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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 September 30, 2018

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 1-12981

AMETEK, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**14-1682544**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
1100 Cassatt Road Berwyn, Pennsylvania	**19312-1177**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (610) 647-2121

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 every Interactive Data File required to be submitted 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 such files). Yes ☒ No ☐

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

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	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 ☒

The number of shares of the registrant's common stock outstanding as of the latest practicable date was: Common Stock, $0.01 Par Value, outstanding at October 25, 2018 was 232,115,972 shares.

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

AMETEK, Inc.
Consolidated Statement of Income
(In thousands, except per share amounts)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Net sales	**$1,192,962**	$1,084,799	**$3,574,544**	$3,157,085
Cost of sales	**782,994**	722,127	**2,351,042**	2,091,720
Selling, general and administrative	**144,702**	132,634	**429,982**	388,331
Total operating expenses	**927,696**	854,761	**2,781,024**	2,480,051
Operating income	**265,266**	230,038	**793,520**	677,034
Interest expense	**(19,391)**	(24,709)	**(61,861)**	(73,777)
Other expense, net	**(945)**	(902)	**(2,684)**	(4,053)
Income before income taxes	**244,930**	204,427	**728,975**	599,204
Provision for income taxes	**53,717**	50,896	**162,562**	156,266
Net income	**$ 191,213**	$ 153,531	**$ 566,413**	$ 442,938
Basic earnings per share	**$ 0.83**	$ 0.67	**$ 2.45**	$ 1.93
Diluted earnings per share	**$ 0.82**	$ 0.66	**$ 2.43**	$ 1.91
Weighted average common shares outstanding:				
Basic shares	**231,502**	230,439	**231,227**	230,049
Diluted shares	**233,250**	232,253	**233,171**	231,615
Dividends declared and paid per share	**$ 0.14**	$ 0.09	**$ 0.42**	$ 0.27

See accompanying notes.

AMETEK, Inc.
Consolidated Statement of Comprehensive Income
(In thousands)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Total comprehensive income	**$189,089**	$185,167	**$539,385**	$522,665

See accompanying notes.

AMETEK, Inc.
Consolidated Balance Sheet
(In thousands)

	September 30, 2018 (Unaudited)	December 31, 2017
ASSETS		
Current assets:		
Cash and cash equivalents	**$ 518,721**	$ 646,300
Receivables, net	**714,929**	668,176
Inventories, net	**620,149**	540,504
Other current assets	**144,816**	79,675
Total current assets	**1,998,615**	1,934,655
Property, plant and equipment, net	**487,425**	493,296
Goodwill	**3,263,663**	3,115,619
Other intangibles, net	**2,101,554**	2,013,365
Investments and other assets	**256,786**	239,129
Total assets	**$ 8,108,043**	$ 7,796,064
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Short-term borrowings and current portion of long-term debt, net	**$ 68,722**	$ 308,123
Accounts payable	**389,130**	437,329
Customer advanced payments	**137,094**	—
Income taxes payable	**45,018**	34,660
Accrued liabilities	**329,937**	358,551
Total current liabilities	**969,901**	1,138,663
Long-term debt, net	**1,832,547**	1,866,166
Deferred income taxes	**554,044**	512,526
Other long-term liabilities	**239,642**	251,076
Total liabilities	**3,596,134**	3,768,431
Stockholders' equity:		
Common stock	**2,640**	2,631
Capital in excess of par value	**697,894**	660,894
Retained earnings	**5,474,070**	5,002,419
Accumulated other comprehensive loss	**(456,204)**	(429,176)
Treasury stock	**(1,206,491)**	(1,209,135)
Total stockholders' equity	**4,511,909**	4,027,633
Total liabilities and stockholders' equity	**$ 8,108,043**	$ 7,796,064

See accompanying notes.

AMETEK, Inc.
Condensed Consolidated Statement of Cash Flows
(In thousands)
(Unaudited)

	Nine Months Ended September 30,	
	2018	**2017**
Cash provided by (used for):		
Operating activities:		
Net income	**$ 566,413**	$ 442,938
Adjustments to reconcile net income to total operating activities:		
Depreciation and amortization	**145,907**	131,005
Deferred income taxes	**(5,574)**	20,492
Share-based compensation expense	**20,100**	19,689
Gain on sale of facilities	**—**	(1,133)
Net change in assets and liabilities, net of acquisitions	**(89,877)**	19,221
Pension contributions	**(2,194)**	(52,493)
Other, net	**(5,420)**	675
Total operating activities	**629,355**	580,394
Investing activities:		
Additions to property, plant and equipment	**(47,488)**	(45,630)
Purchases of businesses, net of cash acquired	**(376,248)**	(518,634)
Proceeds from sale of facilities	**717**	2,239
Other, net	**(1,234)**	(400)
Total investing activities	**(424,253)**	(562,425)
Financing activities:		
Net change in short-term borrowings	**921**	(9,601)
Repayments of long-term borrowings	**(240,000)**	—
Repurchases of common stock	**(4,034)**	(6,730)
Cash dividends paid	**(97,027)**	(62,003)
Proceeds from stock option exercises	**28,661**	35,345
Other, net	**(5,749)**	—
Total financing activities	**(317,228)**	(42,989)
Effect of exchange rate changes on cash and cash equivalents	**(15,453)**	44,176
(Decrease) increase in cash and cash equivalents	**(127,579)**	19,156
Cash and cash equivalents:		
Beginning of period	646,300	717,259
End of period	**$ 518,721**	$ 736,415

See accompanying notes.

AMETEK, Inc.
Notes to Consolidated Financial Statements
September 30, 2018
(Unaudited)

1. Basis of Presentation

The accompanying consolidated financial statements are unaudited. AMETEK, Inc. (the "Company") believes that all adjustments (which primarily consist of normal recurring accruals) necessary for a fair presentation of the consolidated financial position of the Company at September 30, 2018, the consolidated results of its operations for the three and nine months ended September 30, 2018 and 2017 and its cash flows for the nine months ended September 30, 2018 and 2017 have been included. Quarterly results of operations are not necessarily indicative of results for the full year. The accompanying consolidated financial statements should be read in conjunction with the audited consolidated financial statements and related notes presented in the Company's Annual Report on Form 10-K for the year ended December 31, 2017 as filed with the U.S. Securities and Exchange Commission.

As discussed below in Note 2, effective January 1, 2018, the Company adopted the requirements of Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") No. 2014-09 (Topic 606), *Revenue from Contracts with Customers* ("ASU 2014-09") using the modified retrospective method. Also, effective January 1, 2018, the Company retrospectively adopted ASU No. 2017-07, *Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost* ("ASU 2017-07"). All amounts and disclosures set forth in this Form 10-Q reflect these changes.

2. Recent Accounting Pronouncements

In May 2014, the FASB issued ASU 2014-09 and modified the standard thereafter within Accounting Standards Codification ("ASC") Topic 606, *Revenue from Contracts with Customers* ("ASC 606"). The objective of ASU 2014-09 is to establish a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers and supersedes most of the existing revenue recognition guidance. The Company adopted ASU 2014-09 effective January 1, 2018 using the modified retrospective method. The adoption of ASU 2014-09 did not have a significant impact on the Company's consolidated results of operations, financial position and cash flows. See Note 3.

In February 2016, the FASB issued ASU No. 2016-02, *Leases* ("ASU 2016-02") and modified the standard in July 2018 with ASU No. 2018-11, *Leases* ("ASU 2018-11"). The new standard establishes a right-of-use model that requires a lessee to record a right-of-use asset and a lease liability on the balance sheet for all leases with terms longer than twelve months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. ASU 2016-02 is effective for interim and annual reporting periods beginning after December 15, 2018 and early adoption is permitted. ASU 2016-02 and ASU 2018-11 include transitional guidance, that allows for a modified retrospective approach or a modified retrospective approach with "optional transition relief." The Company has formed a steering committee and the Company's implementation project, which began in the second quarter of 2018, has moved from the initial assessment and design phase to the quantification phase. The Company is in the process of implementing the appropriate changes to its business processes and controls to support recognition and disclosure under ASU 2016-02. The Company has not determined the impact ASU 2016-02 may have on the Company's consolidated results of operations, financial position, cash flows and financial statement disclosures, which could be significant to the Company's financial position.

In January 2017, the FASB issued ASU No. 2017-01, *Clarifying the Definition of a Business* ("ASU 2017-01"). ASU 2017-01 provides a more robust framework to use in determining when a set of assets and activities is a business. ASU 2017-01 requires an entity to evaluate if substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or a group of similar identifiable assets; if so, the set of assets is not a business. ASU 2017-01 requires that, to be a business, the set must include, at a minimum, an input and a substantive process that together significantly contribute to the ability to create outputs. The Company prospectively adopted ASU 2017-01 effective January 1, 2018 and the adoption did not have a significant impact on the Company's consolidated results of operations, financial position, cash flows and financial statement disclosures.

In March 2017, the FASB issued ASU 2017-07, which changes how employers that sponsor defined benefit pension and/or other postretirement benefit plans present the net periodic benefit cost in the income statement. ASU 2017-07 requires employers to present the service cost component of net periodic benefit cost in the same income statement line item as other employee compensation costs. All other components of the net periodic benefit cost will be presented outside of operating income. The Company retrospectively adopted ASU 2017-07 effective January 1, 2018. For the three and nine months ended September 30, 2017, the consolidated statement of income was restated to increase Cost of sales by $2.4 million and $7.3 million, increase Selling, general and administrative expenses by $0.4 million and $1.2 million, and decrease Other expense, net by $2.8 million and $8.5 million, respectively, for net periodic benefit income components other than service cost. For the three and nine months ended September 30, 2017, the $2.8 million and $8.5 million, respectively, of net periodic benefit income components other than service cost were originally reported in operating income as follows: $1.5 million and $4.4 million in Electronic Instruments ("EIG"), $0.9 million and $2.9 million in Electromechanical ("EMG"), and $0.4 million and $1.2 million in Corporate administrative expense, respectively. The adoption of ASU 2017-07 did not have a significant impact on the Company's consolidated results of operations, financial position, cash flows and financial statement disclosures.

In May 2017, the FASB issued ASU No. 2017-09, *Scope of Modification Accounting* ("ASU 2017-09"). ASU 2017-09 clarifies which changes to the terms or conditions of a share-based payment award require an entity to apply modification accounting. The Company prospectively adopted ASU 2017-09 effective January 1, 2018 and the adoption did not have a significant impact on the Company's consolidated results of operations, financial position, cash flows and financial statement disclosures.

In August 2018, the FASB issued ASU No. 2018-13, *Fair Value Measurement* ("ASU 2018-13"), which changes the fair value measurement disclosure requirements of ASC Topic 820, *Fair Value Measurement* ("ASC 820"), by eliminating, modifying and adding to those requirements. ASU 2018-13 also modifies the disclosure objective paragraphs of ASC 820 to eliminate (1) "at a minimum" from the phrase "an entity shall disclose at a minimum" and (2) other similar "open ended" disclosure requirements to promote the appropriate exercise of discretion by entities. ASU 2018-13 is effective for fiscal years beginning after December 15, 2019, including interim periods therein. Early adoption is permitted upon issuance of this ASU. The Company has not determined the impact ASU 2018-13 may have on the Company's consolidated financial statement disclosures.

In August 2018, the FASB issued ASU No. 2018-14, *Compensation–Retirement Benefits–Defined Benefit Plans–General* ("ASU 2018-14"), which changes the disclosure requirements of ASC Topic 715, *Compensation – Retirement Benefits*, by eliminating, modifying and adding to those requirements. ASU 2018-14 is effective for fiscal years beginning after December 15, 2020. Early adoption is permitted and the amendments in this ASU should be applied on a retrospective basis to all periods presented. The Company has not determined the impact ASU 2018-14 may have on the Company's consolidated financial statement disclosures.

In August 2018, the FASB issued ASU No. 2018-15, *Intangibles–Goodwill and Other–Internal-Use Software* ("ASU 2018-15"), that requires implementation costs incurred by customers in cloud computing arrangements to be deferred and recognized over the term of the arrangement, if those costs would be capitalized by the customer in a software licensing arrangement under the internal-use software guidance in ASC Topic 350, *Intangibles–Goodwill and Other*. ASU 2018-15 requires a customer to disclose the nature of its hosting arrangements that are service contracts and provide disclosures as if the deferred implementation costs were a separate, major depreciable asset class. ASU 2018-15 is effective for interim and annual periods beginning after December 15, 2019. Early adoption is permitted. The Company has not determined the impact ASU 2018-15 may have on the Company's consolidated results of operations, financial position, cash flows and financial statement disclosures.

3. Revenues

As discussed in Note 2, the Company adopted ASC 606 as of January 1, 2018 using the modified retrospective method. The cumulative adjustment made to the January 1, 2018 consolidated balance sheet for the adoption of ASC 606 was to increase Retained earnings by $4.2 million, increase Total assets by $7.9 million and increase Total liabilities by $3.7 million. For the three and nine months ended September 30, 2018, the effect of the changes in all financial statement line items impacted by ASC 606 was immaterial from the amount that would have been reported under the previous guidance. Updated disclosure of the Company's significant accounting policy regarding revenue recognition is included in Part I, Item 2 Management's Discussion and Analysis of Financial Condition and Results of Operations of this Quarterly Report on Form 10-Q.

Revenue is derived from sales of products and services. The Company's products and services are marketed and sold worldwide through two operating groups: EIG and EMG.

EIG manufactures advanced instruments for the process, power and industrial, and aerospace markets. It provides process and analytical instruments for the oil and gas, petrochemical, pharmaceutical, semiconductor, automation, and food and beverage industries. EIG also provides instruments to the laboratory equipment, ultraprecision manufacturing, medical, and test and measurement markets. It makes power quality monitoring and metering devices, uninterruptible power supplies, programmable power equipment, electromagnetic compatibility test equipment and gas turbines sensors. EIG also provides dashboard instruments for heavy trucks and other vehicles, as well as instrumentation and controls for the food and beverage industries. It supplies the aerospace industry with aircraft and engine sensors, monitoring systems, power supplies, fuel and fluid measurement systems, and data acquisition systems.

EMG is a differentiated supplier of automation solutions, thermal management systems, specialty metals and electrical interconnects. It manufactures highly engineered electrical connectors and electronic packaging used to protect sensitive electronic devices. EMG also makes precision motion control products for data storage, medical devices, business equipment, automation and other applications. It supplies high-purity powdered metals, strip and foil, specialty clad metals and metal matrix composites. EMG also manufactures motors used in commercial appliances, fitness equipment, food and beverage machines, hydraulic pumps and industrial blowers. It produces motor-blower systems and heat exchangers used in thermal management and other applications on a variety of military and commercial aircraft and military ground vehicles. EMG also operates a global network of aviation maintenance, repair and overhaul facilities.

The majority of the Company's revenues on product sales are recognized at a point in time when the customer obtains control of the product. The transfer in control of the product to the customer is typically evidenced by one or more of the following: the customer having legal title to the product, the Company's present right to payment, the customer's physical possession of the product, the customer accepting the product, or the customer has the benefits of ownership or risk of loss. Legal title transfers to the customer in accordance with the delivery terms of the order, usually upon shipment, which is the point that control transfers. For a small percentage of sales where title and risk of loss transfers at the point of delivery, the Company recognizes revenue upon delivery to the customer, which is the point that control transfers, assuming all other criteria for revenue recognition are met.

Under ASC 606, the Company determined that revenues from certain of its customer contracts met the criteria of satisfying its performance obligations over time, primarily in the areas of the manufacture of custom-made equipment and for service repairs of customer-owned equipment. Prior to the adoption of the new standard, these revenues were recorded upon shipment or, in the case of those sales where title and risk of loss passes at the point of delivery, the Company recognized revenue upon delivery to the customer. Recognizing revenue over time for custom-manufactured equipment is based on the Company's judgment that, in certain contracts, the product does not have an alternative use and the Company has an enforceable right to payment for performance completed to date. This change in revenue recognition accelerated the revenue recognition and costs on the impacted contracts.

Applying the practical expedient available under ASC 606, the Company recognizes incremental cost of obtaining contracts as an expense when incurred if the amortization period of the assets that the Company would have otherwise recognized is one year or less. These costs are included in Selling, general and administrative expenses in the consolidated statement of income.

Revenues associated with repairs of customer-owned assets were previously recorded upon completion and shipment of the repaired equipment to the customer. Under ASC 606, if the Company's performance enhances an asset that the customer controls as the asset is enhanced, revenue must be recognized over time. The revenue associated with the repair of a customer-owned asset meets this criterion.

The determination of the revenue to be recognized in a given period for performance obligations satisfied over time is based on the input method. The Company recognizes revenue over time as it performs on these contracts because the transfer of control to the customer occurs over time. Revenue is recognized based on the extent of progress towards completion of the performance obligation. The Company generally uses the total cost-to-cost input method of progress because it best depicts the transfer of control to the customer that occurs as costs are incurred. Under the cost-to-cost method, the extent of progress towards completion is measured based on the proportion of costs incurred to date to the total estimated costs at completion of the performance obligation. On certain contracts, labor hours is used as the measure of progress when it is determined to be a better depiction of the transfer of control to the customer due to the timing and pattern of labor hours incurred.

Performance obligations also include post-delivery service, installation and training. Post-delivery service revenues are recognized over the contract term. Installation and training revenues are recognized over the period the service is provided. Warranty terms in customer contracts can also be considered separate performance obligations if the warranty provides services beyond assurance that a product complies with agreed-upon specification or if a warranty can be purchased separately. The Company does not incur significant obligations for customer returns and refunds.

Payment terms generally begin upon shipment of the product. The Company does have contracts with multiple billing terms that are all due within one year from when the product is delivered. No significant financing component exists. Payment terms are generally 30-60 days from the time of shipment or customer acceptance, but terms can be shorter or longer. For customer contracts that have revenue recognized over time, revenue is generally recognized prior to a payment being due from the customer. In such cases, the Company recognizes a contract asset at the time the revenue is recognized. When payment becomes due based on the contract terms, the Company reduces the contract asset and records a receivable. In contracts with billing milestones or in other instances with a long production cycle or concerns about credit, customer advance payments are received. The Company may receive a payment in excess of revenue recognized to that date. In these circumstances, a contract liability is recorded.

The outstanding contract asset and (liability) accounts were as follows:

	Nine Months Ended September 30, 2018	
	Contract Assets	Customer Advanced Payments
	(In thousands)	
Balance at September 30, 2018	$ 60,037	$(145,247)
Revenues recognized during the period from:		
Amounts in Customer advanced payments		290,010
Performance obligations satisfied	183,930	
Transferred to Receivables from contract assets at the beginning of the period	(166,391)	
Increase related to acquired businesses	9,679	(840)
Increase due to cash received		(320,030)

Contract assets are reported as a component of Other current assets in the consolidated balance sheet. At September 30, 2018, $8.2 million of customer advanced payments were recorded in Other long-term liabilities in the consolidated balance sheet. In conjunction with the January 1, 2018 adoption of ASC 606, in the consolidated balance sheet, approximately $14 million was reclassified to contract assets that was previously reported in Other current assets at December 31, 2017. Also, at January 1, 2018, in the consolidated balance sheet, approximately $114 million was reclassified to Customer advanced payments that was previously reported in Accounts payable of approximately $76 million, Accrued liabilities of approximately $26 million and other of approximately $12 million at December 31, 2017.

The Company applied the practical expedient to exclude the value of remaining performance obligations for contracts with an original expected term of one year or less. Remaining performance obligations exceeding one year as of September 30, 2018 were $176.5 million. Remaining performance obligations represent the transaction price of firm, noncancelable orders, with expected delivery dates to customers greater than one year from September 30, 2018, for which work has not been performed.

The Company has certain contracts with variable consideration in the form of volume discounts, rebates and early payment options, which may affect the transaction price used as the basis for revenue recognition. In these contracts, the amount of the variable consideration is not considered constrained and is allocated among the various performance obligations in the customer contract based on the relative standalone selling price of each performance obligation to the total standalone value of all the performance obligations.

Geographic Areas

Information about the Company's operations in different geographic areas is shown below. Net sales were attributed to geographic areas based on the location of the customer.

	Three Months Ended September 30, 2018			Nine Months Ended September 30, 2018		
	EIG	EMG	Total	EIG	EMG	Total
	(In thousands)					
United States	$358,335	$237,831	$ 596,166	$1,044,971	$ 710,630	$1,755,601
International:						
United Kingdom	17,646	33,364	51,010	46,974	101,913	148,887
European Union countries	93,248	97,595	190,843	281,328	303,994	585,322
Asia	193,986	51,136	245,122	576,640	157,634	734,274
Other foreign countries	78,826	30,995	109,821	253,012	97,448	350,460
Total international	383,706	213,090	596,796	1,157,954	660,989	1,818,943
Consolidated net sales	$742,041	$450,921	$1,192,962	$2,202,925	$1,371,619	$3,574,544

Major Products and Services

The Company's major products and services in the reportable segments were as follows:

	Three Months Ended September 30, 2018			Nine Months Ended September 30, 2018		
	EIG	EMG	Total	EIG	EMG	Total
	(In thousands)					
Process and analytical instrumentation	$514,513	$ —	$ 514,513	$1,530,004	$ —	$1,530,004
Aerospace and Power	227,528	112,578	340,106	672,921	334,638	1,007,559
Electromechanical devices	—	338,343	338,343	—	1,036,981	1,036,981
Consolidated net sales	$742,041	$450,921	$1,192,962	$2,202,925	$1,371,619	$3,574,544

Timing of Revenue Recognition

The Company's timing of revenue recognition was as follows:

	Three Months Ended September 30, 2018			Nine Months Ended September 30, 2018		
	EIG	EMG	Total	EIG	EMG	Total
	(In thousands)					
Products transferred at a point in time	$620,221	$414,666	$1,034,887	$1,848,828	$1,281,378	$3,130,206
Products and services transferred over time	121,820	36,255	158,075	354,097	90,241	444,338
Consolidated net sales	$742,041	$450,921	$1,192,962	$2,202,925	$1,371,619	$3,574,544

Reportable Segments

The Company's operating segments are identified based on the existence of segment managers. Certain of the Company's operating segments have been aggregated for segment reporting purposes primarily on the basis of product type, production processes, distribution methods and similarity of economic characteristics.

At September 30, 2018, there were no significant changes in identifiable assets of reportable segments from the amounts disclosed at December 31, 2017, other than those described in the acquisitions footnote (Note 9), nor were there any significant changes in the basis of segmentation or in the measurement of segment operating results. Operating information relating to the Company's reportable segments for the three and nine months ended September 30, 2018 and 2017 can be found in the table included in Part I, Item 2 Management's Discussion and Analysis of Financial Condition and Results of Operations of this Quarterly Report on Form 10-Q.

Product Warranties

The Company provides limited warranties in connection with the sale of its products. The warranty periods for products sold vary among the Company's operations, but generally do not exceed one year. The Company calculates its warranty expense provision based on its historical warranty experience and adjustments are made periodically to reflect actual warranty expenses. Product warranty obligations are reported as a component of Accrued liabilities in the consolidated balance sheet.

