A
Smooth Sailing Domains LLC	Oregon	100%	Membership Interest	N/A
Stretch Run Domains LLC	Oregon	100%	Membership Interest	N/A
Strong Allies Domains LLC	Oregon	100%	Membership Interest	N/A
Syr Darya Domains LLC	Oregon	100%	Membership Interest	N/A
Tail Wind Domains LLC	Oregon	100%	Membership Interest	N/A
Third Street Domains LLC	Oregon	100%	Membership Interest	N/A
Tiger Balm Domains LLC	Oregon	100%	Membership Interest	N/A
Tocantins Domains LLC	Oregon	100%	Membership Interest	N/A
Top Tube Domains LLC	Oregon	100%	Membership Interest	N/A
Torreys Peak Domains LLC	Oregon	100%	Membership Interest	N/A
Transatlantic Domains LLC	Oregon	100%	Membership Interest	N/A
Transocean Domains LLC	Oregon	100%	Membership Interest	N/A
Triangulum Domains LLC	Oregon	100%	Membership Interest	N/A
Tyrrhenian Domains LLC	Oregon	100%	Membership Interest	N/A
University Peak Domains LLC	Oregon	100%	Membership Interest	N/A
Ursa Major Domains LLC	Oregon	100%	Membership Interest	N/A
Ursa Minor Domains LLC	Oregon	100%	Membership Interest	N/A
Vinson Domains LLC	Oregon	100%	Membership Interest	N/A

Visayan Domains LLC	Oregon	100%	Membership Interest	N/A
Vulpecula Domains LLC	Oregon	100%	Membership Interest	N/A
West Park Avenue Domains LLC	Oregon	100%	Membership Interest	N/A
Wilson Peak Domains LLC	Oregon	100%	Membership Interest	N/A
Wrangell Domains LLC	Oregon	100%	Membership Interest	N/A
Yangtze River Domains LLC	Oregon	100%	Membership Interest	N/A
Yellowstone Domains LLC	Oregon	100%	Membership Interest	N/A
Yenisei River Domains LLC	Oregon	100%	Membership Interest	N/A
Yosemite Domains LLC	Oregon	100%	Membership Interest	N/A
Zig Zag Domains LLC	Oregon	100%	Membership Interest	N/A

Schedule 4.19
UCC Filing Jurisdictions; Intellectual Property Filings

UCC Filing Jurisdictions:

<u>Loan Party</u>	<u>Filing Office</u>
Net Sol Parent LLC	Secretary of State of the State of Delaware
Network Solutions, LLC	Secretary of State of the State of Delaware
SnapNames Web.com LLC	Secretary of State of the State of Delaware
Web.com Group, Inc.	Secretary of State of the State of Delaware
Web.com Holding Company, Inc.	Secretary of State of the State of Delaware
Yodle Web.com, Inc.	Secretary of State of the State of Delaware

Intellectual Property Filings:

1. Filing of Grant of Security Interest in Copyrights and Copyright Licenses between the Administrative Agent and Web.com Group, Inc. with the United States Copyright Office.
2. Filing of Grant of Security Interest in Copyrights and Copyright Licenses between the Administrative Agent and Network Solutions, LLC with the United States Copyright Office.
3. Filing of Grant of Security Interest in Patent Rights between the Administrative Agent and Web.com Group, Inc. with the United States Patent and Trademark Office.
4. Filing of Grant of Security Interest in Patent Rights between the Administrative Agent and Web.com Holding Company, Inc. with the United States Patent and Trademark Office.
5. Filing of Grant of Security Interest in Patent Rights between the Administrative Agent and Network Solutions, LLC with the United States Patent and Trademark Office.
6. Filing of Grant of Security Interest in Trademark Rights between the Administrative Agent and Web.com Group, Inc. with the United States Patent and Trademark Office
7. Filing of Grant of Security Interest in Patent Rights between the Administrative Agent and Yodle Web.com, Inc. with the United States Patent and Trademark Office.

8. Filing of Grant of Security Interest in Trademark Rights between the Administrative Agent and Yodle Web.com, Inc. with the United States Patent and Trademark Office.

**Schedule 7.2(g)
Existing Indebtedness**

1. The Capital Lease Obligations and purchase money Indebtedness giving rise to the Liens listed on Part B of Schedule 7.3(f) hereto.
2. Under the terms of a bank services pledge agreement between Yodle Web.com, Inc. and Silicon Valley Bank for business credit card services up to \$475,000.

Letter of Credit Number	Issuer	Beneficiary	Amount
SVBSF008999	Silicon Valley Bank	VORNADO 330 WEST 34TH STREET	\$4,000,000

**Schedule 7.3(f)
Existing Liens**

A. Register.com, Inc. has a deposit arrangement in the amount of \$1,000,000 with Verisign, Inc. The deposit arrangement is in place to cover dot com addresses issued but not yet paid for.

B. Liens represented by the following Uniform Commercial Code filings, in each case with respect to capital leases, operating leases or purchase money Indebtedness:

1. UCC Financing Statement (#20132339449) filed in the Delaware Department of State against Web.com Group, Inc. in favor of NetApp, Inc.
2. UCC Financing Statement (#20141280585) filed in the Delaware Department of State against Web.com Group, Inc. in favor of De Lage Landen Financial Services, Inc.
3. UCC Financing Statement (#20160598464) filed in the Delaware Department of State against Yodle, Inc. (n/k/a Yodle Web.com, Inc.) in favor of U.S. Bank Equipment Finance.
4. UCC Financing Statement (#201411196223708) filed in the Secretary of State of the State of New York against Yodle, Inc. (n/k/a Yodle Web.com, Inc.) in favor of Steelcase Financial Services Inc.
5. UCC Financing Statement (#110007902585) filed in the Secretary of State of the State of Texas against ProfitFuel, Inc. in favor of Wells Fargo Bank, N.A.

**Schedule 7.7(n)
Existing Investments**

Register.com, Inc. has a deposit arrangement in the amount of \$1,000,000 with VeriSign, Inc. The deposit arrangement is in place to cover dot com addresses issued but not yet paid for.

CERTIFICATION

I, David L. Brown, certify that:

1. I have reviewed this Form 10-Q of Web.com Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 4, 2017

By: _____ /s/ David L. Brown

David L. Brown
Chief Executive Officer and Chairman of the Board
(Principal Executive Officer)

CERTIFICATION

I, Kevin M. Carney, certify that:

1. I have reviewed this Form 10-Q of Web.com Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 4, 2017

By: _____

/s/ Kevin M. Carney

Kevin M. Carney
Chief Financial Officer
(Principal Financial and Accounting Officer)

CERTIFICATION

Pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. Section 1350), David L. Brown, Chief Executive Officer of Web.com Group, Inc., a Delaware corporation (the "Company") and Kevin M. Carney, Chief Financial Officer of the Company, each hereby certifies that, to the best of his knowledge:

1. The Company's quarterly report on Form 10-Q for the period ended June 30, 2017, to which this Certification is attached as Exhibit 32.1 (the "Periodic Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act, and
2. The information contained in the Period Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

IN WITNESS WHEREOF, the undersigned has set his hand hereto as of August 4, 2017 .

By: /s/ David L. Brown
David L. Brown
Chief Executive Officer and Chairman of the Board
(Principal Executive Officer)

By: /s/ Kevin M. Carney
Kevin M. Carney
Chief Financial Officer
(Principal Financial and Accounting Officer)

This certification accompanies the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Web.com Group, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.