Changes in the accrued product warranty obligation were as follows:

	Nine Months Ended September 30,	
	2018	2017
	(In thousands)	
Balance at the beginning of the period	$22,872	$ 22,007
Accruals for warranties issued during the period	**8,166**	12,235
Settlements made during the period	**(9,477)**	(13,690)
Warranty accruals related to acquired businesses and other during the period	**1,261**	2,372
Balance at the end of the period	**$22,822**	$ 22,924

4. Earnings Per Share

The calculation of basic earnings per share is based on the weighted average number of common shares considered outstanding during the periods. The calculation of diluted earnings per share reflects the effect of all potentially dilutive securities (principally outstanding stock options and restricted stock grants). The number of weighted average shares used in the calculation of basic earnings per share and diluted earnings per share was as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
	(In thousands)			
Weighted average shares:				
Basic shares	**231,502**	230,439	**231,227**	230,049
Equity-based compensation plans	**1,748**	1,814	**1,944**	1,566
Diluted shares	**233,250**	232,253	**233,171**	231,615

5. Accumulated Other Comprehensive Income (Loss)

The components of accumulated other comprehensive income (loss) consisted of the following:

	Three Months Ended September 30, 2018			Three Months Ended September 30, 2017		
	Foreign Currency Items and Other	Defined Benefit Pension Plans	Total	Foreign Currency Items and Other	Defined Benefit Pension Plans	Total
	(In thousands)					
Balance at the beginning of the period	$(281,175)	$(172,905)	$(454,080)	$(294,922)	$(199,376)	$(494,298)
Other comprehensive income (loss) before reclassifications:						
Translation adjustments	**(7,771)**	**—**	**(7,771)**	37,642	—	37,642
Change in long-term intercompany notes	**(1,707)**	**—**	**(1,707)**	12,035	—	12,035
Net investment hedge instruments	**6,770**	**—**	**6,770**	(32,422)	—	(32,422)
Gross amounts reclassified from accumulated other comprehensive income (loss)	**—**	**2,952**	**2,952**	—	3,512	3,512
Income tax benefit (expense)	**(1,649)**	**(719)**	**(2,368)**	12,190	(1,321)	10,869
Other comprehensive income (loss), net of tax	**(4,357)**	**2,233**	**(2,124)**	29,445	2,191	31,636
Balance at the end of the period	**$(285,532)**	**$(170,672)**	**$(456,204)**	$(265,477)	$(197,185)	$(462,662)

	Nine Months Ended September 30, 2018			Nine Months Ended September 30, 2017		
	Foreign Currency Items and Other	Defined Benefit Pension Plans	Total	Foreign Currency Items and Other	Defined Benefit Pension Plans	Total
	(In thousands)					
Balance at the beginning of the period	$(251,805)	$(177,371)	$(429,176)	$(338,631)	$(203,758)	$(542,389)
Other comprehensive income (loss) before reclassifications:						
Translation adjustments	**(48,407)**	**—**	**(48,407)**	101,846	—	101,846
Change in long-term intercompany notes	**(11,009)**	**—**	**(11,009)**	30,727	—	30,727
Net investment hedge instruments	**33,963**	**—**	**33,963**	(95,311)	—	(95,311)
Gross amounts reclassified from accumulated other comprehensive income (loss)	**—**	**8,856**	**8,856**	—	10,536	10,536
Income tax benefit (expense)	**(8,274)**	**(2,157)**	**(10,431)**	35,892	(3,963)	31,929
Other comprehensive income (loss), net of tax	**(33,727)**	**6,699**	**(27,028)**	73,154	6,573	79,727
Balance at the end of the period	**$(285,532)**	**$(170,672)**	**$(456,204)**	$(265,477)	$(197,185)	$(462,662)

Reclassifications for the amortization of defined benefit pension plans are included in Other expense, net in the consolidated statement of income. See Note 14 for further details.

6. Fair Value Measurements

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. See Note 9 for discussion of acquisition date fair value of contingent payment liability.

The Company utilizes a valuation hierarchy for disclosure of the inputs to the valuations used to measure fair value. This hierarchy prioritizes the inputs into three broad levels as follows. Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities. Level 2 inputs are quoted prices for similar assets and liabilities in active markets or inputs that are observable for the asset or liability, either directly or indirectly through market corroboration, for substantially the full term of the financial instrument. Level 3 inputs are unobservable inputs based on the Company's own assumptions used to measure assets and liabilities at fair value. A financial asset or liability's classification within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement.

The following table provides the Company's assets that are measured at fair value on a recurring basis, consistent with the fair value hierarchy, at September 30, 2018 and December 31, 2017:

	September 30, 2018 Fair Value	December 31, 2017 Fair Value
	(In thousands)	
Fixed-income investments	**$ 7,880**	$ 8,060

The fair value of fixed-income investments, which are valued as level 1 investments, was based on quoted market prices. The fixed-income investments are shown as a component of long-term assets in the consolidated balance sheet.

For the nine months ended September 30, 2018 and 2017, gains and losses on the investments noted above were not significant. No transfers between level 1 and level 2 investments occurred during the nine months ended September 30, 2018 and 2017.

Financial Instruments

Cash, cash equivalents and fixed-income investments are recorded at fair value at September 30, 2018 and December 31, 2017 in the accompanying consolidated balance sheet.

The following table provides the estimated fair values of the Company's financial instrument liabilities, for which fair value is measured for disclosure purposes only, compared to the recorded amounts at September 30, 2018 and December 31, 2017:

	September 30, 2018		December 31, 2017	
	Recorded Amount	Fair Value	Recorded Amount	Fair Value
	(In thousands)			
Long-term debt, net (including current portion)	**$**(1,901,269)	**$(1,879,074)**	$(2,174,289)	$(2,210,466)

The fair value of short-term borrowings, net approximates the carrying value. Short-term borrowings, net are valued as level 2 liabilities as they are corroborated by observable market data. The Company's long-term debt, net is all privately held with no public market for this debt, therefore, the fair value of long-term debt, net was computed based on comparable current market data for similar debt instruments and is considered to be a level 3 liability.

Foreign Currency

At September 30, 2018, the Company had no forward contracts outstanding. At December 31, 2017, the Company had a Canadian dollar forward contract for a total notional value of 83.0 million Canadian dollars ($1.5 million fair value unrealized gain at December 31, 2017) outstanding. For the three and nine months ended September 30, 2018, realized gains and losses on foreign currency forward contracts were not significant. The Company does not typically designate its foreign currency forward contracts as accounting hedges.

7. Hedging Activities

The Company has designated certain foreign-currency-denominated long-term borrowings as hedges of the net investment in certain foreign operations. As of September 30, 2018, these net investment hedges included British-pound-and Euro-denominated long-term debt. These borrowings were designed to create net investment hedges in each of the designated foreign subsidiaries. The Company designated the British-pound- and Euro-denominated loans referred to above as hedging instruments to offset translation gains or losses on the net investment due to changes in the British pound and Euro exchange rates. These net investment hedges are evidenced by management's contemporaneous documentation supporting the hedge designation. Any gain or loss on the hedging instruments (the debt) following hedge designation is reported in accumulated other comprehensive income in the same manner as the translation adjustment on the hedged investment based on changes in the spot rate, which is used to measure hedge effectiveness.

At September 30, 2018, the Company had $398.2 million of British-pound-denominated loans, which were designated as a hedge against the net investment in British pound functional currency foreign subsidiaries. At September 30, 2018, the Company had $581.3 million in Euro-denominated loans, which were designated as a hedge against the net investment in Euro functional currency foreign subsidiaries. As a result of the British-pound- and Euro-denominated loans being designated and 100% effective as net investment hedges, $34.0 million of pre-tax currency remeasurement gains have been included in the foreign currency translation component of other comprehensive income for the nine months ended September 30, 2018.

8. Inventories, net

	September 30, 2018	December 31, 2017
	(In thousands)	
Finished goods and parts	**$ 93,226**	$ 84,789
Work in process	**133,316**	107,362
Raw materials and purchased parts	**393,607**	348,353
Total inventories, net	**$ 620,149**	$ 540,504

9. Acquisitions

The Company spent $376.2 million in cash, net of cash acquired, to acquire FMH Aerospace ("FMH") in January 2018, SoundCom Systems ("SoundCom") in April 2018 and Motec GmbH in June 2018. FMH is a provider of complex, highly-engineered solutions for the aerospace, defense and space industries. SoundCom provides design, integration, installation and support of clinical workflow and communication systems for healthcare facilities, educational institutions and corporations. SoundCom also serves as a value-added reseller for Rauland-Borg Corporation ("Rauland") in the Midwest portion of the United States. Motec is a provider of integrated vision systems serving the high growth mobile machine vision market. Motec's ruggedized vision products and integrated software solutions provide customers with improved operational efficiency and enhanced safety across a variety of critical mobile machine applications in transportation, agriculture, logistics and construction. FMH is part of EMG. SoundCom and Motec are part of EIG.

The following table represents the preliminary allocation of the purchase price for the net assets of the 2018 acquisitions based on their estimated fair values at acquisition (in millions):

Property, plant and equipment	**$ 15.2**
Goodwill	**172.2**
Other intangible assets	**182.9**
Long-term liabilities	**(0.9)**
Deferred income taxes	**(38.4)**
Net working capital and other(1)	**45.2**
Total cash paid	**$376.2**

(1) Includes $19.0 million in accounts receivable, whose fair value, contractual cash flows and expected cash flows are approximately equal.

The amount allocated to goodwill is reflective of the benefits the Company expects to realize from the 2018 acquisitions as follows: FMH's products and solutions further broaden the Company's differentiated product offerings in the aerospace and defense markets. SoundCom expands Rauland's presence in the healthcare and education markets in the Midwest while providing customers with expanded value-added solutions and services. Motec's vision systems complement the Company's existing instrumentation businesses by expanding its portfolio of solutions to its customers. The Company expects approximately $75 million of the goodwill recorded relating to the 2018 acquisitions will be tax deductible in future years.

At September 30, 2018, the purchase price allocated to other intangible assets of $182.9 million consists of $31.9 million of indefinite-lived intangible trade names, which are not subject to amortization. The remaining $151.0 million of other intangible assets consists of $116.5 million of customer relationships, which are being amortized over a period of 18 to 20 years, and $34.5 million of purchased technology, which is being amortized over a period of ten to 18 years. Amortization expense for each of the next five years for the 2018 acquisitions is expected to approximate $9 million per year.

The Company is in the process of finalizing the measurement of certain tangible and intangible assets and liabilities for its 2018 acquisitions including inventory, property, plant and equipment, goodwill, trade names, customer relationships and purchased technology and the accounting for income taxes.

The 2018 acquisitions had an immaterial impact on reported net sales, net income and diluted earnings per share for the three and nine months ended September 30, 2018. Had the 2018 acquisitions been made at the beginning of 2018 or 2017, unaudited pro forma net sales, net income and diluted earnings per share for the three and nine months ended September 30, 2018 and 2017, respectively, would not have been materially different than the amounts reported.

In February 2017, the Company acquired Rauland. The Rauland acquisition included a potential $30 million contingent payment due upon Rauland achieving a certain cumulative revenue target over the period October 1, 2016 to September 30, 2018. At the acquisition date, the estimated fair value of the contingent payment liability was $25.5 million, which was based on a probabilistic approach using level 3 inputs. At September 30, 2018, Rauland achieved the target. At June 30, 2018, the estimated fair value of the contingent payment liability was increased to $30.0 million. The $30.0 million contingent payment is expected to be made in the fourth quarter of 2018.

Acquisitions Subsequent to September 30, 2018

In October 2018, the Company acquired Telular Corporation and Forza Silicon Corporation ("Forza") for approximately $565 million in cash. Telular has annual sales of approximately $165 million. Telular is a leading provider of communication solutions for logistics management, tank monitoring and security applications. Forza has annual sales of approximately $20 million. Forza is a leader in the design and production of high-performance imaging sensors used in medical, defense and industrial applications. Telular and Forza will join EIG.

10. Goodwill

The changes in the carrying amounts of goodwill by segment were as follows:

	EIG	EMG	Total
		(In millions)	
Balance at December 31, 2017	$2,077.0	$1,038.6	$3,115.6
Goodwill acquired	**62.4**	**109.8**	**172.2**
Purchase price allocation adjustments and other	**(1.6)**	**—**	**(1.6)**
Foreign currency translation adjustments	**(11.0)**	**(11.5)**	**(22.5)**
Balance at September 30, 2018	**$2,126.8**	**$1,136.9**	**$3,263.7**

11. Income Taxes

At September 30, 2018, the Company had gross unrecognized tax benefits of $70.9 million, of which $57.0 million, if recognized, would impact the effective tax rate.

The following is a reconciliation of the liability for uncertain tax positions (in millions):

Balance at December 31, 2017	$ 60.3
Additions for tax positions	**26.7**
Reductions for tax positions	**(16.1)**
Balance at September 30, 2018	**$ 70.9**

Additions for tax positions were primarily driven by a change in measurement of a prior year tax position stemming from the planned implementation of prospective tax planning. Reductions for tax positions were primarily driven by the final closure of the 2014 tax year with no examination. See effective tax rate discussion below for further details.

The Company recognizes interest and penalties accrued related to uncertain tax positions in income tax expense. The amounts recognized in income tax expense for interest and penalties during the three and nine months ended September 30, 2018 and 2017 were not significant.

The effective tax rate for the three months ended September 30, 2018 was 21.9%, compared with 24.9% for the three months ended September 30, 2017. The effective tax rate for the nine months ended September 30, 2018 was 22.3%, compared with 26.1% for the nine months ended September 30, 2017. The three and nine months ended September 30, 2018 effective tax rates primarily reflect the impact of the recently enacted U.S. Tax Cuts and Jobs Act (the "Tax Act") including the reduction of the U.S. corporate income tax rate and the current impact of the global intangible low-taxed income ("GILTI") and the foreign-derived intangible income ("FDII") provisions, as well as a $16.0 million net tax expense for a change in measurement of a prior year uncertain tax position stemming from the planned implementation of prospective tax planning. The third quarter of 2018 and 2017 effective tax rates also reflect the release of uncertain tax position liabilities primarily relating to statute expirations for U.S. Federal and State jurisdictions totaling $11.4 million and $8.1 million, respectively.

In the fourth quarter of 2017, the Company recorded a net benefit of $91.6 million in the consolidated statement of income as a component of Provision for income taxes related to the impact of the Tax Act. The $91.6 million net benefit consisted of a $185.8 million benefit resulting from the remeasurement of the Company's net deferred tax liabilities in the U.S. based on the new lower corporate income tax rate and $94.2 million expense mostly relating to the one-time mandatory tax on previously deferred earnings of certain non-U.S. subsidiaries that are owned either wholly or partially by a U.S. subsidiary of the Company as discussed further below.

Although the $91.6 million net benefit represents what the Company believes is a reasonable estimate of the impact of the income tax effects of the Tax Act on the Company's consolidated financial statements as of December 31, 2017, it should be considered provisional. As of September 30, 2018, the Company has not materially changed its estimate of the December 31, 2017 impact of the income tax effects of the Tax Act. As additional guidance from the U.S. Department of Treasury is provided, the Company may need to adjust the provisional amounts after it finalizes the 2017 U.S. tax return and is able to conclude whether any further adjustments are required to its U.S. portion of net deferred tax liability of $390.4 million as of December 31, 2017, as well as to the liability associated with the one-time mandatory tax. The currently recorded amounts include a variety of estimates of taxable earnings and profits, estimated taxable foreign cash balances, differences between U.S. GAAP and U.S. tax principles and interpretations of many aspects of the Tax Act that may, if changed, impact the final amounts. Any adjustments to these provisional amounts will be reported as a component of Provision for income taxes in the reporting period in which any such adjustments are determined, which will be no later than the fourth quarter of 2018. As of September 30, 2018, the Company is still evaluating the potential future impact of GILTI and has not provided any provisional deferred tax liability for it. Under U.S. GAAP, the Company is permitted to make an accounting policy election to either treat taxes due on future inclusions in the U.S. taxable income related to GILTI as a current period expense when incurred or to factor such amounts into the Company's measurement of its deferred taxes. Due to the ongoing evaluation, the Company has not yet made the accounting policy decision as of September 30, 2018.

12. Debt

In the third quarter of 2018, the Company paid in full, at maturity, $80 million in aggregate principal amount of 6.35% private placement senior notes and $160 million in aggregate principal amount of 7.08% private placement senior notes.

In October 2018, the Company along with certain of its foreign subsidiaries amended and restated its credit agreement dated as of September 22, 2011, as amended and restated as of March 10, 2016 (the "Credit Agreement"). The Credit Agreement amends and restates the Company's existing $850 million revolving credit facility, which was due to expire in March 2021. The Credit Agreement consists of a five-year revolving credit facility in an aggregate principal amount of $1.5 billion with a final maturity date in October 2023. The revolving credit facility total borrowing capacity excludes an accordion feature that permits the Company to request up to an additional $500 million in revolving credit commitments at any time during the life of the Credit Agreement under certain conditions. The Credit Agreement places certain restrictions on allowable additional indebtedness. At October 31, 2018, the Company had available borrowing capacity of $1.7 billion under its revolving credit facility, including the $500 million accordion feature.

13. Share-Based Compensation

Under the terms of the Company's stockholder-approved share-based plans, performance restricted stock units ("PRSUs"), incentive and non-qualified stock options and restricted stock have been, and may be, issued to the Company's officers, management-level employees and members of its Board of Directors. Stock options granted prior to 2018 generally vest at a rate of one-fourth on each of the first four anniversaries of the grant date and have a maximum contractual term of seven years. Beginning in 2018, stock options granted generally vest at a rate of one-third on each of the first three anniversaries of the grant date and have a maximum contractual term of ten years. Restricted stock granted to employees prior to 2018 generally vests four years after the grant date (cliff vesting) and is subject to accelerated vesting due to certain events, including doubling of the grant price of the Company's common stock as of the close of business during any five consecutive trading days. Beginning in 2018, restricted stock granted to employees generally vests one-third on each of the first three anniversaries of the grant date. Restricted stock granted to non-employee directors generally vests two years after the grant date (cliff vesting) and is subject to accelerated vesting due to certain events, including doubling of the grant price of the Company's common stock as of the close of business during any five consecutive trading days.

In March 2018, the Company granted PRSUs to officers and certain key management-level employees an aggregate target award of approximately 52,000 shares of its common stock. The PRSUs vest three years from the grant date based on continuous service, with the number of shares earned (0% to 200% of the target award) depending upon the extent to which the Company achieves certain financial and market performance targets measured over the period from January 1, 2018 through December 31, 2020. Half of the PRSUs were valued in a manner similar to restricted stock as the financial targets are based on the Company's operating results. The grant date fair value of these PRSUs are recognized as compensation expense over the vesting period based on the number of awards expected to vest at each reporting date. The other half of the PRSUs were valued using a Monte Carlo model as the performance target is related to the Company's total shareholder return compared to a group of peer companies. The Company recognizes the grant date fair value of these awards as compensation expense ratably over the vesting period.

Total share-based compensation expense was as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
	(In thousands)			
Stock option expense	**$ 2,924**	$ 2,482	**$ 8,467**	$ 7,449
Restricted stock expense	**3,738**	3,094	**10,586**	12,240
PRSU expense	**483**	—	**1,047**	—
Total pre-tax expense	**$ 7,145**	$ 5,576	**$20,100**	$19,689

Pre-tax share-based compensation expense is included in the consolidated statement of income in either Cost of sales or Selling, general and administrative expenses, depending on where the recipient's cash compensation is reported. The nine months ended September 30, 2017 includes a second quarter of 2017 $2.5 million pre-tax charge in corporate administrative expenses related to the accelerated vesting of restricted stock grants in association with the retirement of the Company's Executive Chairman of the Board of Directors.

The fair value of each stock option grant is estimated on the grant date using a Black-Scholes-Merton option pricing model. The following weighted average assumptions were used in the Black-Scholes-Merton model to estimate the fair values of stock options granted during the periods indicated:

	Nine Months Ended September 30, 2018	Year Ended December 31, 2017
Expected volatility	**17.3%**	18.0%
Expected term (years)	**5.0**	5.0
Risk-free interest rate	**2.81%**	1.94%
Expected dividend yield	**0.76%**	0.60%
Black-Scholes-Merton fair value per stock option granted	**$ 14.12**	$ 11.05

Expected volatility is based on the historical volatility of the Company's stock over the stock options' expected term. The Company used historical exercise data to estimate the stock options' expected term, which represents the period of time that the stock options granted are expected to be outstanding. Management anticipates that the future stock option holding periods will be similar to the historical stock option holding periods. The risk-free interest rate for periods within the expected term of the stock option is based on the U.S. Treasury yield curve at the time of grant. The expected dividend yield is calculated by dividing the Company's annual dividend, based on the most recent quarterly dividend rate, by the Company's closing common stock price on the grant date. Compensation expense recognized for all share-based awards is net of estimated forfeitures. The Company's estimated forfeiture rates are based on its historical experience.

The following is a summary of the Company's stock option activity and related information:

	Shares (In thousands)	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value (In millions)
Outstanding at December 31, 2017	5,583	$ 48.99		
Granted	**885**	**73.45**		
Exercised	**(665)**	**42.21**		
Forfeited	**(119)**	**56.17**		
Outstanding at September 30, 2018	**5,684**	**$ 53.44**	**4.5**	**$ 146.0**
Exercisable at September 30, 2018	**3,168**	**$ 47.17**	**2.9**	**$ 101.2**

The aggregate intrinsic value of stock options exercised during the nine months ended September 30, 2018 was $23.0 million. The total fair value of stock options vested during the nine months ended September 30, 2018 was $10.1 million. As of September 30, 2018, there was approximately $23 million of expected future pre-tax compensation expense related to the 2.5 million nonvested stock options outstanding, which is expected to be recognized over a weighted average period of approximately two years.

The fair value of restricted shares under the Company's restricted stock arrangement is determined by the product of the number of shares granted and the Company's closing common stock price on the grant date. Upon the grant of restricted stock, the fair value of the restricted shares (unearned compensation) at the grant date is charged as a reduction of capital in excess of par value in the Company's consolidated balance sheet and is amortized to expense on a straight-line basis over the vesting period, which is the same as the calculated derived service period as determined on the grant date.

The following is a summary of the Company's nonvested restricted stock activity and related information:

	Shares (In thousands)	Weighted Average Grant Date Fair Value
Nonvested restricted stock outstanding at December 31, 2017	932	$ 53.53
Granted	**232**	**73.64**
Vested	**(214)**	**52.75**
Forfeited	**(49)**	**55.05**
Nonvested restricted stock outstanding at September 30, 2018	**901**	**$ 58.86**

The total fair value of restricted stock vested during the nine months ended September 30, 2018 was $11.3 million. As of September 30, 2018, there was approximately $32 million of expected future pre-tax compensation expense related to the 0.9 million nonvested restricted shares outstanding, which is expected to be recognized over a weighted average period of approximately two years.

14. Retirement and Pension Plans

The components of net periodic pension benefit expense (income) were as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
	(In thousands)			
Defined benefit plans:				
Service cost	**$ 1,766**	$ 1,919	**$ 5,373**	$ 5,657
Interest cost	**6,311**	6,904	**19,214**	20,566
Expected return on plan assets	**(14,734)**	(13,343)	**(44,581)**	(39,884)
Amortization of net actuarial loss and other	**2,952**	3,512	**8,856**	10,536
Pension income	**(3,705)**	(1,008)	**(11,138)**	(3,125)
Other plans:				
Defined contribution plans	**6,877**	5,830	**22,220**	18,788
Foreign plans and other	**1,505**	1,435	**4,688**	4,323
Total other plans	**8,382**	7,265	**26,908**	23,111
Total net pension expense	**$ 4,677**	$ 6,257	**$ 15,770**	$ 19,986

For the nine months ended September 30, 2018 and 2017, contributions to the Company's defined benefit pension plans were $2.2 million and $52.5 million, respectively. The Company's current estimate of 2018 contributions to its worldwide defined benefit pension plans is in line with the range disclosed in the Company's Annual Report on Form 10-K for the year ended December 31, 2017.

15. Contingencies

Asbestos Litigation

The Company (including its subsidiaries) has been named as a defendant in a number of asbestos-related lawsuits. Certain of these lawsuits relate to a business which was acquired by the Company and do not involve products which were manufactured or sold by the Company. In connection with these lawsuits, the seller of such business has agreed to indemnify the Company against these claims (the "Indemnified Claims"). The Indemnified Claims have been tendered to, and are being defended by, such seller. The seller has met its obligations, in all respects, and the Company does not have any reason to believe such party would fail to fulfill its obligations in the future. To date, no judgments have been rendered against the Company as a result of any asbestos-related lawsuit. The Company believes that it has good and valid defenses to each of these claims and intends to defend them vigorously.

Environmental Matters

Certain historic processes in the manufacture of products have resulted in environmentally hazardous waste by-products as defined by federal and state laws and regulations. At September 30, 2018, the Company is named a Potentially Responsible Party ("PRP") at 13 non-AMETEK-owned former waste disposal or treatment sites (the "non-owned" sites). The Company is identified as a "de minimis" party in 12 of these sites based on the low volume of waste attributed to the Company relative to the amounts attributed to other named PRPs. In eight of these sites, the Company has reached a tentative agreement on the cost of the de minimis settlement to satisfy its obligation and is awaiting executed agreements. The tentatively agreed-to settlement amounts are fully reserved. In the other four sites, the Company is continuing to investigate the accuracy of the alleged volume attributed to the Company as estimated by the parties primarily responsible for remedial activity at the sites to establish an appropriate settlement amount. At the remaining site where the Company is a non-de minimis PRP, the Company is participating in the investigation and/or related required remediation as part of a PRP Group and reserves have been established sufficient to satisfy the Company's expected obligations. The Company historically has resolved these issues within established reserve levels and reasonably expects this result will continue. In addition to these non-owned sites, the Company has an ongoing practice of providing reserves for probable remediation activities at certain of its current or previously owned manufacturing locations (the "owned" sites). For claims and proceedings against the Company with respect to other environmental matters, reserves are established once the Company has determined that a loss is probable and estimable. This estimate is refined as the Company moves through the various stages of investigation, risk assessment, feasibility study and corrective action processes. In certain instances, the Company has developed a range of estimates for such costs and has recorded a liability based on the best estimate. It is reasonably possible that the actual cost of remediation of the individual sites could vary from the current estimates and the amounts accrued in the consolidated financial statements; however, the amounts of such variances are not expected to result in a material change to the consolidated financial statements. In estimating the Company's liability for remediation, the Company also considers the likely proportionate share of the anticipated remediation expense and the ability of the other PRPs to fulfill their obligations.

Total environmental reserves at September 30, 2018 and December 31, 2017 were $27.8 million and $30.1 million, respectively, for both non-owned and owned sites. For the nine months ended September 30, 2018, the Company recorded $3.0 million in reserves. Additionally, the Company spent $5.2 million on environmental matters and the reserve decreased $0.1 million due to foreign currency translation for the nine months ended September 30, 2018. The Company's reserves for environmental liabilities at September 30, 2018 and December 31, 2017 included reserves of $10.2 million and $11.6 million, respectively, for an owned site acquired in connection with the 2005 acquisition of HCC Industries ("HCC"). The Company is the designated performing party for the performance of remedial activities for one of several operating units making up a Superfund site in the San Gabriel Valley of California. The Company has obtained indemnifications and other financial assurances from the former owners of HCC related to the costs of the required remedial activities. At September 30, 2018, the Company had $12.1 million in receivables related to HCC for probable recoveries from third-party escrow funds and other committed third-party funds to support the required remediation. Also, the Company is indemnified by HCC's former owners for approximately $19 million of additional costs.

The Company has agreements with other former owners of certain of its acquired businesses, as well as new owners of previously owned businesses. Under certain of the agreements, the former or new owners retained, or assumed and agreed to indemnify the Company against, certain environmental and other liabilities under certain circumstances. The Company and some of these other parties also carry insurance coverage for some environmental matters. To date, these parties have met their obligations in all material respects.

The Company believes it has established reserves for the environmental matters described above, which are sufficient to perform all known responsibilities under existing claims and consent orders. The Company has no reason to believe that other third parties would fail to perform their obligations in the future. In the opinion of management, based on presently available information and the Company's historical experience related to such matters, an adequate provision for probable costs has been made and the ultimate cost resulting from these actions is not expected to materially affect the consolidated results of operations, financial position or cash flows of the Company.

The Company has been remediating groundwater contamination for several contaminants, including trichloroethylene ("TCE"), at a formerly owned site in El Cajon, California. Several lawsuits have been filed against the Company alleging damages resulting from the groundwater contamination, including property damages and personal injury, and seeking compensatory and punitive damages. The Company believes that it has good and valid defenses to each of these claims and intends to defend them vigorously. The Company believes it has established reserves for these lawsuits that are sufficient to satisfy its expected exposure. The Company does not expect the outcome of these matters, either individually or in the aggregate, to materially affect the consolidated results of operations, financial position or cash flows of the Company.

16. Restructuring Charges

During the fourth quarter of 2016, the Company recorded pre-tax restructuring charges totaling $25.6 million, which had the effect of reducing net income by $17.0 million. The restructuring charges were reported in the consolidated statement of income as follows: $24.0 million in Cost of sales and $1.6 million in Selling, general and administrative expenses. The restructuring charges were reported in operating income as follows: $12.4 million in EIG, $11.6 million in EMG and $1.6 million in corporate administrative expenses. The restructuring actions primarily related to $19.3 million in severance costs for a reduction in workforce and $6.2 million of asset write-downs in response to the impact of a weak global economy on certain of the Company's businesses and the effects of a continued strong U.S. dollar. The restructuring activities have been broadly implemented across the Company's various businesses with most actions expected to be completed in the first half of 2019.

During the fourth quarter of 2015, the Company recorded pre-tax restructuring charges totaling $20.7 million, which had the effect of reducing net income by $13.9 million. The restructuring charges were reported in the consolidated statement of income as follows: $20.0 million in Cost of sales and $0.7 million in Selling, general and administrative expenses. The restructuring charges were reported in operating income as follows: $9.3 million in EIG, $10.8 million in EMG and $0.7 million in corporate administrative expenses. The restructuring actions primarily related to a reduction in workforce in response to the impact of a weak global economy on certain of the Company's businesses and the effects of a continued strong U.S. dollar. The restructuring activities have been broadly implemented across the Company's various businesses with all actions expected to be completed in the first half of 2019.

Accrued liabilities in the Company's consolidated balance sheet included amounts related to the fourth quarters of 2016 and 2015 restructuring charges as follows (in millions):

	Fourth Quarter of 2016 Restructuring	Fourth Quarter of 2015 Restructuring
Balance at December 31, 2017	$ 12.8	$ 6.7
Utilization	**(4.6)**	**(0.6)**
Foreign currency translation adjustments and other	—	**(0.6)**
Balance at September 30, 2018	**$ 8.2**	**$ 5.5**

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

Results of Operations

The following table sets forth net sales and income by reportable segment and on a consolidated basis:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
	(In thousands)			
Net sales(1):				
Electronic Instruments	**$ 742,041**	$ 671,606	**$2,202,925**	$1,949,038
Electromechanical	**450,921**	413,193	**1,371,619**	1,208,047
Consolidated net sales	**$1,192,962**	$1,084,799	**$3,574,544**	$3,157,085
Operating income and income before income taxes:				
Segment operating income(2):				
Electronic Instruments	**$ 190,313**	$ 162,988	**$ 567,503**	$ 482,004
Electromechanical	**92,667**	83,110	**277,919**	246,021
Total segment operating income	**282,980**	246,098	**845,422**	728,025
Corporate administrative expenses(2)	**(17,714)**	(16,060)	**(51,902)**	(50,991)
Consolidated operating income(2)	**265,266**	230,038	**793,520**	677,034
Interest expense	**(19,391)**	(24,709)	**(61,861)**	(73,777)
Other expense, net(2)	**(945)**	(902)	**(2,684)**	(4,053)
Consolidated income before income taxes	**$ 244,930**	$ 204,427	**$ 728,975**	$ 599,204

(1) Effective January 1, 2018, the Company adopted the requirements of ASC 606 using the modified retrospective method. See Note 3 to the Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q and "Critical Accounting Policies" herein for further details.

(2) In accordance with the retrospective adoption of ASU 2017-07, for the three and nine months ended September 30, 2017, the consolidated statement of income was restated to increase Cost of sales by $2.4 million and $7.3 million, increase Selling, general and administrative expenses by $0.4 million and $1.2 million, and decrease Other expense, net by $2.8 million and $8.5 million, respectively, for net periodic benefit income components other than service cost. For the three and nine months ended September 30, 2017, the $2.8 million and $8.5 million, respectively, of net periodic benefit income components other than service cost were originally reported in operating income as follows: $1.5 million and $4.4 million in EIG, $0.9 million and $2.9 million in EMG, and $0.4 million and $1.2 million in Corporate administrative expense, respectively. For the three and nine months ended September 30, 2018, Other expense, net included $5.4 million and $16.3 million, respectively, for net periodic benefit income components other than service cost. See Note 2 to the Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

For the quarter ended September 30, 2018, the Company posted strong orders, backlog, sales, operating income, operating income margins, net income, diluted earnings per share and operating cash flow. The Company achieved these results from organic sales growth in both EIG and EMG, contributions from the acquisitions of Motec in June 2018, SoundCom in April 2018, FMH in January 2018 and Arizona Instrument LLC in December 2017, as well as the Company's Operational Excellence initiatives.

For 2018, positive market trends, the Company's strong backlog, the full year impact of the 2018 and 2017 acquisitions and continued focus on and implementation of Operational Excellence initiatives are expected to have a positive impact on the remainder of the Company's 2018 results.

Results of operations for the third quarter of 2018 compared with the third quarter of 2017

Net sales for the third quarter of 2018 were $1,193.0 million, an increase of $108.2 million or 10.0%, compared with net sales of $1,084.8 million for the third quarter of 2017. The increase in net sales for the third quarter of 2018 was due to 7% organic sales growth and a 3% increase from acquisitions. Foreign currency translation was essentially flat period over period.

Total international sales for the third quarter of 2018 were $596.8 million or 50.0% of net sales, an increase of $50.6 million or 9.3%, compared with international sales of $546.2 million or 50.4% of net sales for the third quarter of 2017. The $50.6 million increase in international sales was primarily driven by organic sales growth. Both reportable segments of the Company maintain strong international sales presences in Europe and Asia.

Orders for the third quarter of 2018 were $1,192.0 million, an increase of $70.0 million or 6.2%, compared with $1,122.0 million for the third quarter of 2017. The increase in orders for the third quarter of 2018 was due to 5% organic order growth and a 3% increase from acquisitions, partially offset by an unfavorable 2% effect of foreign currency translation.

Segment operating income for the third quarter of 2018 was $283.0 million, an increase of $36.9 million or 15.0%, compared with segment operating income of $246.1 million for the third quarter of 2017. Segment operating income, as a percentage of net sales, increased to 23.7% for the third quarter of 2018, compared with 22.7% for the third quarter of 2017. The increase in segment operating income and segment operating margins for the third quarter of 2018 resulted primarily from the increase in net sales noted above, as well as the benefits of the Company's Operational Excellence initiatives.

Cost of sales for the third quarter of 2018 was $783.0 million or 65.6% of net sales, an increase of $60.9 million or 8.4%, compared with $722.1 million or 66.6% of net sales for the third quarter of 2017. Cost of sales increased primarily due to the increase in net sales noted above.

Selling, general and administrative expenses for the third quarter of 2018 were $144.7 million or 12.1% of net sales, an increase of $12.1 million or 9.1%, compared with $132.6 million or 12.2% of net sales for the third quarter of 2017. Selling, general and administrative expenses increased primarily due to the increase in net sales noted above.

Consolidated operating income was $265.3 million or 22.2% of net sales for the third quarter of 2018, an increase of $35.3 million or 15.3%, compared with $230.0 million or 21.2% of net sales for the third quarter of 2017.

Interest expense was $19.4 million for the third quarter of 2018, a decrease of $5.3 million or 21.5%, compared with $24.7 million for the third quarter of 2017. Interest expense decreased primarily due to the repayment in full, at maturity, of $270 million in aggregate principal amount of 6.20% private placement senior notes in the fourth quarter of 2017, $80 million in aggregate principal amount of 6.35% private placement senior notes in the third quarter of 2018 and $160 million in aggregate principal amount of 7.08% private placement senior notes in the third quarter of 2018.

The effective tax rate for the third quarter of 2018 was 21.9%, compared with 24.9% for the third quarter of 2017. The third quarter of 2018 effective tax rate primarily reflects the impact of the recently enacted Tax Act including the reduction of the U.S. corporate income tax rate and the current impact of GILTI and FDII provisions, as well as a $16.0 million net tax expense for a change in measurement of a prior year uncertain tax position stemming from the planned implementation of prospective tax planning. The third quarter of 2018 and 2017 effective tax rates also reflect the release of uncertain tax position liabilities primarily relating to statute expirations for U.S. Federal and State jurisdictions totaling $11.4 million and $8.1 million, respectively. See Note 11 to the Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Net income for the third quarter of 2018 was $191.2 million, an increase of $37.7 million or 24.6%, compared with $153.5 million for the third quarter of 2017.

Diluted earnings per share for the third quarter of 2018 were $0.82, an increase of $0.16 or 24.2%, compared with $0.66 per diluted share for the third quarter of 2017.

Segment Results

EIG's net sales totaled $742.0 million for the third quarter of 2018, an increase of $70.4 million or 10.5%, compared with $671.6 million for the third quarter of 2017. The net sales increase was due to 7% organic sales growth, and a 4% increase from the 2018 acquisitions of Motec and SoundCom and the 2017 acquisition of Arizona Instrument. Foreign currency translation was essentially flat period over period.

EIG's operating income was $190.3 million for the third quarter of 2018, an increase of $27.3 million or 16.7%, compared with $163.0 million for the third quarter of 2017. EIG's operating margins were 25.6% of net sales for the third quarter of 2018, compared with 24.3% of net sales for the third quarter of 2017. The increase in EIG's operating income and operating margins for the third quarter of 2018 was primarily due to the increase in net sales noted above, as well as the benefits of the Group's Operational Excellence initiatives.

EMG's net sales totaled $450.9 million for the third quarter of 2018, an increase of $37.7 million or 9.1%, compared with $413.2 million for the third quarter of 2017. The net sales increase was due to 7% organic sales growth and a 2% increase from the 2018 acquisition of FMH. Foreign currency translation was essentially flat period over period.

EMG's operating income was $92.7 million for the third quarter of 2018, an increase of $9.6 million or 11.6%, compared with $83.1 million for the third quarter of 2017. EMG's operating margins were 20.6% of net sales for the third quarter of 2018, compared with 20.1% of net sales for the third quarter of 2017. The increase in EMG's operating income and operating margins for the third quarter of 2018 was primarily due to the increase in net sales noted above, as well as the benefits of the Group's Operational Excellence initiatives.

Results of operations for the first nine months of 2018 compared with the first nine months of 2017

Net sales for the first nine months of 2018 were $3,574.5 million, an increase of $417.4 million or 13.2%, compared with net sales of $3,157.1 million for the first nine months of 2017. The increase in net sales for the first nine months of 2018 was due to 8% organic sales growth, a 4% increase from acquisitions and favorable 1% effect of foreign currency translation.

Total international sales for the first nine months of 2018 were $1,818.9 million or 50.9% of net sales, an increase of $203.8 million or 12.6%, compared with international sales of $1,615.1 million or 51.2% of net sales for the first nine months of 2017. The $203.8 million increase in international sales was primarily driven by organic sales growth. Both reportable segments of the Company maintain strong international sales presences in Europe and Asia.

Orders for the first nine months of 2018 were $3,767.7 million, an increase of $388.0 million or 11.5%, compared with $3,379.7 million for the first nine months of 2017. The increase in orders for the first nine months of 2018 was due to 7% organic order growth and a 5% increase from acquisitions. Foreign currency translation was essentially flat period over period. As a result, the Company's backlog of unfilled orders at September 30, 2018 was $1,589.3 million, an increase of $193.2 million or 13.8%, compared with $1,396.1 million at December 31, 2017.

Segment operating income for the first nine months of 2018 was $845.4 million, an increase of $117.4 million or 16.1%, compared with segment operating income of $728.0 million for the first nine months of 2017. Segment operating income, as a percentage of net sales, increased to 23.7% for the first nine months of 2018, compared with 23.1% for the first nine months of 2017. The increase in segment operating income and segment operating margins for the first nine months of 2018 resulted primarily from the increase in net sales noted above, as well as the benefits of the Company's Operational Excellence initiatives.

Cost of sales for the first nine months of 2018 was $2,351.0 million or 65.8% of net sales, an increase of $259.3 million or 12.4%, compared with $2,091.7 million or 66.3% of net sales for the first nine months of 2017. Cost of sales increased primarily due to the increase in net sales noted above.

Selling, general and administrative expenses for the first nine months of 2018 were $430.0 million or 12.0% of net sales, an increase of $41.7 million or 10.7%, compared with $388.3 million or 12.3% of net sales for the first nine months of 2017. Selling, general and administrative expenses increased primarily due to the increase in net sales noted above. The nine months ended September 30, 2017 includes a second quarter of 2017 $2.5 million pre-tax charge in corporate administrative expenses related to the accelerated vesting of restricted stock grants in association with the retirement of the Company's Executive Chairman of the Board of Directors.

Consolidated operating income was $793.5 million or 22.2% of net sales for the first nine months of 2018, an increase of $116.5 million or 17.2%, compared with $677.0 million or 21.4% of net sales for the first nine months of 2017.

Interest expense was $61.9 million for the first nine months of 2018, a decrease of $11.9 million or 16.1%, compared with $73.8 million for the first nine months of 2017. Interest expense decreased primarily due to the repayment in full, at maturity, of $270 million in aggregate principal amount of 6.20% private placement senior notes in the fourth quarter of 2017, $80 million in aggregate principal amount of 6.35% private placement senior notes in the third quarter of 2018 and $160 million in aggregate principal amount of 7.08% private placement senior notes in the third quarter of 2018.

The effective tax rate for the first nine months of 2018 was 22.3%, compared with 26.1% for the first nine months of 2017. The first nine months of 2018 effective tax rate primarily reflects the impact of the recently enacted Tax Act including the reduction of the U.S. corporate income tax rate and the current impact of GILTI and FDII provisions, as well as a $16.0 million net tax expense for a change in measurement of a prior year uncertain tax position stemming from the planned implementation of prospective tax planning. The third quarter of 2018 and 2017 effective tax rates also reflect the release of uncertain tax position liabilities primarily relating to statute expirations for U.S. Federal and State jurisdictions totaling $11.4 million and $8.1 million, respectively. See Note 11 to the Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Net income for the first nine months of 2018 was $566.4 million, an increase of $123.5 million or 27.9%, compared with $442.9 million for the first nine months of 2017.

Diluted earnings per share for the first nine months of 2018 were $2.43, an increase of $0.52 or 27.2%, compared with $1.91 per diluted share for the first nine months of 2017.

Segment Results

EIG's net sales totaled $2,202.9 million for the first nine months of 2018, an increase of $253.9 million or 13.0%, compared with $1,949.0 million for the first nine months of 2017. The net sales increase was due to 7% organic sales growth, a 5% increase from the 2018 acquisitions of Motec and SoundCom, the 2017 acquisitions of Arizona Instrument, MOCON and Rauland, and favorable 1% effect of foreign currency translation.

EIG's operating income was $567.5 million for the first nine months of 2018, an increase of $85.5 million or 17.7%, compared with $482.0 million for the first nine months of 2017. EIG's operating margins were 25.8% of net sales for the first nine months of 2018, compared with 24.7% of net sales for the first nine months of 2017. The increase in EIG's operating income and operating margins for the first nine months of 2018 was primarily due to the increase in net sales noted above, as well as the benefits of the Group's Operational Excellence initiatives.

EMG's net sales totaled $1,371.6 million for the first nine months of 2018, an increase of $163.6 million or 13.5%, compared with $1,208.0 million for the first nine months of 2017. The net sales increase was due to 9% organic sales growth, a 3% increase from the 2018 acquisition of FMH and favorable 2% effect of foreign currency translation.

EMG's operating income was $277.9 million for the first nine months of 2018, an increase of $31.9 million or 13.0%, compared with $246.0 million for the first nine months of 2017. The increase in EMG's operating income for the first nine months of 2018 was primarily due to the increase in net sales noted above. EMG's operating margins were 20.3% of net sales for the first nine months of 2018, compared with 20.4% of net sales for the first nine months of 2017.

Financial Condition

Liquidity and Capital Resources

Cash provided by operating activities totaled $629.4 million for the first nine months of 2018, an increase of $49.0 million or 8.4%, compared with $580.4 million for the first nine months of 2017. The increase in cash provided by operating activities for the first nine months of 2018 was primarily due to higher net income and a $50.3 million decrease in defined benefit pension plan contributions, driven by a discretionary $50.1 million contribution to the Company's defined benefit pension plans in the first quarter of 2017, partially offset by higher overall operating working capital levels.

Free cash flow (cash flow provided by operating activities less capital expenditures) was $581.9 million for the first nine months of 2018, compared with $534.8 million for the first nine months of 2017. EBITDA (earnings before interest, income taxes, depreciation and amortization) was $935.5 million for the first nine months of 2018, compared with $802.6 million for the first nine months of 2017. Free cash flow and EBITDA are presented because the Company is aware that they are measures used by third parties in evaluating the Company.

Cash used for investing activities totaled $424.3 million for the first nine months of 2018, compared with $562.4 million for the first nine months of 2017. For the first nine months of 2018, the Company paid $376.2 million, net of cash acquired, to acquire Motec in June 2018, SoundCom in April 2018 and FMH in January 2018. For the first nine months of 2017, the Company paid $518.6 million, net of cash acquired, to acquire MOCON in June 2017 and Rauland in February 2017. Additions to property, plant and equipment totaled $47.5 million for the first nine months of 2018, compared with $45.6 million for the first nine months of 2017.

Cash used for financing activities totaled $317.2 million for the first nine months of 2018, compared with $43.0 million for the first nine months of 2017. At September 30, 2018, total debt, net was $1,901.3 million, compared with $2,174.3 million at December 31, 2017. For the first nine months of 2018, the net change in short-term borrowings was not significant, compared with a $9.6 million decrease in short-term borrowings for the first nine months of 2017. In the third quarter of 2018, the Company paid in full, at maturity, $80 million in aggregate principal amount of 6.35% private placement senior notes and $160 million in aggregate principal amount of 7.08% private placement senior notes. At September 30, 2018, the Company had available borrowing capacity of $1.1 billion under its revolving credit facility, including the $300 million accordion feature. See "Subsequent Events" below for further details regarding the revolving credit facility.

In the fourth quarter of 2018, $65 million of 7.18% senior notes will mature and become payable. The debt-to-capital ratio was 29.6% at September 30, 2018, compared with 35.1% at December 31, 2017. The net debt-to-capital ratio (total debt, net less cash and cash equivalents divided by the sum of net debt and stockholders' equity) was 23.5% at September 30, 2018, compared with 27.5% at December 31, 2017. The net debt-to-capital ratio is presented because the Company is aware that this measure is used by third parties in evaluating the Company.

Additional financing activities for the first nine months of 2018 included cash dividends paid of $97.0 million, compared with $62.0 million for the first nine months of 2017. Effective February 1, 2018, the Company's Board of Directors approved a 56% increase in the quarterly cash dividend on the Company's common stock to $0.14 per common share from $0.09 per common share.

As a result of all of the Company's cash flow activities for the first nine months of 2018, cash and cash equivalents at September 30, 2018 totaled $518.7 million, compared with $646.3 million at December 31, 2017. At September 30, 2018, the Company had $470.5 million in cash outside the United States, compared with $569.4 million at December 31, 2017. The Company utilizes this cash to fund its international operations, as well as to acquire international businesses. In June 2018, the Company acquired Motec for approximately $93 million utilizing cash outside the United States. The Company is in compliance with all covenants, including financial covenants, for all of its debt agreements. The Company believes it has sufficient cash-generating capabilities from domestic and unrestricted foreign sources, available credit facilities and access to long-term capital funds to enable it to meet its operating needs and contractual obligations in the foreseeable future.

Subsequent Events

In October 2018, the Company acquired Telular and Forza for approximately $565 million in cash using available cash and borrowings under the Company's revolving credit facility.

In October 2018, the Company along with certain of its foreign subsidiaries amended and restated its credit agreement dated as of September 22, 2011, as amended and restated as of March 10, 2016 (the "Credit Agreement"). The Credit Agreement amends and restates the Company's existing $850 million revolving credit facility, which was due to expire in March 2021. The Credit Agreement consists of a five-year revolving credit facility in an aggregate principal amount of $1.5 billion with a final maturity date in October 2023. The revolving credit facility total borrowing capacity excludes an accordion feature that permits the Company to request up to an additional $500 million in revolving credit commitments at any time during the life of the Credit Agreement under certain conditions. Interest rates on outstanding borrowings under the revolving credit facility are at the applicable benchmark rate plus a negotiated spread or at the U.S. prime rate. The revolving credit facility provides the Company with additional financial flexibility to support its growth plans, including its acquisition strategy. At October 31, 2018, the Company had available borrowing capacity of $1.7 billion under its revolving credit facility, including the $500 million accordion feature.

Critical Accounting Policies

The Company's critical accounting policies are detailed in Part II, Item 7 Management's Discussion and Analysis of Financial Condition of its Annual Report on Form 10-K for the year ended December 31, 2017. Primary disclosure of the Company's significant accounting policies is also included in Note 1 to the Consolidated Financial Statements included in Part II, Item 8 of its Annual Report on Form 10-K. Significant changes as a result of adopting ASC 606 are discussed below:

Revenue Recognition. The majority of the Company's revenues on product sales are recognized at a point in time when the customer obtains control of the product. The transfer in control of the product to the customer is typically evidenced by one or more of the following: the customer having legal title to the product, the Company's present right to payment, the customer's physical possession of the product, the customer accepting the product, or the customer has the benefits of ownership or risk of loss. Legal title transfers to the customer in accordance with the delivery terms of the order, usually upon shipment, which is the point that control transfers. For a small percentage of sales where title and risk of loss transfers at the point of delivery, the Company recognizes revenue upon delivery to the customer, which is the point that control transfers, assuming all other criteria for revenue recognition are met.

Under ASC 606, the Company determined that revenues from certain of its customer contracts met the criteria of satisfying its performance obligations over time, primarily in the areas of the manufacture of custom-made equipment and for service repairs of customer-owned equipment. Prior to the adoption of the new standard, these revenues were recorded upon shipment or, in the case of those sales where title and risk of loss passes at the point of delivery, the Company recognized revenue upon delivery to the customer. Recognizing revenue over time for custom-manufactured equipment is based on the Company's judgment that, in certain contracts, the product does not have an alternative use and the Company has an enforceable right to payment for performance completed to date. This change in revenue recognition accelerated the revenue recognition and costs on the impacted contracts.

Applying the practical expedient available under ASC 606, the Company recognizes incremental cost of obtaining contracts as an expense when incurred if the amortization period of the assets that the Company would have otherwise recognized is one year or less. These costs are included in Selling, general and administrative expenses in the consolidated statement of income.

Revenues associated with repairs of customer-owned assets were previously recorded upon completion and shipment of the repaired equipment to the customer. Under ASC 606, if the Company's performance enhances an asset that the customer controls as the asset is enhanced, revenue must be recognized over time. The revenue associated with the repair of a customer-owned asset meets this criterion.

The determination of the revenue to be recognized in a given period for performance obligations satisfied over time is based on the input method. The Company recognizes revenue over time as it performs on these contracts because the transfer of control to the customer occurs over time, revenue is recognized based on the extent of progress towards completion of the performance obligation. The Company generally uses the total cost-to-cost input method of progress because it best depicts the transfer of control to the customer that occurs as costs are incurred. Under the cost-to-cost method, the extent of progress towards completion is measured based on the proportion of costs incurred to date to the total estimated costs at completion of the performance obligation. On certain contracts, labor hours is used as the measure of progress when it is determined to be a better depiction of the transfer of control to the customer due to the timing and pattern of labor hours incurred.

Performance obligations also include post-delivery service, installation and training. Post-delivery service revenues are recognized over the contract term. Installation and training revenues are recognized over the period the service is provided. Warranty terms in customer contracts can also be considered separate performance obligations if the warranty provides services beyond assurance that a product complies with agreed-upon specification or if a warranty can be purchased separately. The Company does not incur significant obligations for customer returns and refunds.

Payment terms generally begin upon shipment of the product. The Company does have contracts with multiple billing terms that are all due within one year from when the product is delivered. No significant financing component exists. Payment terms are generally 30-60 days from the time of shipment or customer acceptance, but terms can be shorter or longer. For customer contracts that have revenue recognized over time, revenue is generally recognized prior to a payment being due from the customer. In such cases, the Company recognizes a contract asset at the time the revenue is recognized. When payment becomes due based on the contract terms, the Company reduces the contract asset and records a receivable. In contracts with billing milestones or in other instances with a long production cycle or concerns about credit, customer advance payments are received. The Company may receive a payment in excess of revenue recognized to that date. In these circumstances, a contract liability is recorded.

The Company has certain contracts with variable consideration in the form of volume discounts, rebates and early payment options, which may affect the transaction price used as the basis for revenue recognition. In these contracts, the amount of the variable consideration is not considered constrained and is allocated among the various performance obligations in the customer contract based on the relative standalone selling price of each performance obligation to the total standalone value of all the performance obligations.

Forward-Looking Information

Information contained in this discussion, other than historical information, is considered “forward-looking statements” and is subject to various factors and uncertainties that may cause actual results to differ significantly from expectations. These factors and uncertainties include general economic conditions affecting the industries the Company serves; changes in the competitive environment or the effects of competition in the Company’s markets; risks associated with international sales and operations; the Company’s ability to consummate and successfully integrate future acquisitions; the Company’s ability to successfully develop new products, open new facilities or transfer product lines; the price and availability of raw materials; compliance with government regulations, including environmental regulations; and the ability to maintain adequate liquidity and financing sources. A detailed discussion of these and other factors that may affect the Company’s future results is contained in AMETEK’s filings with the U.S. Securities and Exchange Commission, including its most recent reports on Form 10-K, 10-Q and 8-K. AMETEK disclaims any intention or obligation to update or revise any forward-looking statements, unless required by the securities laws to do so.

Item 4. Controls and Procedures

The Company maintains a system of disclosure controls and procedures that is designed to provide reasonable assurance that information, which is required to be disclosed, is accumulated and communicated to management in a timely manner. Under the supervision and with the participation of our management, including the Company's principal executive officer and principal financial officer, we have evaluated the effectiveness of our system of disclosure controls and procedures as required by Exchange Act Rule 13a-15(b) as of September 30, 2018. Based on that evaluation, the Company's principal executive officer and principal financial officer concluded that the Company's disclosure controls and procedures are effective at the reasonable assurance level.

Such evaluation did not identify any change in the Company's internal control over financial reporting during the quarter ended September 30, 2018 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

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

(c) Purchase of equity securities by the issuer and affiliated purchasers.

The following table reflects purchases of AMETEK, Inc. common stock by the Company during the three months ended September 30, 2018:

Period	Total Number of Shares Purchased (1)(2)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plan (2)	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plan
July 1, 2018 to July 31, 2018	93	$ 72.71	93	$ 364,714,150
August 1, 2018 to August 31, 2018	276	76.19	276	364,693,122
September 1, 2018 to September 30, 2018	—	—	—	364,693,122
Total	369	75.31	369	

(1) Represents shares surrendered to the Company to satisfy tax withholding obligations in connection with employees' share-based compensation awards.

(2) Consists of the number of shares purchased pursuant to the Company's Board of Directors $400 million authorization for the repurchase of its common stock announced in November 2016. Such purchases may be effected from time to time in the open market or in private transactions, subject to market conditions and at management's discretion.

Item 6. Exhibits

Exhibit Number	Description
10.1*	AMETEK, Inc. Director's Deferred Compensation Plan, amended and restated as of October 1, 2018.
10.2*	AMETEK, Inc. Retirement and Savings Plan, amended and restated as of September 4, 2018.
10.3*	AMETEK, Inc. Supplemental Executive Retirement Plan, amended and restated as of October 1, 2018.
10.4*	Amended and Restated Credit Agreement as of September 22, 2011, as amended and restated as of March 10, 2016, and as further amended and restated as of October 30, 2018, among AMETEK, Inc., the Foreign Subsidiary Borrowers Party Hereto, the Lenders Party Hereto, JPMorgan Chase Bank, N.A., as Administrative Agent, Bank of America, N.A., PNC Bank, National Association, SunTrust Bank and Wells Fargo Bank, National Association, as Co-Syndication Agents, and U.S. Bank National Association, Mizuho Bank (USA), BNP Paribas, National Westminster Bank Plc and Commerzbank AG, New York Branch, as Co-Documentation Agents.
31.1*	Certification of Chief Executive Officer, Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Chief Financial Officer, Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of Chief Executive Officer, Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification of Chief Financial Officer, Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS*	XBRL Instance Document.
101.SCH*	XBRL Taxonomy Extension Schema Document.
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document.

* Filed electronically herewith.

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.

AMETEK, Inc.
(Registrant)

By: /s/ THOMAS M. MONTGOMERY
Thomas M. Montgomery
Senior Vice President – Comptroller
(Principal Accounting Officer)

November 2, 2018

Exhibit 10.1

AMETEK, INC.
DIRECTORS' DEFERRED COMPENSATION PLAN

Amended and Restated as of October 1, 2018

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ARTICLE 1. PURPOSE

1.01. Purpose.

The AMETEK, Inc. Directors' Deferred Compensation Plan (the "Plan"), is intended to provide a means by which certain non-employee members of the Board of Directors of AMETEK, Inc. can elect to defer receipt of all or a portion of their basic retainer, retainer premiums, and meeting fees.

1.02. Effective Date.

This amendment and restatement of the Plan is effective October 1, 2018. The Plan was originally effective January 1, 2012. Any amount earned by a member of the Board before that date is not eligible for deferral under the Plan. Any individual who the Committee anticipates will be an Eligible Director on or after January 1, 2012 shall be eligible to file a deferral election for Compensation earned after December 31, 2011.

1.03. Compliance with Code Section 409A

This Plan is intended to comply with section 409A of the Code and shall be administered and interpreted in a manner consistent with that purpose. The Committee shall have full authority to take any and all actions as it deems necessary or appropriate to carry out this intent and purpose of the Plan. The Company shall have no liability to a Participant, or any other party, if the Plan is not compliant with section 409A of the Code.

ARTICLE 2. DEFINITIONS AND CONSTRUCTION

2.01. Definitions.

For the purpose of this Plan, the following terms shall have the meanings set forth below, unless the context clearly indicates otherwise.

(a) **Account.** "Account" or "Accounts" means the hypothetical Retirement Distribution Account and/or In-Service Distribution Account established on the books of the Company pursuant to Section 5.01.

(b) **Article.** "Article" means an article of this Plan.

(c) **Beneficiary.** "Beneficiary" means the person, persons or entity as designated by the Participant, entitled under Article 7 to receive any Plan benefits payable after the Participant's death.

(d) **Board.** "Board" means the Board of Directors of AMETEK, Inc.

(e) **Cause.** "Cause" means (1) misappropriation of funds, (2) habitual insobriety or substance abuse, (3) conviction of felony or crime involving moral turpitude, or (4) gross negligence in the performance of duties that has had a material adverse effect on the business, operations, assets, properties or financial condition of the Company.

(f) **Change in Control.** A "Change in Control" shall occur if:

(1) Any one Person or more than one Person acting as a group (as defined in section 1.409A-3(i)(5)(v)(B) of the Treasury Regulations) acquires ownership of stock of the Company that, together with the stock held by such Person or group of Persons, constitutes more than 50 percent of the total fair market value or total voting power of the stock of the Company. However, if such Person or group of Persons is considered to own more than 50 percent of the total fair market value or total voting power of the stock of the Company before this transfer of the Company's stock, the acquisition of additional stock by the same Person or group of Persons shall not be considered to cause a Change in Control of the Company; or

(2) Any one Person or more than one Person acting as a group (as defined in section 1.409A-3(i)(5)(v)(B) of the Treasury Regulations) acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person or group of Persons) ownership of stock of the Company possessing 30 percent or more of the total voting power of the stock of the Company. However, if such Person or group of Persons is considered to own 30 percent or more of the total voting power of the stock of the Company before this acquisition, the acquisition of additional control or stock of the Company by the same Person or group of Persons shall not cause a Change in Control of the Company; or

(3) A majority of members of the Company's Board is replaced during any 12-month period by directors whose appointment or election is not endorsed

by a majority of the members of the Company's Board before the date of the appointment or election; or

(4) Any one Person or more than one Person acting as a group (as defined in section 1.409A-3(i)(5)(v)(B) of the Treasury Regulations) acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person or group of Persons) assets from the Company that have a total gross fair market value equal to substantially all but in no event less than 40 percent of the total fair market value of all assets of the Company immediately prior to such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets. A transfer of assets by the Company will not result in a Change in Control under this Section 2.01(f)(4), if the assets are transferred to:

(A) A shareholder of the Company (immediately before the asset transfer) in exchange for or with respect to its stock;

(B) An entity, 50 percent or more of the total value or voting power of which is owned, directly or indirectly, by the Company immediately after the transfer of assets;

(C) A Person or more than one Person acting as a group (as defined in section 1.409A-3(i)(5)(v)(B) of the Treasury Regulations) that owns, directly or indirectly, 50 percent or more of the total value or voting power of all the outstanding stock of the Company; or

(D) An entity, at least 50 percent of the total value or voting power of which is owned directly or indirectly, by a person described in Section 2.01(f)(4)(C), above.

For purposes of this Section 2.01(f), no acquisition, either directly or indirectly, by the Participant, the Participant's affiliates and associates, the Company, any subsidiary of the Company, any employee benefit plan of the Company or of any subsidiary of the Company, or any person or entity organized, appointed or established by the Company for or pursuant to the terms of any such employee benefit plan shall constitute a Change in Control.

For purposes of this Section 2.01(f), the following terms shall have the meanings set forth below:

(1) "Company" shall mean AMETEK, Inc.

(2) "Person" shall mean any individual or individuals other than the Participant, the Participant's affiliates and associates, the Company, any subsidiary of the Company, any employee benefit plan of the Company or of any subsidiary of the Company, or any person or entity organized, appointed or established by the Company for or pursuant to the terms of any such employee benefit plan.

(g) **Code.** "Code" means the Internal Revenue Code of 1986, as amended.

(h) **Committee.** "Committee" means the Committee (or its delegee) that administers the Plan pursuant to Article 8.

(i) **Company.** "Company" means AMETEK, Inc., a Delaware corporation, and any directly or indirectly affiliated subsidiary corporations, any other affiliate designated by the Board, or any successor to the business thereof.

(j) **Compensation.** "Compensation" means the basic retainer, retainer premiums, and meeting fees paid to an Eligible Director.

(k) **Disability.** "Disability" means a medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months that renders a Participant unable to engage in any substantial gainful activity. The Committee shall determine the existence of a Disability, in its sole discretion, and may rely on advice from a medical examiner satisfactory to the Committee in making the determination. A Participant will also be considered disabled if the Participant has been determined to be totally disabled by the Social Security Administration. The term "Disability" is intended to comply with section 409A(a)(2)(C) of the Code and shall be interpreted to permit a Participant to take a distribution in any circumstance that would be permitted under section 409A(a)(2)(C) of the Code.

(l) **Distribution Option.** "Distribution Option" means the two distribution options that are available under the Plan: the Retirement Distribution Option and the In-Service Distribution Option.

(m) **Eligible Director.** "Eligible Director" means a member of the Board who is not an employee of the Company.

(n) **Investment Funds.** "Investment Funds" means the separate deemed investment funds identified on Exhibit A of the Plan that a Participant may direct be used as a method to measure the growth of the Participant's Compensation deferrals, if any, while credited to the Participant's Accounts.

(o) **In-Service Distribution Account.** "In-Service Distribution Account" means the Account maintained for a Participant to which Compensation deferrals are credited pursuant to the In-Service Distribution Option.

(p) **In-Service Distribution Option.** "In-Service Distribution Option" means the Distribution Option pursuant to which benefits are payable in accordance with Section 6.02.

(q) **Participant.** "Participant" means any director who is eligible and has become a participant pursuant to Article 3. Such director shall remain a Participant in this Plan until such time as all benefits payable under this Plan have been paid in accordance with the provisions hereof.

(r) **Plan.** "Plan" means this AMETEK, Inc. Directors' Deferred Compensation Plan, as it may be amended from time to time.

(s) **Plan Year.** "Plan Year" means the 12-month period beginning on each January 1 and ending on the following December 31.

(t) **Pre-2019 Sub-Account.** "Pre-2019 Sub-Account" means a type of Sub-Account described in Section 5.01 that is established and maintained within each Account for all deferrals, if any, of Compensation earned by a Participant before January 1, 2019, and any earnings on such amounts.

(u) **Retirement.** "Retirement" or "Retires" means a Participant's Separation from Service with the Company (for reasons other than death) at or after attaining age 55 and completing 5 or more Years of Service.

(v) **Retirement Distribution Account.** "Retirement Distribution Account" means the Account maintained for a Participant to which Compensation deferrals are credited pursuant to the Retirement Distribution Option.

(w) **Retirement Distribution Option.** "Retirement Distribution Option" means the Distribution Option pursuant to which benefits are payable in accordance with Section 6.01.

(x) **Section.** "Section" means a section of this Plan.

(y) **Separation from Service.** "Separates from Service" or "Separation from Service" means separation from service within the meaning of section 409A of the Code.

(z) **Sub-Account.** "Sub-Account" means a hypothetical sub-account within a Retirement Distribution Account or In-Service Distribution Account established on the books of the Company pursuant to Section 5.01. A Sub-Account within a Retirement Distribution Account is a "Retirement Distribution Sub-Account," and a Sub-Account within an In-Service Distribution Account is an "In-Service Distribution Sub-Account." "Sub-Account" includes a Pre-2019 Sub-Account.

(aa) **Valuation Date.** "Valuation Date" means (1) the distribution date if the distribution date is a business day; or (2) the next business day following the distribution date if the distribution date is not a business day (*e.g.*, falls on a weekend or holiday).

(bb) **Voting Securities.** "Voting Securities" means the common securities of AMETEK, Inc. that carry the right to vote generally in the election of directors.

(cc) **Year of Service.** "Year of Service" means the 12-month period following the date that the Participant is first elected to the Board and each consecutive 12-month period following the anniversary of that date that is completed before the Participant ceases to actively serve on the Board.

2.02. Construction.

For purposes of the Plan, unless the contrary is clearly indicated by the context,

(a) the use of the masculine gender shall also include within its meaning the feminine and vice versa,

(b) the use of the singular shall also include within its meaning the plural and vice versa, and

(c) the word "include" shall mean to include without limitation.

ARTICLE 3. ELIGIBILITY AND PARTICIPATION

Eligibility to participate in the Plan shall be limited to members of the Board who are not employees of the Company. An Eligible Director shall become a Participant in the Plan when the Eligible Director first makes a Compensation deferral election pursuant to Article 4.

ARTICLE 4. ELECTION REQUIREMENTS

4.01. Compensation Deferral Election Filing Deadline.

(a) Except as provided in Section 4.02, below, an election to defer an amount equal to all or part of an Eligible Director's Compensation shall be filed with the Committee by December 15th of the Plan Year preceding the Plan Year in which the Compensation is earned. A deferral election, once filed, shall be irrevocable and shall remain in effect until the end of the Plan Year to which it pertains. However, an Eligible Director may choose for the deferral election to apply to subsequent Plan Years, in which case the deferral election shall remain in effect until the last day of the Plan Year in which Eligible Director timely files a new deferral election in accordance with this Section 4.01, and such new election shall apply to Compensation earned in the following Plan Year.

(b) An election made pursuant to Section 4.01(a) shall be in writing, in a form acceptable to the Committee, and shall specify such information as required by the Committee. The Committee may establish minimum or maximum amounts that may be deferred under this Section 4.01 and may change such standards from time to time. Any such limits shall be communicated by the Committee to the Participants before the commencement of a Plan Year.

4.02. New Eligible Directors.

The Committee may, in its discretion, permit a director who first becomes an Eligible Director after the beginning of a Plan Year to make a Compensation deferral for that Plan Year by filing a completed and fully executed deferral election form, in accordance with Section 4.01(a), within thirty (30) days following the date the director becomes an Eligible Director, unless the Eligible Director was previously eligible to participate in another account-based deferred compensation arrangement of the Company. If the Eligible Director was previously eligible to participate in another account-based deferred compensation arrangement of the Company, the Eligible Director shall not be permitted to make a Compensation deferral under this Section 4.02 or Section 4.01 for the Plan Year in which the Eligible Director first becomes an Eligible Director but shall be permitted to make a Compensation deferral pursuant to Section 4.01 for the Plan Year after the Plan Year in which the Eligible Director becomes an Eligible Director and each subsequent Plan Year. Any Compensation deferral made under this Section 4.02 shall apply only to Compensation earned for services performed after the election is made.

ARTICLE 5. ACCOUNTS

5.01. Accounts and Sub-Accounts.

The Committee shall establish and maintain separate Accounts and Sub-Accounts with respect to each Participant. There are two types of Accounts: a Retirement Distribution Account and/or an In-Service Distribution Account. Each Account consists of one or more Sub-Accounts. A new Sub-Account shall be established under an Account for each year in which a Compensation deferral is earned on or after January 1, 2019. Effective January 1, 2019, a Pre-2019 Sub-Account shall be established and maintained within each Account for all deferrals, if any, of Compensation earned before January 1, 2019, and earnings on those amounts

The amount of the Compensation deferral pursuant to Sections 4.01 or 4.02 shall be credited by the Company to the Participant's Sub-Accounts on the day such Compensation would otherwise have been paid, in accordance with the Distribution Options elected by the Participant on the deferral election form. The Participant's Accounts (and Sub-Accounts) shall be reduced by the amount of payments made by the Company to the Participant or the Participant's Beneficiary pursuant to this Plan and shall be adjusted to reflect investment gains and losses.

5.02. Amounts Allocated to Accounts.

An Eligible Director shall allocate the Eligible Director's Compensation deferrals between the Distribution Options; provided, however that 100% of such Compensation deferrals may be allocated to one or the other of the Distribution Options.

5.03. Earnings on Accounts.

A Participant's Accounts shall be credited with earnings from time to time in accordance with the deemed earnings on Investment Funds elected by the Participant. Participants may allocate their Retirement Distribution Account and their In-Service Distribution Account among the Investment Funds available under the Plan in increments and at times specified by the Committee. The deemed rate of return, positive or negative, credited under each Investment Fund is based upon the actual investment performance of the applicable Investment Funds listed on Exhibit A of the Plan. The Company may specify on Exhibit A of the Plan a default Investment Fund in which amounts will be deemed invested in the absence of an election by the Participant. The Company reserves the right, on a prospective basis, to add or delete Investment Funds.

5.04. Vesting of Accounts.

A Participant's Accounts shall be 100% vested at all times. Notwithstanding anything to the contrary in this Section 5.04, the Committee may cause a forfeiture with respect to all or a portion of a Participant's Accounts if the Committee determines that the Participant's Separation from Service is for Cause.

5.05. No Actual Investment.

Notwithstanding that the returns credited to Participants' Accounts are based upon the actual performance of the corresponding deemed Investment Funds selected by a Participant, the Company shall not be obligated to invest any Compensation deferrals by Participants under this Plan and the Participant shall have no interest in any amounts that are actually invested to pay benefits under this Plan.

5.06. Statement of Accounts.

The Committee shall provide to each Participant, not less frequently than annually, a statement in such form as the Committee deems desirable setting forth the balance standing to the credit of each Participant in each of the Participant's Accounts.

5.07. Distributions from Sub-Accounts.

Any distribution made to or on behalf of a Participant from one or more of the Participant's Sub-Accounts in an amount that is less than the entire balance of any such Sub-Account shall be made pro rata from each of the Investment Funds to which such Sub-Account is then allocated except, and only to the extent, that the Participant (or Beneficiary, if applicable) elects, before the scheduled distribution date, to receive a distribution in shares of Voting Securities, up to the value of the amount to be distributed. Distributions shall be in the form of cash, except that a Participant shall receive deemed investments in Voting Securities (including deemed investments in the AMETEK Company Stock Fund) in shares of Voting Securities. Any Voting Securities distributed shall be deemed issued pursuant to the AMETEK, Inc. 2011 Omnibus Incentive Compensation Plan or any successor plan that provides Eligible Directors with the opportunity to receive Voting Securities.

ARTICLE 6. PAYMENT OF PLAN BENEFITS

6.01. Payments from the Retirement Distribution Account.

Except as provided in Sections 6.03, 6.04, 6.05, and 6.06, benefits under the Retirement Distribution Option shall be paid to a Participant as follows:

(a) **General.** Unless otherwise elected pursuant to Section 6.01(b) or modified pursuant to Section 6.01(c), a Participant who Retires shall receive the Participant's Retirement Distribution Account in the form of a lump sum on the January 31 of the Plan Year following the year in which the Participant Retires.

(b) **Distribution Election.** A Participant may elect a form or time of payment other than those provided in Section 6.01(a) for a Retirement Distribution Sub-Account, other than a Pre-2019 Sub-Account, by filing a distribution election form for the Retirement Distribution Sub-Account with the Committee at the same time the Participant is required to make an irrevocable Compensation deferral election under the Plan for the Retirement Distribution Sub-Account for the Plan Year. The distribution election for any Pre-2019 Sub-Account of a Retirement Distribution Account is the distribution election on file for the Sub-Account as of October 1, 2018. The distribution election shall determine the time and manner of the distribution from the Participant's Retirement Distribution Sub-Account under this Section 6.01 if the Participant Retires, unless the election is modified pursuant to Section 6.01(c). An Eligible Director may choose for the form or time election under this Section 6.01(b) to apply to deferrals to Retirement Distribution Sub-Accounts for subsequent Plan Years, in which case the form or time election shall remain in effect until the last day of the Plan Year in which Eligible Director timely files a new form or time election in accordance with this Section 6.01(b), and such new election shall apply to Compensation earned in the following Plan Year.

(1) Optional Forms of Distribution. A Participant who does not wish to receive a Retirement Distribution Sub-Account in the form of a lump sum may elect to receive the Retirement Distribution Sub-Account in the form of up to fifteen (15) annual installments.

(2) Optional Times for Distribution. A Participant who does not wish to receive a Retirement Distribution Sub-Account as provided in Section 6.01(a) may elect for distribution of the Retirement Distribution Sub-Account to commence on one of the following: (A) January 31 of the second, third, fourth or fifth Plan Year following the year in which the Participant Retires or (B) the later of (i) January 31 of the Plan Year following the year in which the Participant Retires, or (ii) January 31 of the Plan Year following the year in which the Participant becomes age 75.

(c) **Modification of Distribution Election.** After making an initial distribution election pursuant to Section 6.01(b) or making a Compensation deferral that is subject to the default distribution rule set forth in Section 6.01(a), a Participant may file an election with the Committee, in a form satisfactory to the Committee, to modify the payment date or to specify that a Retirement Distribution Sub-Account be paid in installments rather than a lump sum or in a greater number of annual installments (but not more than fifteen (15) annual installments); provided, however, that such

election:

(1) is filed with the Committee at least twelve (12) months prior to the date of the first scheduled payment;

(2) is not effective until at least twelve (12) months after the date on which the election is made;

(3) defers the lump sum payment or the first installment payment with respect to which such election is made for a period of not less than five (5) years from the date such payment would have otherwise been made;

(4) does not accelerate payment of the Retirement Distribution Sub-Account; and

(5) does not request more than fifteen (15) annual installments.

(d) **Amount of Payments.**

(1) Lump sum payment. Any lump-sum benefit payable from a Retirement Distribution Sub-Account in accordance with this Section 6.01 shall be paid in an amount equal to the value of the Retirement Distribution Sub-Account as of the Valuation Date.

(2) Installment Payments. If annual installments are elected for a Retirement Distribution Sub-Account in accordance with this Section 6.01, the amount of the first annual installment payment shall equal (A) the value of the Retirement Distribution Sub-Account as of the Valuation Date, divided by (B) the number of annual installment payments elected by the Participant. The remaining annual installments shall be paid on January 31 of each succeeding Plan Year in an amount equal to (C) the value of the Retirement Distribution Sub-Account as of the Valuation Date divided by (D) the number of installments remaining.

(e) **Benefits Upon Separation from Service.** Any Retirement Distribution Sub-Account of a Participant who Separates from Service (other than by reason of the Participant's death or Retirement) before the date on which the Retirement Distribution Sub-Account would otherwise be distributed shall be distributed in a lump sum on the January 31 of the Plan Year following the year in which the Participant Separates from Service.

6.02. Payments from the In-Service Distribution Account.

Except as provided in Sections 6.03, 6.04, 6.05, and 6.06, benefits under the In-Service Distribution Option shall be paid to a Participant as follows:

(a) **General.** Except as provided in Section 6.02(e), otherwise elected pursuant to Section 6.02(b), or otherwise modified in accordance with Section 6.02(c), a Participant's In-Service Distribution Sub-Account shall be paid in a lump sum on the date that occurs two years after the Participant elects to allocate a portion of the Compensation deferral to the In-Service Distribution Sub-Account.

(b) **Distribution Election.** A Participant may elect a form or time of payment other than those provided in Section 6.02(a) for an In-Service Distribution Sub-Account by filing a distribution election form for the In-Service Distribution Sub-Account with the Committee at the same time that the Participant is required to make an irrevocable Compensation deferral election for the In-Service Distribution Sub-Account. Except as provided in Section 6.02(e), this distribution election shall determine the time and manner of the distribution from the Participant's In-Service Distribution Sub-Account, unless the election is modified pursuant to Section 6.02(c).

(1) Optional Forms of Distribution. A Participant who does not wish to receive an In-Service Distribution Sub-Account in the form of a lump sum may elect to receive the In-Service Distribution Sub-Account in the form of up to fifteen (15) annual installments.

(2) Optional Times for Distribution. A Participant who does not wish to receive an In-Service Distribution Sub-Account as provided in Section 6.02(a) may elect for distribution of the In-Service Distribution Sub-Account to commence on any specified future date occurring no earlier than January 1 of the Plan Year following the first anniversary of the date the Compensation deferral election related to the Sub-Account becomes irrevocable.

(c) **Modification of Distribution Election.** After making an initial distribution election pursuant to Section 6.02(b) or making a Compensation deferral that is subject to the default distribution rule set forth in Section 6.02(a), a Participant may file an election with the Committee, in a form satisfactory to the Committee, to modify the payment date or to specify that an In-Service Distribution Sub-Account be paid in installments rather than a lump sum or in a greater number of annual installments (but not more than fifteen (15) annual installments); provided, however, that such election:

(1) is filed with the Committee at least twelve (12) months prior to the date of the first scheduled payment;

(2) is not effective until at least twelve (12) months after the date on which the election is made;

(3) defers the lump sum payment or the first installment payment with respect to which such election is made for a period of not less than five (5) years from the date such payment would have otherwise been made;

(4) does not accelerate payment of the In-Service Distribution Sub-Account; and

(5) does not request more than fifteen (15) annual installments.

(d) **Amount of Payments**.

(1) Lump Sum. Any lump-sum amount payable from an In-Service Distribution Sub-Account in accordance with this Section 6.02 shall be paid in an

amount equal to the value of the In-Service Distribution Sub-Account as of the Valuation Date.

(2) Installment Payments. If annual installment payments are elected for an In-Service Distribution Sub-Account in accordance with this Section 6.02, the first annual installment payment shall equal (A) the value of the In-Service Distribution Sub-Account as of the Valuation Date, divided by (B) the number of annual installment payments elected by the Participant. The remaining annual installments shall be paid on January 31 of each succeeding Plan Year in an amount equal to (A) the value of the In-Service Distribution Sub-Account as of the Valuation Date divided by (B) the number of installments remaining.

(e) **Benefits Upon Separation from Service.** If a Participant Separates from Service prior to the date on which an In-Service Distribution Sub-Account would otherwise be distributed, other than by reason of the Participant's death, any amounts credited to the In-Service Distribution Sub-Account shall be distributed in a lump sum on the January 31 of the Plan Year following the year in which the Participant Separates from Service.

6.03. Payments Upon Death of Participant.

(a) **Death of Participant Before the Commencement of Benefits.**

If a Participant dies before beginning to receive benefits from one or more Sub-Accounts in accordance with Section 6.01 or 6.02, the sum of benefits due from all such Sub-Accounts shall be paid to the Participant's Beneficiary in a single lump sum on the first day of the month following the Participant's death, in lieu of any benefits otherwise payable under the Plan to or on behalf of such Participant. The amount of any lump sum benefit payable in accordance with this Section 6.03 shall equal the value of such Sub-Accounts as of the Valuation Date.

(b) **Death of Participant After Benefits Have Commenced.**

If a Participant dies after annual installments payable under Section 6.01 or 6.02 from a Sub-Account have commenced, but before the entire balance of any such Sub-Account has been paid, any remaining installments shall be paid in lump sum on the first day of the month following the Participant's death. If installments remain to be paid from more than one Sub-Account, a single lump sum payment will be made on the first day of the month following the Participant's death equal to the sum of the remaining installments for all such Sub-Accounts.

6.04. Payments in the Event of an Emergency.

(a) **Eligibility for Emergency Benefit.**

If the Committee, in its sole discretion, determines, upon written request of a Participant, that the Participant has suffered an unforeseeable financial emergency (within the meaning of section 409A of the Code), the Company shall pay to the Participant from the Participant's Accounts, within thirty (30) days following such determination, an amount necessary to meet the emergency, after deduction of any

and all taxes as may be required pursuant to Section 6.08 (the "Emergency Benefit"). For purposes of this Plan, an unforeseeable financial emergency is an unexpected need for cash arising from an illness or accident of the Participant, the Participant's spouse or dependent; loss of the Participant's property due to casualty; or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. It is intended that the Committee's determination as to whether a Participant has suffered an "unforeseeable financial emergency" shall be made consistent with the requirements under section 409(A) of the Code. Cash needs arising from foreseeable events such as the purchase of a house or education expenses for children shall not be considered to be the result of an unforeseeable financial emergency.

(b) **Source of Payment.**

Emergency Benefits shall be paid first from the Participant's In-Service Distribution Account, if any, to the extent the balance of such In-Service Distribution Account is sufficient to meet the emergency. If the distribution exhausts the In-Service Distribution Account, the Retirement Distribution Account may be accessed. Emergency Benefits shall be paid from the Sub-Accounts within each Account in sequential order based on distribution date starting with the Sub-Account with the earliest distribution date. With respect to that portion of any Account that is distributed to a Participant as an Emergency Benefit in accordance with this Section 6.04, no further benefit shall be payable to the Participant under this Plan.

(c) **Restriction on Deferrals.**

Notwithstanding anything in this Plan to the contrary and to the extent permitted by section 409A of the Code, an outstanding Compensation deferral by a Participant who receives an Emergency Benefit in any Plan Year shall be canceled for that Plan year and any subsequent Plan Years.

6.05. Payments Upon Disability of Participant.

If a Participant becomes disabled before beginning to receive benefits in accordance with Section 6.01 or 6.02, benefits shall be paid to the Participant in a lump sum within thirty (30) days after the Committee finds, in its sole discretion, that the Participant has a Disability.

6.06. Payments Upon a Change in Control.

If there is a Change in Control, a Participant will receive the full amount credited to the Participant's Retirement Distribution Account and In-Service Distribution Account in a lump sum. Any lump-sum benefit payable in accordance with this paragraph shall be paid in, but not later than January 31 of, the Plan Year following the Plan Year in which such Change in Control occurs, in an amount equal to the value of such Retirement Distribution Account and In-Service Distribution Account as of the Valuation Date.

6.07. Administrative Acceleration or Delay of Payment.

A payment is treated as being made on the date when it is due under the Plan if the payment is made (a) no earlier than thirty (30) days before the due date specified by the Plan or (b) on

a date no later than the due date specified by the Plan that is either (1) in the same Plan Year (for a payment whose specified due date is on or before September 30) or (2) by the fifteenth (15th) day of the third calendar month following the date specified by the Plan (for a payment whose specified due date is on or after October 1).

6.08. Withholding.

The Company shall withhold from any payment made pursuant to this Plan any taxes the Company reasonably believes are required to be withheld from such payments under local, state, or federal law. Unless otherwise determined by the Company, withholding obligations on Voting Securities shall be settled with Voting Securities, including Voting Securities that are part of a distribution that gives rise to the withholding obligation.

6.09. Payment to Guardian.

If a Plan benefit is payable to a minor or a person declared incompetent or to a person incapable of handling the disposition of the property, the Committee may direct payment to the guardian, legal representative or person having the care and custody of such minor, incompetent or person. The Committee may require proof of incompetency, minority, incapacity or guardianship as it may deem appropriate prior to distribution. Such distribution shall completely discharge the Committee and Company from all liability with respect to such benefit.

6.10. Effect of Payment.

The full payment of the applicable benefit under this Article 6 shall completely discharge all obligations on the part of the Company to the Participant (and the Participant's Beneficiary) with respect to the operation of this Plan, and the Participant's (and Participant's Beneficiary's) rights under this Plan shall terminate.

ARTICLE 7. BENEFICIARY DESIGNATION

7.01. Beneficiary Designation.

Each Participant shall have the right, at any time before the Participant's death, to designate one (1) or more persons or entities as Beneficiary (both primary and secondary) to whom benefits under this Plan shall be paid in the event of the Participant's death prior to complete distribution of the Participant's Account. Each Beneficiary designation shall be in a written form prescribed by the Committee and shall be effective only if filed with the Committee during the Participant's lifetime.

7.02. Changing Beneficiary.

Any Beneficiary designation may be changed without the consent of the previously named Beneficiary by the filing of a new Beneficiary designation with the Committee.

7.03. No Beneficiary Designation.

If any Participant fails to designate a Beneficiary in the manner provided above, if the designation is void, or if the Beneficiary designated by a deceased Participant dies before the Participant or before complete distribution of the Participant's benefits, the Participant's Beneficiary shall be the person in the first of the following classes in which there is a survivor:

(a) the Participant's surviving spouse;

(b) the Participant's children in equal shares, except that if any of the children predeceases the Participant but leaves surviving issue, then such issue shall take by right of representation the share the deceased child would have taken if living; or

(c) the Participant's estate.

7.04. Effect of Payment.

Payment to the Beneficiary shall completely discharge the Company's obligations under this Plan.

ARTICLE 8. ADMINISTRATION OF THE PLAN

8.01. Committee Duties.

This Plan shall be administered by the Committee, which shall consist of the members of the Compensation Committee of the Board or its delegee(s), except in the event of a Change in Control as provided in Section 8.05 below. The Committee shall have the full discretionary authority to (a) make, amend, interpret and enforce all appropriate rules and regulations for the administration of the Plan and decide or resolve any and all questions, including interpretations of the Plan, as they may arise in such administration, and (b) establish and maintain an investment policy for the Plan, select appropriate Investment Funds to implement the investment policy, monitor the performance of such Investment Funds, and change the selection of Investment Funds from time to time in a manner consistent with the objectives of the investment policy. A Committee member who is also a Participant in this Plan shall be prohibited from voting on any matter which may, in the opinion of the balance of the Committee, directly affect the Committee member's individual rights or benefits under this Plan. A majority vote of the Committee members permitted to vote shall control any decision.

8.02. Agents.

The Committee may, from time to time, delegate to the executive officers of the Company such administrative duties as it deems appropriate, employ agents and delegate to them such administrative duties as it sees fit, and consult with counsel who may be counsel to the Company. The Committee has delegated joint responsibility for the administrative oversight of the Plan to the Chief Executive Officer and the Chief Administrative Officer of the Company. The Chief Executive Officer and the Chief Administrative Officer of the Company may delegate the day-to-day operations of the Plan to such employees or agents as they deem appropriate.

8.03. Binding Effect of Decisions.

The decision or action of the Committee, its delegees, or agents with respect to any question arising out of or in connection with the administration, interpretation and application of the Plan and the rules and regulations promulgated hereunder shall be final, conclusive and binding upon all persons having any interest in the Plan.

8.04. Indemnity of Committee.

The Company shall indemnify and hold harmless each member of the Committee and any of its delegees or agents who are employees of the Company from any and all claims, losses, damages, expenses (including counsel fees) and liability (including any amounts paid in settlement of any claim or any other matter with the consent of the Board) arising from any act or omission of such individual, except when the same is due to gross negligence or willful misconduct.

8.05. Election of Committee After Change in Control.

After a Change in Control, the Plan shall be administered by the Compensation Committee if vacancies on the Committee are filled by majority vote of the remaining Committee members and Committee members may be removed only by such a vote. If members of the Compensation Committee are not elected or removed pursuant to the preceding sentence after a Change in Control, the Plan shall be administered by a Committee that consists of the same number of members as the Compensation Committee before the Change in Control and is comprised of the remaining Compensation Committee members and members elected by majority vote of the remaining Committee members. Members of the Committee may be removed only by a majority vote of the remaining Committee members. If no members of the Compensation Committee before the Change in Control remain, a new Committee shall be elected by majority vote of the Participants in the Plan immediately preceding such Change in Control. No amendment shall be made to Article 8 or other Plan provisions regarding Committee authority with respect to the Plan without prior approval by the Committee.

ARTICLE 9. CLAIMS PROCEDURE

9.01. Claim.

Any person or entity claiming a benefit, requesting an interpretation or ruling under the Plan (hereinafter referred to as "Claimant"), or requesting information under the Plan shall present the request in writing to the Corporate Human Resources Department, which shall respond in writing as soon as practical, but not later than ninety (90) days after receipt of the claim, unless the Corporate Human Resources Department notifies the Claimant that special circumstances require an additional period of time (not to exceed 90 days) to review the claim properly.

9.02. Denial of Claim.

If the claim or request is denied, the written notice of denial shall state:

(a) the reasons for denial, with specific reference to the Plan provisions on which the denial is based;

(b) a description of any additional material or information required and an explanation of why it is necessary; and

(c) an explanation of the Plan's claim review procedure.

9.03. Review of Claim.

Any Claimant whose claim or request is denied or who has not received a response within the time limits set forth above may request a review by notice given in writing to the Committee. Such request must be made within sixty (60) days after receipt by the Claimant of the written notice of denial, or, in the event Claimant has not received a timely response, within 60 days after the date the Corporate Human Resources Department was required to respond to the claim under Section 9.01. The claim or request shall be reviewed by the Committee which may, but shall not be required to, grant the Claimant a hearing. On review, the claimant may have representation, examine pertinent documents, and submit issues and comments in writing.

9.04. Final Decision.

The decision on review shall normally be made within sixty (60) days after the Committee's receipt of claimant's claim or request. If an extension of time is required for a hearing or other special circumstances, the Claimant shall be notified and the time limit shall be one hundred twenty (120) days. The decision shall be in writing and shall state the reasons and the relevant Plan provisions. All decisions on review shall be final and bind all parties concerned.

ARTICLE 10. AMENDMENT AND TERMINATION OF PLAN

The Plan may be amended, suspended, discontinued or terminated at any time by the Board; provided, however, that no such amendment, suspension, discontinuance or termination shall reduce or in any manner adversely affect the rights of any Participant with respect to benefits that are payable or may become payable under the Plan based upon the balance of the Participant's Retirement Account and In-Service Distribution Account as of the effective date of such amendment, suspension, discontinuance or termination.

ARTICLE 11. MISCELLANEOUS

11.01. Hypothetical Accounts.

Each account, sub-account and investment established under the Plan shall be hypothetical in nature and shall be maintained for bookkeeping purposes only. The accounts and sub-accounts established under the Plan shall hold no actual funds or assets. Any liability of the Company to any Participant, former Participant, or Beneficiary with respect to a right to payment shall be based solely upon contractual obligations created by the Plan. Neither the Company, the Board, nor any other person shall be deemed to be a trustee of any amounts to be paid under the Plan. Nothing contained in the Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship, between or among the Company, a Participant, or any other person.

11.02. Company Obligation.

The Company shall not be required to fund any obligations under the Plan. Except as provided in Section 11.03, any assets that may be accumulated by the Company to meet its obligations under the Plan shall for all purposes be part of the general assets of the Company. To the extent that any Participant or Beneficiary acquires a right to receive payments under the Plan for which the Company is liable, such rights shall be no greater than the rights of any unsecured general creditor of the Company.

11.03. Trust Fund.

The Company shall be responsible for the payment of all benefits provided under the Plan. Before a Change in Control, at its discretion, the Company may establish one (1) or more trusts, with such trustees as the Committee may approve, for the purpose of assisting in the payment of such benefits. Following a Change in Control, the Company shall establish one (1) or more trusts, with such trustees as the Committee may approve, for the purpose of assisting in the payment of such benefits. If, as a result of a Change in Control, Voting Securities will no longer exist, the Committee may, in its sole discretion, allocate the value of each Participant's Voting Securities to an Investment Fund. Although such a trust may be irrevocable, its assets shall be held for payment of all Company's general creditors in the event of insolvency. To the extent any benefits provided under the Plan are paid from any such trust, Company shall have no further obligation to pay them. If not paid from the trust, such benefits shall remain the obligation of Company. No assets of the trust or the Company shall become restricted to provide benefits under the Plan in connection with a change in the Company's financial health.

11.04. Nonassignability.

Neither a Participant nor any other person shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate or convey in advance of actual receipt the amounts, if any, payable hereunder, or any part thereof, which are, and all rights to which are, expressly declared to be unassignable and non-transferable. No part of the amounts payable shall, prior to actual payment, be subject to seizure or sequestration for the payment of any debts, judgments, alimony or separate maintenance owed by a Participant or any other person, nor be transferable by operation of law in the event of a Participant's or any other person's bankruptcy or insolvency, except that

the Committee may recognize a domestic relations order in accordance with procedures that it may establish for this purpose.

11.05. Not a Contract of Employment.

This Plan shall not constitute a contract of employment between Company and the Participant. Nothing in this Plan shall give a Participant the right to be retained in the service of Company or to interfere with the right of the Company to discipline or discharge a Participant at any time.

11.06. Protective Provisions.

A Participant will cooperate with Company by furnishing any and all information requested by Company, in order to facilitate the payment of benefits hereunder, and by taking such other action as may be requested by Company.

11.07. Governing Law.

The Plan shall be construed and enforced in accordance with applicable federal law and, to the extent not preempted by federal law, the laws of the Commonwealth of Pennsylvania (without regard to the legislative or judicial conflict of laws rules of any state or other jurisdiction).

11.08. Severability.

If any provision of this Plan is held unenforceable, the remainder of the Plan shall continue in full force and effect without regard to such unenforceable provision and shall be applied as though the unenforceable provision were not contained in the Plan. In addition, if any provision of the Plan shall be found to violate section 409A of the Code or otherwise result in benefits under the Plan being subject to income tax prior to distribution, such provision shall be void and unenforceable, and the Plan shall be administered without regard to such provision.

11.09. Headings.

Headings are inserted in this Plan for convenience of reference only and are to be ignored in the construction of the provisions of the Plan.

11.10. Notice.

Any notice required or permitted under the Plan shall be sufficient if in writing and hand delivered or sent by registered mail, certified mail, or reputable overnight delivery service. Such notice shall be deemed given as of the date of delivery or, if delivery is made by mail or overnight delivery, as of the date shown on the postmark on the receipt for registration or certification or on the records of the overnight delivery company. Mailed notice to the Committee shall be directed to the Company's address. Mailed notice to a Participant or Beneficiary shall be directed to the individual's last known address in Company's records.

11.11. Successors.

The provisions of this Plan shall bind the Company and its successors and assigns. The term successors as used herein shall include any corporate or other business entity which shall, whether by merger, consolidation, purchase or otherwise acquire all or substantially all of the business and assets of Company, and successors of any such corporation or other business entity.

IN WITNESS WHEREOF, and as evidence of the adoption of this Plan by the Company, AMETEK, Inc. has executed the same this 30th day of Sept., 2018.

AMETEK, INC.

BY: /s/ DAVID A. ZAPICO
David A. Zapico, Chief Executive Officer

BY: /s/ RONALD J. OSCHER
Ronald J. Oscher, Chief
Administrative Officer

DATE: September 30, 2018

ATTEST

BY: /s/ LYNN CARINO
Assistant Corporate Secretary
Lynn Carino

EXHIBIT A TO AMETEK, INC. DIRECTORS' DEFERRED COMPENSATION PLAN

LIST OF INVESTMENT FUNDS

Effective before October 1, 2018:

1. The "**AMETEK Fund**" which consists of deemed investments in whole and fractional shares of Voting Securities based on the average closing price of the shares on the principal exchange on which the shares are traded for the last 10 trading days of the month preceding the deemed investment. Deemed dividends on the shares allocated to the AMETEK Fund shall be credited to the Fund during a Plan Year when dividends are actually paid on shares of Voting Securities and shall be deemed to be invested in additional shares of Voting Securities on the last business day of such Plan Year based on the closing price of the shares on the principal exchange on which the shares are traded for the first 10 trading days of December preceding the deemed investment. Deemed investments in whole and fractional shares of Voting Securities under the Plan shall be considered grants of stock units (or phantom stock) under the AMETEK, Inc. 2011 Omnibus Incentive Compensation Plan or any successor plan that provides Eligible Directors with the opportunity to receive grants of stock units or phantom stock in Voting Securities.

   The AMETEK Fund shall be closed to new deemed investments, effective September 28, 2018 (the "Closing Date"). Any cash representing deemed dividends credited to the AMETEK Fund during 2018 on or before the Closing Date shall be transferred to the AMETEK Company Stock Fund on October 1, 2018 ("Transferred Dividend Credits"). Likewise, the value of a Participant's deemed investment in Voting Securities in the AMETEK Fund shall be transferred to the AMETEK Company Stock Fund on October 1, 2018, and converted to unitized shares under the AMETEK Company Stock Fund as described below.

2. The "**Interest Fund**" which shall be deemed to earn compound interest on principal at one and one-half percent higher than the 10-year Treasury Note rate as set forth in The Wall Street Journal as of the first business day of each calendar quarter.

   The Interest Fund with quarterly interest as described in this paragraph shall be closed to new deemed investments, effective September 28, 2018. The interest rate for the third quarter of 2018 shall be equal to (1) the sum of one and one-half percent *plus* the 10-year Treasury Note rate as set forth in The Wall Street Journal as of October 1, 2018, *divided by* (2) a fraction determined by dividing the number of days in the third quarter (92) by the number of days in the year (365). Any interest due or owing under the Interest Fund as of September 28, 2018, shall be credited on September 28, 2018, prior to closing the Interest Fund. All deemed investments in the Interest Fund will be transferred to the daily interest version of the Interest Fund (described below) effective October 1, 2018.

Effective October 1, 2018:

1. "**AMETEK Retirement and Savings Plan Investment Options**": The deemed investments in the investment funds offered under the AMETEK, Inc. Retirement and Savings Plan, including the AMETEK Company Stock Fund.

   A Participant's closing deemed investment balance in the AMETEK Fund as of the

Closing Date, shall be deemed invested in the AMETEK Company Stock Fund as of October 1, 2018. A Participant's opening deemed investment balance in the AMETEK Company Stock Fund as of October 1, 2018 shall consist of:

(a) Unitized shares in the AMETEK Company Stock Fund equal to the deemed value of the Participant's hypothetical investment in Voting Securities in the AMETEK Fund on the Closing Date, determined using the closing price of the shares on the principal exchange on which the shares are traded as of the Closing Date; and

(b) Unitized shares in the AMETEK Company Stock Fund equal to the deemed value of the Participant's Transferred Dividend Credits divided by the closing price of the unitized shares as of the Closing Date.

2. The "**Interest Fund**" which shall be deemed to earn compound interest on principal at one and one-half percent higher than the 10-year Treasury Note rate as set forth in The Wall Street Journal as of each business day.

A Participant's opening deemed investment balance in this daily interest version of the Interest Fund as of October 1, 2018, shall equal the Participant's deemed closing balance, if any, in the quarterly interest version of the Interest Fund as of September 28, 2018.

Exhibit 10.2

THE AMETEK RETIREMENT AND SAVINGS PLAN

Amended and Restated as of September 4, 2018

TABLE OF CONTENTS

ARTICLE 1. PURPOSE

1.01 History of Plan.

The AMETEK Retirement and Savings Plan (the "Plan") was originally adopted, effective October 1, 1984, by AMETEK, Inc. (the "Company") with the approval of its Board of Directors.

The Plan was amended and restated, effective January 1, 2012, to reflect amendments adopted since the restatement dated January 1, 2002, the merger of the AMETEK 401(k) Plan for Acquired Businesses into the Plan on January 1, 2008, and additional clarifications and amendments intended to improve administration of the Plan.

The Plan was amended and restated, effective April 1, 2014, to provide for Roth and after-tax contributions, to accept direct rollovers of Roth and after-tax contributions, and to adopt additional clarifications and amendments intended to improve administration of the Plan.

The Plan was amended and restated, effective January 1, 2017, to reflect additional clarifications and amendments.

The Plan is hereby amended and restated, effective September 4, 2018 (except as otherwise provided), to reflect additional clarifications and amendments.

1.02 Purpose.

The Plan is intended to qualify as a profit sharing plan with a cash or deferred arrangement under sections 401(a) and 401(k) of the Internal Revenue Code (the "Code"). Although the Plan is intended to qualify as a profit sharing plan, employer contributions to the Plan may be made without regard to profits.

1.03 Effective Date.

Except as specifically provided:

(a) The Plan as amended and restated in this document will apply only to eligible persons who are employees of an Employer Unit on or after September 4, 2018; and

(b) The rights and benefits of Participants whose employment ended before September 4, 2018, will be determined under the applicable instruments in effect when their employment ended, or as otherwise specifically provided in those instruments.

ARTICLE 2. DEFINITIONS AND CONSTRUCTION

2.01 Definitions.

For the purpose of this Plan, the following terms will have the meanings set forth below, unless the context clearly indicates otherwise.

(a) **Account or Accounts.** "Account" or "Accounts" for any Participant means any account or accounts established pursuant to Section 7.01. As used in the Plan, the terms "Account" or "Accounts" will mean any relevant one of the Accounts or all Accounts as the context requires.

(b) **Adoption Agreement.** "Adoption Agreement" means the agreement by which the Plan is adopted with regard to certain Eligible Employees at a Covered Location of an Employer Unit and sets forth certain specifications applicable under the Plan with respect to such Eligible Employees. An Adoption Agreement will be effective as of the Effective Date stated in Paragraph A of the Adoption Agreement.

(c) **Affiliate.** "Affiliate" means any company that is:

(1) a member of a controlled group of corporations as defined in section 414(b) of the Code (determined under section 1563(a) of the Code without regard to sections 1563(a)(4) and (e)(3)(C) of the Code) with the Company;

(2) any trade or business under common control (as defined in section 414(c) of the Code) with the Company;

(3) any member of an affiliated service group (as defined in section 414(m) of the Code) that includes the Company; or

(4) any other entity required to be aggregated with the Company pursuant to regulations under section 414(o) of the Code.

Notwithstanding the foregoing, for purposes of Section 6.02, the definitions in sections 414(b) and (c) of the Code will be modified by substituting the phrase "more than 50 percent" for the phrase "at least 80 percent" each place it appears in section 1563(a)(1) of the Code.

(d) **After-Tax Contributions.** "After-Tax Contributions" means the contributions made to the Plan by an Eligible Employee pursuant to a Participant election under Section 4.02.

(e) **After-Tax Contribution Account.** "After-Tax Contribution Account" means the record of assets held by the Trustee for a Participant or Beneficiary under the Plan that is derived from After-Tax Contributions.

(f) **Alternate Payee.** "Alternate Payee" means any Spouse, former Spouse, child or other dependent of a Participant who is recognized by a Qualified Domestic

Relations Order as having a right to receive all, or a portion, of the benefits payable under the Plan with respect to a Participant.

(g) **Base Group.** "Base Group" means for any calendar year, each Participant described in Section 3.02:

(1) other than a Participant who is a non-Highly Compensated Employee, has not attained age twenty-one (21), and has completed less than a Year of Service before the last day of the Plan Year;

(2) who is employed by an Employer Unit as an Eligible Employee at any time during that year; and

(3) who is not in the Test Group.

(h) **Beneficiary.** "Beneficiary" means any individual or legal entity who or which becomes eligible to receive benefits payable under the Plan in the event of a Participant's death, as provided in Section 12.04.

(i) **Board of Directors.** "Board of Directors" means the Board of Directors of the Company, as it may be constituted from time to time, and any committee, officer, or other individual to which or to whom the Board of Directors will have delegated any of its responsibilities under the Plan.

(j) **Catch-Up Contributions.** "Catch-Up Contribution" means a Pre-Tax Contribution or Roth Contribution that meets the requirements of Section 4.03.

(k) **Catch-Up Contribution Account.** "Catch-Up Contribution Account" means the record of assets held by the Trustee for a Participant or Beneficiary under the Plan that is derived from Catch-Up Contributions.

(l) **Code.** "Code" means the Internal Revenue Code of 1986, as amended.

(m) **Committee.** "Committee" means the Committee appointed and serving pursuant to Article 14.

(n) **Company.** "Company" means AMETEK, Inc., a Delaware corporation, or any successor that assumes its obligations under the Plan.

(o) **Company Stock.** "Company Stock" means common stock of the Company.

(p) **Company Stock Fund.** "Company Stock Fund" means the Investment Fund established pursuant to Section 8.01(b).

(q) **Compensation.** "Compensation" means (1) wages as defined in section 3401(a) of the Code and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under sections 6041(d), 6051(a)(3), and 6052 of the Code, (2) amounts deferred at the election of the Employee that would be included in wages if not deferred pursuant to the rules of section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) of the

Code, and (3) any amounts deducted from an Employee's earnings on a pre-tax basis for group health care coverage because the Employer does not request or collect information regarding the Employee's other health care coverage as part of the enrollment process for the health plan, to the extent that the sum of these amounts is less than the applicable limitation under section 401(a)(17) of the Code. Compensation is determined without regard to any rules under section 3401(a) that would otherwise limit the remuneration included in wages based on the nature or location of the employment or the services performed. Compensation includes only amounts actually paid to the Employee during the period he was a Participant in the Plan during a Plan Year or would have been payable during such period but for the Employee's election to defer amounts in accordance with section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) of the Code; provided that Compensation will include regular pay (within the meaning of Treasury Regulation section 1.415(c)-2(e)(3)(i)) that is paid by the later of two and one-half months after the Participant terminates employment with an Employer or Affiliate or the end of the Plan Year. Compensation does not include the following:

(1) sign-on bonuses (and for purposes of Catch-Up Contributions only, any performance or non-performance based bonus payments);

(2) reimbursements or other expense allowances;

(3) cash or non-cash fringe benefits (other than elective deferrals as described above), including tuition, housing, dependent education, and car allowance;

(4) moving expenses;

(5) deferred compensation (other than elective deferrals as described above), including amounts attributable to the grant, exercise, vesting, or payment of stock options, restricted stock, and other stock-based rights;

(6) amounts credited or paid under any employee welfare benefit plan (other than the elective deferrals described above);

(7) severance benefits (paid in any form); and

(8) imputed income with respect to split-dollar life insurance.

To the extent required by section 414(u)(12) of the Code and guidance issued thereunder, an individual receiving differential wage payments (within the meaning of section 3401(h)(2) of the Code) from the Employer on or after January 1, 2009, will be treated as an employee and the differential wage payments will be treated as Compensation.

The annual Compensation of each Employee taken into account under the Plan will not exceed $200,000, as adjusted by the Commissioner of Internal Revenue for increases in the cost of living in accordance with section 401(a)(17)(B) of the Code.

(r) **Contribution Ratio.** "Contribution Ratio" means for any calendar year the ratio of the sum of the Participant's allocated Matching Contributions, After-Tax Contributions (including Pre-Tax or Roth Contributions that are recharacterized as After-Tax Contributions in accordance with Section 6.03(a)), and Retirement Incentive Contributions for that year (not including any make-up contributions pursuant to section 414(u)(2) of the Code) to the Participant's Compensation for that year. For this purpose, "compensation" means compensation as defined in section 414(s) of the Code and Treasury Regulation section 1.414(s)-1.

(s) **Covered Location.** "Covered Location" means a facility, plant, location, or other group of an Employer Unit designated as such in Paragraph C of an Adoption Agreement or Exit Agreement, or any successor to such facility, plant, location, or other group of an Employer Unit. An Employee will be considered employed at a Covered Location for which he performs the majority of his services or at the location that is responsible for the Employee, as determined by the Plan Administrator.

(t) **Deferral Ratio.** "Deferral Ratio" means for any calendar year the ratio of a Participant's Pre-Tax Contributions and Roth Contributions for that year (not including any Catch-Up Contributions or make-up contributions pursuant to section 414(u)(2) of the Code) to the Participant's Compensation for that year. For this purpose, "compensation" means compensation as defined in section 414(s) of the Code and Treasury Regulation section 1.414(s)-1.

(u) **Disabled**. "Disabled" means (1) if the Participant participated in a defined benefit pension plan maintained by the Employer or the Affiliate immediately before becoming disabled, the meaning of this term under the defined benefit pension plan; or (2) if the Participant does not participate in such a defined benefit pension plan immediately before becoming disabled, a Participant will be considered "Disabled" if he is receiving disability benefits from Social Security for a disability that occurs while he is employed by the Employer or an Affiliate.

(v) **Discretionary Contributions.** "Discretionary Contributions" means the contributions made to the Plan by an Employer on behalf of a Participant pursuant to Section 5.04.

(w) **Discretionary Contribution Account.** "Discretionary Contribution Account" means the record of assets held by the Trustee for a Participant or Beneficiary under the Plan that are derived from Discretionary Contributions.

(x) **Effective Date.** "Effective Date" means September 4, 2018.

(y) **Eligible Employee.** "Eligible Employee" means an individual who is (1) an Employee, (2) a member of a group that has been designated as included in the definition of "Eligible Employee" in Paragraph D of an Adoption Agreement, and (3) not a member of a group that has been designated as "Ineligible Employees" in Paragraph D of an Exit Agreement; provided that Eligible Employee will not include the following, unless Paragraph D of the applicable Adoption Agreement expressly provides to the contrary:

(1) a Leased Employee, unless required to be included as an Eligible Employee in order to meet the applicable requirements of section 414(n)(3) of the Code;

(2) an individual who is classified by the Employer or an Affiliate as a temporary or seasonal employee;

(3) a student who is employed by the Employer or an Affiliate while attending school or during his or her breaks from school or any other individual who is classified as an "intern" or temporary employee in accordance with the Employer's or Affiliate's regular employment practices and policies;

(4) an individual who is treated or classified by the Employer as a director, independent contractor or otherwise is not classified by the Employer as a "common law employee" of the Employer, even if he is later determined to be a "common law employee" of the Employer by reason of Revenue Ruling 87-41 or any successor thereto. If an individual who is excluded pursuant to this paragraph (4) later becomes classified as a common law employee of the Employer or an Affiliate for any reason, that individual will be deemed to be an Eligible Employee as of the later of (i) the date on which he is reclassified as a common law employee or (ii) the effective date as of which he is reclassified as a common law employee.

(5) an individual whose basic compensation for services on behalf of an Employer or Affiliate is not paid directly by an Employer or Affiliate;

(6) an individual employed under a contract or other agreement that provides that the individual is not eligible to participate in the Plan; or

(7) an individual employed by an Employer who is a non-resident alien and received no earned income (within the meaning of section 911(d)(2) of the Code) from the Employer that constitutes income from sources within the United States (within the meaning of section 861(a)(3) of the Code).

An individual will be a member of a group that has been designated as included in the definition of "Eligible Employee" in Paragraph D of an Adoption Agreement as of the date his Employer Unit treats him as a member of such a group if, within 60 days after such treatment begins, the Company adopts or amends an Adoption Agreement that designates him as included in the definition of "Eligible Employee" in Paragraph D.

(z) **Employee.** "Employee" means any person who is employed by the Employer or an Affiliate as a common law employee.

(aa) **Employer.** "Employer" means the Company and any Employer Unit.

(bb) **Employer Contribution.** "Employer Contribution" means Matching Contributions, Retirement Contributions, Retirement Incentive Contributions, Discretionary Contributions, or Profit-Sharing Contributions.

(cc) **Employer Unit.** "Employer Unit" means the Company or any Affiliate or any division or other group of the Company or an Affiliate that adopts this Plan as indicated in Paragraph B of an Adoption Agreement or Exit Agreement, or any successor to the Company or any such Affiliate, division, or other group of the Company or an Affiliate.

(dd) **Exit Agreement.** "Exit Agreement" means the agreement by which certain Employees at a Covered Location of an Employer Unit cease to participate in the Plan and that sets forth certain specifications applicable under the Plan with respect to such Employees. An Exit Agreement will be effective as of the Effective Date stated in Paragraph A of the Exit Agreement.

(ee) **Highly Compensated Employee.** "Highly Compensated Employee" means an Employee who:

(1) during the Plan Year or the preceding Plan Year was a Five Percent Owner (within the meaning of Section 19.02(d)), or

(2) for the preceding Plan Year had compensation (within the meaning of Section 6.02(c)(2)) in excess of $110,000 (or such other amount as may be prescribed from time-to-time by the Secretary of the Treasury pursuant to section 414(q)(1)(B)(i) of the Code).

This definition is intended to implement the definition of highly compensated employee in section 414(q) of the Code, and will be applied in a manner that is consistent with that section and with any relevant regulations or other guidance issued thereunder, including any regulations or other guidance adjusting the $110,000 amount.

(ff) **Hour of Service.** "Hour of Service" means each of the following, without duplication:

(1) each hour for which an Employee is paid or entitled to payment for the performance of duties for an Employer or an Affiliate;

(2) each hour for which an Employee is paid or entitled to payment by an Employer or Affiliate although no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, layoff, jury duty, military duty, or leave of absence;

(3) each hour for which back pay is awarded or agreed to by an Employer or Affiliate, irrespective of mitigation of damages; and

(4) each hour of military leave, in accordance with Section 20.03, or family and medical leave that is required by Federal law to be credited.

(gg) **In-Plan Roth Conversion**. "In-Plan Roth Conversion" means the transfer of amounts from an Account of the Participant to an In-Plan Roth Conversion Account.

(hh) **In-Plan Roth Conversion Account.** "In-Plan Roth Conversion Account" means the record of assets held by the Trustee for a Participant or Spouse Beneficiary under the Plan that are derived from In-Plan Roth Conversions.

(ii) **Insurance Contract.** "Insurance Contract" means an insurance policy, including, but not limited to, universal life insurance policies issued by a licensed insurance carrier, issued to the Trustee for the benefit of a Participant.

(jj) **Investment Fund.** "Investment Fund" means the one or more investment funds provided pursuant to Section 8.01.

(kk) **Leased Employee.** "Leased Employee" means any person who, pursuant to an agreement between the Employer or an Affiliate and any other person ("leasing organization"), performed services for the Employer or Affiliate or any related persons determined in accordance with section 414(n)(6) of the Code on a substantially full-time basis for a period of at least one year and such services are performed under the primary direction of or control by the Employer or Affiliate. In the case of any person who is a Leased Employee before or after a period of Service as an Employee, the entire period during which he performed services as a Leased Employee will be counted as service as an Employee for all purposes of the Plan, except that he will not, by reason of that status, become a Participant of the Plan. However, the period during which such individual performed services as a Leased Employee will not be counted as service as an Employee if, while a Leased Employee, (1) the individual is covered by a plan maintained by his leasing organization that meets the requirements of section 414(n)(5)(B) of the Code and (3) Leased Employees do not constitute more than twenty percent (20%) of the non-highly compensated workforce of the Employer. A Participant will not be deemed to have terminated employment for purposes of this Plan if he becomes a Leased Employee.

(ll) **Loan Fund.** "Loan Fund" means the Investment Fund described in Section 8.01(a).

(mm) **Matching Contributions.** "Matching Contributions" means the contributions made to the Plan by an Employer on behalf of a Participant pursuant to Section 5.01.

(nn) **Matching Contribution Account.** "Matching Contribution Account" means the record of assets held by the Trustee for a Participant or Beneficiary under the Plan that are derived from Matching Contributions.

(oo) **Merged Plan Contributions.** "Merged Plan Contributions" means the amounts that (1) are subject to a vesting schedule, distribution right, or other special right or feature identified in the Adoption Agreement that is not otherwise available under the Plan and (2) are transferred to the Plan on behalf of a Participant from a plan that is merged into the Plan pursuant to Section 18.04.

(pp) **Merged Plan Contribution Account.** "Merged Plan Contribution Account" means the record of assets held by the Trustee for a Participant or Beneficiary under the Plan that are derived from Merged Plan Contributions.

(qq) **Normal Retirement Age.** "Normal Retirement Age" means (1) age 65 for a Participant who is not eligible for Retirement Contributions pursuant to Paragraph E of the applicable Adoption Agreement or (2) the later of (i) age 65 or (ii) the fifth (5th) anniversary of the Participant's commencement of participation in the Plan.

(rr) **Participant.** "Participant" means any Eligible Employee who satisfies the requirements set forth in Article 3. In the event of the death or incompetency of a Participant, the term will mean the Participant's personal representative or guardian.

(ss) **Period of Severance.** "Period of Severance" means for any Employee, the period beginning on the Employee's Severance from Service Date and ending on the date the Employee next completes an Hour of Service.

(tt) **Plan.** "Plan" means The AMETEK Retirement and Savings Plan as it may be amended from time to time.

(uu) **Plan Administrator.** "Plan Administrator" means the person, group of persons, firm, or corporation serving as plan administrator pursuant to Section 14.01.

(vv) **Plan Year.** "Plan Year" means the 12-month period beginning on each January 1 and ending the following December 31.

(ww) **Predecessor Employer.** "Predecessor Employer" means a prior employer of an eligible Employee designated as such in Paragraph H of an Adoption Agreement.

(xx) **Pre-Tax Contributions.** "Pre-Tax Contributions" means the contributions made to the Plan by an Employer pursuant to a Participant election under Section 4.01.

(yy) **Pre-Tax Contribution Account.** "Pre-Tax Contribution Account" means the record of assets held by the Trustee for a Participant or Beneficiary under the Plan that is derived from Pre-Tax Contributions.

(zz) **Profit-Sharing Contributions.** "Profit-Sharing Contributions" means the contributions made to the Plan by an Employer on behalf of a Participant pursuant to Section 5.05.

(aaa) **Profit-Sharing Contribution Account**. "Profit-Sharing Contribution Account" means the record of assets held by the Trustee for a Participant or Beneficiary under the Plan that are derived from Profit-Sharing Contributions.

(bbb) **Qualified Domestic Relations Order.** "Qualified Domestic Relations Order" or "Order" means a domestic relations order (as defined in section 414(p) of the Code) that (1) creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable with respect to a Participant under the Plan and (2) meets the requirements of section 206(d)(3) of ERISA and section 414(p) of the Code, as determined by the Plan Administrator.

(ccc) **Retirement Contributions.** "Retirement Contributions" means the contributions made to the Plan by an Employer on behalf of a Participant pursuant to Section 5.02.

(ddd) **Retirement Contribution Account.** "Retirement Contribution Account" means the record of assets held by the Trustee for a Participant or Beneficiary under the Plan that is derived from Retirement Contributions.

(eee) **Retirement Incentive Contributions.** "Retirement Incentive Contributions" means the contributions made to the Plan by an Employer on behalf of a Participant pursuant to Section 5.03.

(fff) **Retirement Incentive Contribution Account.** "Retirement Incentive Contribution Account" means the record of assets held by the Trustee for a Participant or Beneficiary under the Plan that is derived from Retirement Incentive Contributions.

(ggg) **Rollover Contributions.** "Rollover Contributions" means the elective contributions made to the Plan by a Participant under Section 4.05.

(hhh) **Rollover Contribution Account.** "Rollover Contribution Account" means the record of assets held by the Trustee for a Participant or Beneficiary under the Plan that is derived from Rollover Contributions. The Rollover Contribution Account includes the subaccounts specified in Section 7.02(f).

(iii) **Roth Contributions.** "Roth Contributions" means the portion of a Participant's Pre-Tax Contributions designated irrevocably as Roth Contributions pursuant to a Participant election under Section 4.01(a)(3).

(jjj) **Roth Contribution Account.** "Roth Contribution Account" means the record of assets held by the Trustee for a Participant or Beneficiary under the Plan that is derived from Roth Contributions.

(kkk) **Service.** "Service" means, with respect to any Employee, his periods of employment with an Employer or Affiliate that are counted as "Service" in accordance with the following rules:

(1) Each Employee will be credited with Service under the Plan for the period or periods during which such Employee maintains an employment relationship with an Employer or Affiliate. An Employee's employment relationship begins on the date the Employee first renders one Hour of Service and ends on his Severance from Service Date.

(2) Notwithstanding anything to the contrary in paragraph (1) or subsection (lll), if an Employee is continuously absent from employment with an Employer or Affiliate for more than one year for a reason described in subsection (lll)(2)(A), the period between the first and second anniversaries of the Employee's first date of absence will not be treated as Service.

(3) Service also will include a Period of Severance between an Employee's Severance from Service Date and the first anniversary of the date on which the Employee was first absent, if the Employee completes an Hour of Service on or before such first anniversary date.

(4) Service credit for a period of "qualified military service" will be determined in accordance with Section 20.03.

(lll) **Severance from Service Date.** "Severance from Service Date" means the earliest of:

(1) the date an Employee quits, is discharged, retires, or dies (but not including the date a Participant becomes a Leased Employee); or

(2) the later of:

(A) the second anniversary of the date the Employee is first absent from employment with the Employer or an Affiliate on account of the Employee's pregnancy, the birth of the Employee's child, the placement of a child with the Employee in connection with the Employee's adoption of that child, or the Employee's caring for such child immediately following birth or placement; or

(B) the first anniversary of the date the Employee is first absent from employment with the Employer or an Affiliate for any other reason (including a reason other than those set forth in paragraph (1)), such as vacation, holiday, sickness, disability, leave of absence (including pursuant to the Family and Medical Leave Act of 1993 and the regulations thereunder), or layoff.

(mmm) **Spouse.** "Spouse" means the individual to whom the Participant is legally married, determined in accordance with IRS Revenue Ruling 2013-17 and other relevant guidance issued by the Internal Revenue Service and the Department of Labor, as of the earlier of the date on which the first payment of his retirement benefit is to be made or the date of his death. For periods before June 26, 2013, an individual shall be treated as a Spouse only to the extent provided in the provisions of the Plan then in effect. The term "Spouse" also will include a former Spouse of a Participant to the extent required by a Qualified Domestic Relations Order.

(nnn) **Taxable Wage Base.** "Taxable Wage Base" for a Plan Year means the contribution and benefit base in effect under section 230 of the Social Security Act on the first day of the Plan Year for which allocations of Retirement Contributions are made. The Taxable Wage Base will be deemed to be the full amount of the Taxable Wage Base even if a Participant's Compensation for a Plan Year is less than the Taxable Wage Base for reasons which include becoming a Participant after the first day of the Plan Year or experiencing a Severance From Service Date before the end of the Plan Year.

(ooo) **Test Group.** "Test Group" means for any calendar year, each Participant described in Section 3.02:

(1) other than a Participant who is a non-Highly Compensated Employee, has not attained age twenty-one (21), and who has completed less than a Year of Service before the last day of the Plan Year;

(2) who is employed by an Employer Unit as an Eligible Employee at any time during that year; and

(3) who is a Highly Compensated Employee.

(ppp) **Trust Fund.** "Trust Fund" means all money, securities, and other property that is held by the Trustee, pursuant to the terms of the trust agreement established for such purposes.

(qqq) **Trustee.** "Trustee" means the entity or individuals appointed from time to time by the Company to hold the assets of the Plan.

(rrr) **Valuation Date.** "Valuation Date" means the date as of which the Trustee will determine the value of the assets in the Trust Fund for purposes of enabling the Plan Administrator or its delegate to determine the value of the Accounts.

(sss) **Year of Service.** "Year of Service" means for any Employee, each consecutive 12-month period of Service.

2.02 Construction.

For purposes of the Plan, unless the contrary is clearly indicated by context,

(a) the use of the masculine gender will also include within its meaning the feminine and vice versa,

(b) the use of the singular will also include within its meaning the plural and vice versa,

(c) the word "include" will mean to include without limitation, and

(d) any reference to a statute or section of a statute will further be a reference to any successor or amended statute or section, and any regulations or other guidance of general applicability issued thereunder.

ARTICLE 3. ELIGIBILITY AND PARTICIPATION

3.01 Eligibility.

(a) Generally. Except as provided in subsection (b), an individual will be eligible to participate in the Plan if the individual is an Eligible Employee and has attained the age of eighteen (18).

(b) Restrictions on Eligibility.

(1) An Employee covered by a currently effective collective bargaining agreement will not be eligible to participate in the Plan unless the Employee is otherwise eligible and the agreement expressly provides for inclusion in the Plan of Eligible Employees in his bargaining unit. Expiration of a collective bargaining agreement will not by itself affect an Employee's status as eligible to participate in the Plan pending execution of a new collective bargaining agreement.

(2) No Employee will be eligible to participate or to continue to participate in the Plan if the applicable laws of any state, country, or other jurisdiction prohibit participation in the Plan or render its provisions invalid or inoperative in their application to that Employee.

3.02 Participation.

Any individual who was a Participant in the Plan immediately preceding the Effective Date will be considered a Participant on the Effective Date. Each other Eligible Employee who meets the requirements of Section 3.01 will become a Participant on the first day that the Eligible Employee first performs an Hour of Service as an Eligible Employee. No Employee will participate before the effective date set forth in Paragraph A of the applicable Adoption Agreement.

3.03 Cessation of Active Participation.

Once an Eligible Employee has become an active Participant in the Plan in accordance with Section 3.02, the Eligible Employee will remain a Participant in the Plan until the Participant's entire Account balance under the Plan has been distributed in accordance with the provisions of the Plan. While a Participant is an Eligible Employee, the Participant will be considered an "Active Participant." During all other periods of participation, a Participant will be considered an "Inactive Participant." Except as otherwise provided, only those Participants who are Active Participants will be entitled to share in Matching, Retirement, or Retirement Incentive Contributions or to elect to make Pre-Tax, Roth, After-Tax, Catch-Up, or Rollover Contributions.

3.04 Reemployment of Former Employees and Former Participants.

Any person employed by an Employer as an Eligible Employee who was previously a Participant or was previously eligible to become a Participant will be immediately eligible to become a Participant in the Plan. Any other person reemployed by an Employer may participate in the Plan on meeting the requirements of Section 3.02.

ARTICLE 4. CONTRIBUTIONS BY EMPLOYEES

4.01 Pre-Tax Contributions and Roth Contributions.

(a) Affirmative Election.

(1) Amount of Election. Subject to the limits imposed by Section 4.04 and Article 6, a Participant may elect a reduction in Compensation equal to not less than one percent (1%) and not more than seventy-five percent (75%) of his Compensation for each payroll period beginning after the effective date of his election; provided that if the Participant is a Highly Compensated Employee, he may not elect a reduction in Compensation equal to more than ten percent (10%) of his Compensation. Pursuant to each such election, the Participant's Employer Unit will, in accordance with Section 4.07, contribute the amount of the reduction in Compensation elected for a payroll period to the Plan on the Participant's behalf as a Pre-Tax Contribution. The Plan Administrator may change the maximum percentages set forth in this subsection at any time with respect to non-discriminatory groups of Eligible Employees of an Employer Unit.

(2) Election Procedures. A Participant may elect to have Compensation that would otherwise be paid to him by his Employer Unit in cash reduced as provided in subsection (1) by filing an election with the Plan Administrator in such form and at such time as the Plan Administrator will require. Such election will be effective on the first day of the first payroll period that follows the date that the election is made, subject to such rules as the Plan Administrator may establish for this purpose (including a deadline for making an election effective as of the first day of a particular payroll period). A Participant's election will evidence the Participant's agreement, until subsequently modified by the Participant in accordance with Section 4.06, to have contributions made on the Participant's behalf in accordance with paragraph (1).

(3) Roth Contributions. A Participant may elect to designate all or a portion of his Pre-Tax Contribution irrevocably, at the time of the election, as a Roth Contribution that is being made in lieu of all or a portion of the Pre-Tax Contribution. Roth Contributions shall be includible in the Participant's income pursuant to section 402A of the Code.

(b) Automatic Election of Pre-Tax Contributions.

(1) Amount of Automatic Election.

(A) Each Participant will be deemed to have elected to reduce his Compensation by three percent (3%), effective with respect to the first administratively feasible payroll period following the thirtieth (30th) day after the Participant receives the notice described in paragraph (2), unless within a reasonable period before such date, as determined by the Plan Administrator, the Participant elects in accordance with Section 4.06(a) either to reduce his

Compensation by a different percentage or not to make Pre-Tax Contributions. This deemed election will be a Pre-Tax Contribution election for all purposes of the Plan and will remain in effect unless the election is changed by the Participant in accordance with the provisions of Section 4.06(a).

(B) The amount of a deemed Pre-Tax Contribution election under this Section 4.01(b) will increase by one percent (1%) of Compensation each year until it equals six percent (6%) of Compensation as follows:

(I) the first automatic increase will apply with respect to the first payroll period that begins in January of the year after the year in which the Participant is deemed to have elected to reduce his Compensation by three percent (3%) under Section 4.01(b)(1)(A), and

(II) each subsequent automatic increase will apply with respect to the first payroll period that begins in the January following the first automatic increase or any subsequent automatic increase.

Any automatic increases in a deemed Pre-Tax Contribution election will remain in place until the Participant's deemed election equals six percent (6%) of Compensation unless the Participant revokes or changes his election pursuant to Section 4.06(a) before that time.

(2) Notice Regarding Automatic Election.

(A) Timing of Notice. At least thirty (30) days, but not more than ninety (90) days, before each Plan Year, the Plan Administrator will provide each Participant a comprehensive notice described in paragraph (B), below, written in a manner calculated to be understood by the average Participant. If a Participant becomes (or again becomes) eligible to participate in the Plan after the ninetieth (90th) day before the beginning of the Plan Year and does not receive the notice for that reason, the notice will be provided no earlier than ninety (90) days before the date that the Participant becomes (or again becomes) eligible to participate in the Plan but not later than the first administratively feasible date after the Participant becomes (or again becomes) eligible to participate in the Plan.

(B) Content of Notice. The notice will describe:

(I) the amount of Pre-Tax Contributions that will be made on the Participant's behalf pursuant to an automatic election;

(II) the Participant's right to elect not to have any Pre-Tax Contributions made on his or her behalf or to elect to

reduce his Compensation by a different percentage or not to make Pre-Tax Contributions; and

(III) how Pre-Tax Contributions made pursuant to an automatic election will be invested in the absence of the Participant's investment instructions.

4.02 After-Tax Contributions.

(a) Amount of Election. Subject to the limits imposed by Section 4.04 and Article 6, a Participant may elect to make After-Tax Contributions to the Plan equal to not less than one percent (1%) and not more than seventy-five percent (75%) of his Compensation for each payroll period beginning after the effective date of his election; provided that if the Participant is a Highly Compensated Employee, he may not elect a reduction in Compensation equal to more than ten percent (10%) of his Compensation. Pursuant to each such election, the Participant's Employer Unit will, in accordance with Section 4.07, contribute the amount of the reduction in Compensation elected for a payroll period to the Plan on the Participant's behalf as an After-Tax Contribution. The Plan Administrator may change the maximum percentages set forth in this subsection at any time with respect to non-discriminatory groups of Eligible Employees of an Employer Unit. Any portion of an After-Tax Contribution made by a Participant for any Plan Year that exceeds the maximum amount permitted by the Plan shall be returned to him, together with the allocable gain or loss, as soon as practicable and shall not be considered an After-Tax Contribution for any purpose of the Plan.

(b) Election Procedures. A Participant may elect to have Compensation that would otherwise be paid to him by his Employer Unit in cash reduced as provided in subsection (a) by filing an election with the Plan Administrator in such form and at such time as the Plan Administrator will require. Such election will be effective on the first day of the first payroll period that follows the date that the election is made, subject to such rules as the Plan Administrator may establish for this purpose (including a deadline for making an election effective as of the first day of a particular payroll period). A Participant's election will evidence the Participant's agreement, until subsequently modified by the Participant in accordance with Section 4.06, to have contributions made on the Participant's behalf in accordance with subsection (a).

4.03 Catch-Up Contributions.

Each Participant who has attained (or will attain) age 50 before the close of a Plan Year and on whose behalf his Employer Unit is contributing the maximum combined Pre-Tax and Roth Contributions permitted under the Plan (by reason of either Section 4.01, Section 4.04, or Article 6) may elect, in accordance with the procedures described in Section 4.01(a)(2), an additional reduction in Compensation of no more than the least of the following:

(a) The excess, if any, of seventy-five percent (75%) of the Participant's Compensation over the Participants elected percentage of Compensation for Pre-Tax, Roth, and After-Tax Contributions;

(b) $5,000, as adjusted by the Internal Revenue Service in accordance with section 414(v)(2)(C) of the Code; or

(c) The excess, if any, of:

(1) the Participant's Compensation (as defined in Section 6.02(c)(2)) for the Plan Year, over

(2) the Participant's Pre-Tax and Roth Contributions for the Plan Year.

Pursuant to each such election by a Participant, the Participant's Employer Unit will, in accordance with Section 4.07, contribute the amount of the reduction in Compensation to the Plan on the Participant's behalf as a Catch-Up Contribution. Catch-Up Contributions are not subject to the limits of Section 4.04 or Article 6.

4.04 Limitation on Contributions.

The sum of a Participant's Pre-Tax, Roth, After-Tax, and Catch-Up Contributions for any payroll period shall not exceed seventy-five percent (75%) of his Compensation for that payroll period; provided that if the Participant is a Highly Compensated Employee: (a) the sum of his Pre-Tax and Roth Contributions shall not exceed ten percent (10%) of his Compensation for that payroll period, (b) his After-Tax Contributions shall not exceed ten percent (10%) of his Compensation for that payroll period, and (c) his Catch-Up Contributions shall not exceed the limit provided under Section 4.03.

4.05 Rollover Contributions.

(a) Subject to Plan Administrator procedures and without regard to any limitations on contributions set forth in Section 4.01(a), 4.02, 4.03, 4.04, or Article 6, the Plan may receive from an Eligible Employee, regardless of whether he has completed the age requirements of Section 3.01, in cash, any portion of:

(1) an eligible rollover distribution (as defined in subsection (f)) paid to an Eligible Employee from an eligible retirement plan (as defined in subsection (f)), provided that the rollover satisfies the requirements of section 402(c) or 408(d)(3)(A) of the Code and the Eligible Employee pays such amount to the Trustee on or before the 60th day after the day it was received by the Eligible Employee; or

(2) an eligible rollover distribution (as defined in subsection (f)) paid as a direct rollover that satisfies section 401(a)(31) of the Code to the Trustee on behalf of the Eligible Employee by an eligible retirement plan.

(b) The Plan will accept amounts attributable to a designated Roth account or after-tax amounts; provided that such rollover is in the form of a direct rollover described in subsection (a)(2).

(c) Upon approval by the Plan Administrator, the amount transferred to the Plan by an Eligible Employee pursuant to this Section 4.05 will be credited to the Eligible Employee's Rollover Contribution Account, and, in accordance with Article 7, shall be allocated within such Rollover Contribution Account to Pre-Tax Rollover,

Roth Rollover, and After-Tax Rollover Subaccounts, as applicable. The Eligible Employee will be fully vested in his Rollover Contribution Account and will share in allocations of income, gains and losses from investment options.

(d) Upon a transfer described in this Section 4.05 by an Eligible Employee who is not a Participant, the Eligible Employee's Rollover Contribution Account will represent his sole interest in the Plan until he becomes a Participant.

(e) The Plan Administrator will develop such other procedures and may require such information from an Eligible Employee as it deems necessary or desirable to determine that a proposed rollover will meet the requirements of this Section 4.05 and that the amount rolled over qualifies for rollover treatment pursuant to applicable provisions of the Code. If the Plan Administrator determines that any Rollover Contribution previously made to the Plan by a Participant is not a valid Rollover Contribution, the Plan Administrator will return to the Participant, as soon as administratively possible, the amount of the invalid Rollover Contribution, together with earnings attributable to the Rollover Contribution.

(f) For purposes of this Section 4.05, the following terms are defined as follows:

(1) Eligible Rollover Distribution. An "Eligible Rollover Distribution" is all or any portion of the distribution from an eligible retirement plan, excluding (A) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Eligible Employee and his designated beneficiary, or for a specified period of ten years or more; (B) any distribution to the extent such distribution is required under section 401(a)(9) of the Code; or (C) any amount that is distributed on account of hardship.

(2) Eligible Retirement Plan. An "Eligible Retirement Plan" means (A) a qualified plan described in section 401(a) or 403(a) of the Code; (B) an annuity contract described in section 403(b) of the Code; (C) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state; (D) an individual retirement account or annuity described in section 408(a) or 408(b) of the Code; or (E) a Roth individual retirement account described in section 408A(b) of the Code.

4.06 Changes and Suspensions.

(a) A Participant may elect to:

(1) discontinue Pre-Tax Contributions, Roth Contributions, After-Tax Contributions, or Catch-Up Contributions and receive cash,

(2) resume Pre-Tax Contributions, Roth Contributions, After-Tax Contributions, or Catch-Up Contributions; or

(3) change the rate of his Pre-Tax, Roth Contributions, After-Tax Contributions, or Catch-Up Contributions;

by filing an election with the Plan Administrator in such form as the Plan Administrator may require. Such election will be effective on the first day of the first payroll period that follows the date that the election is made, discontinued, or changed, subject to such rules as the Plan Administrator may establish for this purpose (including a deadline for making, discontinuing, or changing an election effective as of the first day of a particular payroll period). The Plan Administrator, in its sole discretion, may permit such election to be transmitted electronically or telephonically, to the extent permitted by, and in accordance with any procedures set forth in, applicable law and regulations.

(b) A Participant may elect for his Pre-Tax Contributions to automatically increase each Plan Year by either one percent (1%), two percent (2%) or three percent (3%) of Compensation to the extent that the increases do not cause the Participant's Pre-Tax Contributions, Roth Contributions, or Catch-Up Contributions to exceed the applicable limits described in Section 4.01(a), 4.03, 4.04, and Article 6. The Participant may elect the month that the increase will become effective during a Plan Year, and any increase will be applied beginning with Compensation earned during the first payroll period of that month. If the Participant does not elect a month for the automatic increase to apply, the increase will be applied effective beginning with Compensation earned during the first payroll period that begins in each Plan Year. A Participant may prospectively elect, at any time, to apply, discontinue or to change the time and amount of an automatic increase to the amount of his Pre-Tax Contributions.

(c) If a Participant ceases to receive Compensation due to a change of status of employment, the Participant's Pre-Tax Contributions, Roth Contributions, After-Tax Contributions, and Catch-Up Contributions will be automatically suspended as of the date of the change of status and discontinued as of the later of two and one half months after the change of status or the end of the Plan Year in which the change of status occurs. If a Participant's contributions are discontinued due to a change of status of employment, his participation in the Plan upon his reemployment will be subject to Section 3.04. If a Participant ceases to receive Compensation by reason of a layoff, an authorized leave of absence, or a change of status of employment that does not result in discontinuance of the Participant's contributions, the Participant's Pre-Tax Contributions, Roth Contributions, After-Tax Contributions, and Catch-Up Contributions will be automatically suspended at the beginning of the leave period or as of the date of the change of status of employment and will be automatically reinstated upon his return.

(d) An Employer Unit may suspend a Participant's Pre-Tax Contributions, Roth Contributions, or After-Tax Contributions at any time if, based on the Employer Unit's estimates, suspension appears to be necessary to avoid or reduce any year-end adjustment that it otherwise may expect to make under Section 6.02.

(e) No Employee will make Pre-Tax Contributions, Roth Contributions, After-Tax Contributions, or Catch-Up Contributions for any payroll period beginning after the effective date as set forth in Paragraph A of an applicable Exit Agreement.

4.07 Credit to Accounts.

(a) Employer Units will make payment in cash of Pre-Tax Contributions, Roth Contributions, After-Tax Contributions, and Catch-Up Contributions to the Trustee. The Trustee will credit the amounts so received to the Pre-Tax Contribution, Roth Contribution, After-Tax Contribution, and Catch-Up Contribution Accounts, respectively, of the appropriate Participants as soon as administratively feasible after receipt of the amounts.

(b) Each contribution made by the Employer Units pursuant to the provisions of this Article 4 is made expressly contingent on its deductibility for federal income tax purposes for the fiscal year with respect to which such contribution is made, and no such contribution will be made for any year to the extent it would exceed the deductible limit for such year as set forth in section 404 of the Code.

ARTICLE 5. EMPLOYER CONTRIBUTIONS

5.01 Matching Contributions.

(a) Subject to the limitations imposed by Article 6, the appropriate Employer Unit will contribute for each Participant the lesser of:

(1) the percentage specified in Paragraph E of the applicable Adoption Agreement multiplied by the sum of any Pre-Tax Contributions and Roth Contributions (not including Catch-up Contributions or amounts initially intended to be Catch-up Contributions but reclassified as Pre-Tax Contributions or Roth Contributions pursuant to Section 6.01(b)) made on behalf of that Participant for that payroll period, or

(2) the maximum Matching Contribution specified in Paragraph E of the applicable Adoption Agreement;

provided, however, that if the Participant is an active participant in a defined benefit pension plan sponsored by the Company or an Affiliate, and paragraph E of the applicable Adoption Agreement does not provide for Retirement Contributions, Retirement Incentive Contributions, and/or Profit-Sharing Contributions on behalf of any Eligible Employee, the Employer Unit will contribute for the Participant 33 1/3% of the Participant's Pre-Tax Contributions (but not Catch-Up Contributions), on the first 6% of such Eligible Employee's Compensation for the applicable payroll period, up to a maximum Matching Contribution of 2% of the Participant's Compensation for the applicable payroll period; provided that the Matching Contribution made on behalf of any such Participant will not exceed $1,200 in any Plan Year.

(b) Employer Units will make payment in cash of Matching Contributions to the Trustee as soon as practicable after the Pre-Tax Contributions and Roth Contributions on which such Matching Contributions are based are contributed to the Plan. Matching Contributions will be allocated to Participants' Matching Contribution Accounts in accordance with Section 7.02(g).

5.02 Retirement Contributions.

Subject to the limitations imposed by Article 6, if a Participant is eligible for a Retirement Contribution, as provided in Paragraph E of the applicable Adoption Agreement, the appropriate Employer Unit will contribute to the Plan a percentage (based upon the table set forth below) of the Compensation earned for each payroll period during the Plan Year that the Participant is eligible for a Retirement Contribution.

Total of Participant's Age Plus Full Years of Service	Percentage of Compensation Up to Taxable Wage Base	Percentage of Compensation Exceeding Taxable Wage Base
Less than 50	3%	5%
50 or more, but less than 65	4%	6%

65 or more, but less than 75	5%	7%
75 or more	6%	8%

For purposes of this Section 5.02, a Participant's age and full Years of Service means the Participant's age and full Years of Service, not rounded, on the first day of the Plan Year. A Participant who is reemployed after having a Period of Severance of at least one year will not receive credit for Years of Service preceding the Period of Severance for purposes of calculating a Retirement Contribution under this Section 5.02.

Retirement Contributions will be allocated to eligible Participants' Retirement Contribution Accounts in accordance with Section 7.02(h).

5.03 Retirement Incentive Contributions.

Subject to the limitations imposed by Article 6, if a Participant who is eligible for a Retirement Contribution under Section 5.02 elects to make Pre-Tax Contributions and/or Roth Contributions to the Plan in accordance with Section 4.01 (not including Catch-Up Contributions or amounts initially intended to be Catch-Up Contributions but reclassified as Pre-Tax Contributions or Roth Contributions pursuant to Section 6.01(b)) in an amount equal to not less than six percent (6%) of his Compensation for any payroll period, his Employer Unit will contribute to the Plan for such payroll period an amount equal to one percent (1%) of the Participant's Compensation for that payroll period.

Employer Units will make payment in cash of Retirement Incentive Contributions to the Trustee as soon as practicable after the Pre-Tax Contributions and/or Roth Contributions on which such Retirement Incentive Contributions are based are contributed to the Plan. Retirement Incentive Contributions will be allocated to Participants' Retirement Incentive Contribution Accounts in accordance with Section 7.02(i).

5.04 Discretionary Contributions.

Subject to the limitations imposed by Article 6, an Employer Unit may make a contribution to the Plan in such amount as the Employer Unit may, in its sole discretion, deem appropriate, and such amount may be zero. Any Discretionary Contribution will be allocated to the Discretionary Contribution Account of each Participant who (a) is a member of a group that has been designated as included in the definition of "Eligible Employee" in Paragraph D of the appropriate Adoption Agreement, and (b) completes at least one (1) Hour of Service with the Employer Unit during the Plan Year in the same ratio that each such Participant's Compensation for such Plan Year bears to the total Compensation of all such eligible Participants for the Plan Year. Notwithstanding the foregoing, an Employer Unit may provide in the written instrument providing for the Discretionary Contribution a different group of Participants or basis for allocating the Discretionary Contribution that satisfies the nondiscrimination requirements of section 401(a)(4) of the Code and otherwise complies with the requirements of the Code and ERISA.

5.05 Profit-Sharing Contributions.

Subject to the limitations imposed by Article 6, if a collectively bargained Participant is eligible for a Profit-Sharing Contribution, as provided in Paragraph E of the applicable Adoption Agreement, the appropriate Employer Unit will contribute to the Plan a percentage (as specified in the Adoption Agreement) of the Compensation earned for each payroll period during the Plan Year that the Participant is eligible for a Profit-Sharing Contribution. Profit-Sharing Contributions will be allocated to Participants' Profit-Sharing Contribution Accounts in accordance with Section 7.02(m).

5.06 Credit to Accounts.

Employer Contributions made pursuant to this Article 5 for any Plan Year will be made no later than the last day on which amounts may be deducted for federal income tax purposes for the taxable year of the Employer Unit in which the Plan Year ends. Each contribution made by Employer Units pursuant to the provisions of this Article 5 is made expressly contingent on its deductibility for federal income tax purposes for the fiscal year with respect to which such contribution is made, and no such contribution will be made for any year to the extent it would exceed the deductible limit for such year as set forth in section 404 of the Code.

ARTICLE 6. LIMITATIONS ON CONTRIBUTIONS AND ALLOCATIONS TO ACCOUNTS

6.01 Limits on Employee Contributions.

(a) In General. Except as provided in Section 4.03 (with respect to Catch-Up Contributions) and Section 20.02(b), a Participant's Pre-Tax Contributions and Roth Contributions for any calendar year will not exceed the amount set forth in section 402(g)(1) of the Code, as adjusted from time to time by the Secretary of the Treasury or by applicable law, reduced by contributions to other plans excludible from his taxable income by reason of sections 401(k), 403(b), 408(k), or 408(p) of the Code.

(b) Correction of Excess Deferrals. If the sum of the Participant's Pre-Tax Contributions and Roth Contributions (excluding Catch-Up Contributions) and similar contributions to any other qualified defined contribution plan maintained by the Employer or an Affiliate on behalf of a Participant exceeds the dollar limit set forth above for any calendar year, the Participant will be deemed to have elected a return of the contributions in excess of such limit ("excess deferrals") from this Plan. In addition, if a Participant makes pre-tax contributions or Roth contributions under another qualified defined contribution plan maintained by an employer other than the Employer or an Affiliate for any calendar year and those contributions when added to his Pre-Tax Contributions and Roth Contributions under this Plan exceed the dollar limit set forth above for that calendar year, the Participant may allocate a portion of such excess deferrals to this Plan so long as he notifies the Plan Administrator by April 1 of that following year of the amount of excess deferral allocated to this Plan. The excess deferrals, together with earnings, will be returned to the Participant no later than April 15 following the end of the calendar year in which the excess deferrals were made. Roth Contributions will be returned first and, to the extent that the excess deferrals are more than the Participant's Roth Contributions for the year, then Pre-Tax Contributions equal to the remainder of the excess deferrals will be returned. The amount of excess deferrals to be returned for any calendar year will be reduced by any Pre-Tax Contributions or Roth Contributions previously returned to the Participant under Section 6.03(a) for that calendar year or re-characterized as Catch-Up Contributions contributed pursuant to Section 4.03 to the extent permitted by section 414(v) of the Code. If any Pre-Tax Contributions or Roth Contributions returned or re-characterized under this paragraph were matched by Matching Contributions or Retirement Incentive Contributions under Sections 5.01 and 5.03, respectively, those Matching Contributions and Retirement Incentive Contributions, together with earnings, will be forfeited and used to reduce Employer Contributions.

6.02 Limits on Annual Additions.

(a) In General. The Annual Additions to the Accounts of any Participant for a Plan Year, when added to the Annual Additions of his accounts under all other defined contribution plans maintained by the Employer or an Affiliate, may not exceed the lesser of:

(1) Forty-nine thousand dollars ($49,000), as adjusted in accordance with section 415(d) of the Code, or

(2) One hundred percent (100%) of the Participant's Compensation (as defined below) for the Plan Year.

The limit referred to in subsection (2) will not apply to any contribution for medical benefits (within the meaning of section 401(h) or section 419A(f)(2) of the Code) after separation from service which is otherwise treated as an Annual Addition.

(b) Correction of Excess Annual Additions.

(1) If for any Plan Year the Annual Additions on behalf of a Participant exceed the limitations of subsection (a), the excess will be disposed of in accordance with the requirements of the Employee Plans Compliance Resolution System or such other method approved by the Internal Revenue Service.

(2) If the Annual Additions on behalf of a Participant for a Plan Year exceed the limitations of subsection (a) because the Participant is also participating in or has participated in a Related Plan, the Annual Additions with respect to the Participant under the other plan will, to the extent permitted by the other plan, be suspended or reduced until the limitations are satisfied. If the Participant has Annual Additions allocated on his behalf under more than one other Related Plan, suspensions or reductions will be made in reverse chronological order, beginning with the plan under which the Participant most recently was allocated an Annual Addition and ending with the plan under which the Participant least recently was allocated an Annual Addition. If the other Related Plan does not permit suspensions or reductions as a result of excess annual additions, reductions or suspensions will be made under this Plan.

(c) Definitions. For purposes of this Section 6.02, the following definitions and rules of interpretation will apply:

(1) Annual Additions means the sum of the following amounts:

(A) Pre-Tax Contributions, Roth Contributions, After-Tax Contributions, Matching Contributions, Retirement Contributions, Retirement Incentive Contributions, Discretionary Contributions, and Profit-Sharing Contributions allocated to a Participant's Accounts under the Plan and similar contributions allocated to a Participant's accounts under any Related Plan during the Plan Year;

(B) Forfeitures allocated to a Participant's Accounts under this Plan and any Related Plan;

(C) Any amounts allocated to an individual medical account, as defined in section 414(l)(2) of the Code, that is part of a pension or annuity plan maintained by an Employer; and

(D) Any amounts derived from contributions for post-retirement medical benefits allocated to the separate account of a key employee (as defined in section 419(A)(d)(3) of the Code) under a welfare benefit plan (as defined in section 419(e) of the Code) maintained by an Employer.

(2) Compensation means (1) wages as defined in section 3401(a) of the Code and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under sections 6041(d), 6051(a)(3), and 6052 of the Code, plus (2) any amounts deducted from a Participant's earnings on a pre-tax basis for group health care coverage because the Employer does not request or collect information regarding the Participant's other health care coverage as part of the enrollment process for the health plan, to the extent that the sum of these amounts is less than the applicable limitation under section 401(a)(17) of the Code. "Compensation" will not include compensation paid or made available to the Participant after the Participant's termination of employment with the Employer or Affiliate, except regular pay (within the meaning of Treasury Regulation section 1.415(c)-2(e)(3)(i)) that is paid by the later of two and one-half months after the Participant terminates employment or the end of the Plan Year.

(3) Related Plan means any other plan or portion of a plan that is maintained by the Employer or an Affiliate and treated as a "defined contribution plan" under section 414(k) of the Code and Treasury Regulation section 1.415(c)-1(a)(2).

6.03 Nondiscrimination Tests.

(a) Pre-Tax Contributions and Roth Contributions. Pre-Tax Contributions and Roth Contributions (not including Catch-Up Contributions) of a Participant in the Test Group will not be given effect and the amounts otherwise deferred will constitute first Catch-Up Contributions (to the extent permitted under Section 4.03), and then After-Tax Contributions (to the extent permitted under Section 4.02), to the extent necessary to reduce the average of the Deferral Ratios of all Eligible Employees in the Test Group to the greater of the following amounts (the "Maximum Ratio"):

(1) 1.25 times the average of the Deferral Ratios of all Eligible Employees in the Base Group for the applicable Plan Year; or

(2) 2.0 times the average of the Deferral Ratios of all Eligible Employees in the Base Group, but not more than this average plus 2%, for the applicable Plan Year.

To the extent the recharacterization of Pre-Tax Contributions and Roth Contributions as Catch-Up Contributions or as After-Tax Contributions does not reduce the average of the Deferral Ratios to the amounts set forth in either subsection (1) or (2), the adjustment will be made by calculating the dollar amount of excess contributions for each affected Highly Compensated Employee

in the Test Group in the manner described in section 401(k)(8)(B) of the Code and Treas. Reg. § 1.401(k)-2(b)(2), and then returning first the Roth Contributions and then the Pre-Tax Contributions of each such Highly Compensated Employee with the then-largest dollar amount of Pre-Tax Contributions and Roth Contributions until the total amount of excess contributions that would be required to satisfy this subsection (a) is returned. Any amounts recharacterized pursuant to this subsection (a) will include income allocable to such amounts accrued through a date not more than seven days before such amount is recharacterized. Any amounts returned pursuant to this subsection (a) will include income allocable to such amounts accrued through the end of the Plan Year in which such contributions were made. The amount of income allocable to such amounts will be determined using a reasonable method that is (x) applied consistently for all corrective distributions to Participants for the Plan Year and (y) used by the Plan for allocating income to Participants' Accounts. Matching Contributions and Retirement Incentive Contributions (including the earnings and losses thereon, as necessary) made on amounts recharacterized or returned pursuant to this subsection (a) will be forfeited.

The Plan will use the prior year testing method as provided in section 401(k)(3)(A) of the Code.

(b) After-Tax Contributions, Matching Contributions, and Retirement Incentive Contributions. The average of the Contribution Ratios of all Eligible Employees in the Test Group may not exceed the greater of the following amounts:

(1) 1.25 times the average of the Contribution Ratios of all Eligible Employees in the Base Group for the applicable Plan Year; or

(2) to the extent not prohibited by applicable regulations, 2.0 times the average of the Contribution Ratios of all Eligible Employees in the Base Group, but not more than this average plus 2%, for the applicable Plan Year.

Adjustment will be made by returning the After-Tax Contributions, by forfeiting unvested Matching Contributions or Retirement Incentive Contributions (including the earnings and losses thereon), and by distributing vested Matching Contributions or vested Retirement Incentive Contributions of each Participant in the Test Group.

Any such adjustment will be performed in a manner consistent with that provided for Pre-Tax Contributions and Roth Contributions in subsection (a), including the requirement to include income on amounts returned, forfeited, or distributed. The amounts forfeited pursuant to this subsection (b) will be used to reduce Matching Contributions or Retirement Incentive Contributions for the Plan Year in which the forfeiture occurs.

The Plan will use the prior year testing method as provided in section 401(m)(2)(A) of the Code.

(c) Notwithstanding any provision of this Section 6.03 to the contrary, Eligible Employees who are included in a unit of employees covered by an agreement

that the Secretary of Labor finds to be a collective bargaining agreement will be tested separately under subsections (a) and (b) from Eligible Employees who are not included in a unit covered by such an agreement or excluded from such testing, as permitted by applicable law.

ARTICLE 7. ALLOCATION TO ACCOUNTS

7.01 Accounts.

The Plan Administrator will create and maintain adequate records to disclose the interest in the Trust Fund of each Participant and Beneficiary. Such records will be in the form of individual accounts and credits and charges will be made to such accounts in the manner described in this Article 7. When appropriate, a Participant will have any or all of the following separate accounts: a Pre-Tax Contribution Account, a Roth Contribution Account, an After-Tax Contribution Account, a Catch-Up Contribution Account, a Matching Contribution Account, a Retirement Contribution Account, a Retirement Incentive Contribution Account, a Discretionary Contribution Account, a Rollover Contribution Account, a Merged Plan Contribution Account, an In-Plan Roth Conversion Account, and a Profit-Sharing Account. The maintenance of individual accounts is only for accounting purposes, and a segregation of the assets of the Trust Fund to each account will not be required. Distributions and withdrawals made from an account will be charged to the account as of the date paid. Partial distributions and partial withdrawals will be allocated among a Participant's applicable Accounts on a pro rata basis provided that partial distributions and withdrawals shall be allocated pursuant to a Participant's election, if a Participant elects, to the extent permitted by the Plan Administrator and at the time and in the manner prescribed by the Plan Administrator, a different allocation.

7.02 Account Allocations.

The Accounts of Participants and Beneficiaries will be adjusted in accordance with the following:

(a) Income. As of each Valuation Date, each Investment Fund will be revalued separately. Based on such revaluation of the Investment Funds, each Account will be revalued as of the applicable Valuation Date to reflect its proportionate share of investment experience since the immediately preceding Valuation Date.

(b) Pre-Tax Contributions. As of each Valuation Date, the Pre-Tax Contributions received by the Trust Fund since the immediately preceding Valuation Date will be allocated to the Pre-Tax Contribution Accounts of the Participants on whose behalf such contributions were made.

(c) Roth Contributions. As of each Valuation Date, the Roth Contributions received by the Trust Fund since the immediately preceding Valuation Date will be allocated to the Roth Contribution Accounts of the Participants on whose behalf such contributions were made.

(d) After-Tax Contributions. As of each Valuation Date, the After-Tax Contributions received by the Trust Fund since the immediately preceding Valuation Date will be allocated to the After-Tax Contribution Accounts of the Participants on whose behalf such contributions were made.

(e) Catch-Up Contributions. As of each Valuation Date, the Catch-Up Contributions received by the Trust Fund since the immediately preceding Valuation Date will be allocated to the Catch-Up Contribution Accounts of the Participants on whose

behalf such contributions were made. A Catch-Up Contribution Account will consist of the following subaccounts:

(1) A Pre-Tax Catch-Up Subaccount, to which any pre-tax Catch-Up Contributions are credited; and

(2) A Roth Catch-Up Subaccount, to which any Roth Catch-Up Contributions are credited.

(f) Rollover Contributions. As of each Valuation Date, the Rollover Contributions received by the Trust Fund since the immediately preceding Valuation Date will be allocated to the Rollover Contribution Accounts of the Participants on whose behalf such contributions were made. The Rollover Contribution Account will consist of the following subaccounts:

(1) A Pre-Tax Rollover Subaccount, to which any pre-tax rollover contributions are credited;

(2) A Roth Rollover Subaccount, to which any Roth rollover contributions are credited; and

(3) An After-Tax Rollover Subaccount, to which any after-tax rollover contributions are credited.

(g) Matching Contributions. As of each Valuation Date, the Matching Contributions received by the Trust Fund since the immediately preceding Valuation Date will be allocated to the Matching Contribution Accounts of the Participants on whose behalf such contributions were made.

(h) Retirement Contributions. As of each Valuation Date, the Retirement Contributions received by the Trust Fund since the immediately preceding Valuation Date will be allocated to the Retirement Contribution Account of the Participants on whose behalf such contributions were made.

(i) Retirement Incentive Contributions. As of each Valuation Date, the Retirement Incentive Contributions received by the Trust Fund since the immediately preceding Valuation Date will be allocated to the Retirement Incentive Contribution Accounts of the Participants on whose behalf such contributions were made.

(j) Discretionary Contributions. As of each Valuation Date, the Discretionary Contributions received by the Trust Fund since the immediately preceding Valuation Date will be allocated to the Discretionary Contribution Accounts of the Participants on whose behalf such contributions were made.

(k) Merged Plan Contributions. As of each Valuation Date, the Merged Plan Contributions received by the Trust Fund since the immediately preceding Valuation Date will be allocated to the Merged Plan Contribution Accounts of the Participants on whose behalf such contributions were received.

(l) In-Plan Roth Conversions. As of each Valuation Date, the In-Plan Roth Conversion amounts used in the application of an In-Plan Roth Conversion election since the immediately preceding Valuation Date will be allocated to the In-Plan Roth Conversion Account of the Participant on whose behalf such In-Plan Roth Conversion election was made.

(m) Profit-Sharing Contributions. As of each Valuation Date, the Profit-Sharing Contributions received by the Trust Fund since the immediately preceding Valuation Date will be allocated to the Profit-Sharing Contribution Accounts of the Participants on whose behalf such contributions were made.

7.03 Statement of Accounts.

The Plan Administrator will furnish each Participant, each Alternate Payee, and each Beneficiary of a deceased Participant, at least quarterly, a statement showing the value of his Accounts, the allocations to and distributions from his Accounts, and such other information as may be required by applicable law. No statement will be provided to a Participant or Beneficiary after the Participant's entire vested and nonforfeitable interest in his Accounts is distributed.

7.04 Allocations Do Not Create Rights.

No Participant will acquire any right to or interest in any specific asset of the Trust Fund merely as a result of the allocations provided for in the Plan.

ARTICLE 8. INVESTMENT ELECTIONS

8.01 Investment Funds.

(a) The Plan Administrator has the authority to direct the Trustee to maintain the assets of the Trust Fund in multiple Investment Funds so as to provide alternative investment vehicles for the assets of the Plan. The Plan Administrator, in its sole discretion, has the authority to establish the number and type of Investment Funds, to establish additional Investment Funds (including the authority to establish a default fund) and to close, limit, or eliminate the availability of any of the Investment Funds.

Such separate Investment Funds may include a loan fund. The Loan Fund is not available to receive contributions and transfers of funds at the direction of a Participant, but will be administered solely in connection with loans to Participants pursuant to Article 11.

The Plan Administrator will have the authority (1) to charge any applicable fee against the appropriate Participant's (or Beneficiary's or Alternate Payee's, as applicable) Accounts, and (2) to refuse any investment instruction that would violate an incorporated policy or practice.

Dividends, interest, and other distributions received on the assets held by the Trustee in each of the Investment Funds will be reinvested in that Investment Fund.

(b) Company Stock Fund. The Company Stock Fund will be an Investment Fund under the Plan.

(1) The Company Stock Fund will not be a managed investment fund and will be invested primarily in Company Stock at all times. The Company Stock Fund will be a unitized fund and as such will include cash or short-term liquid investments. The Plan Administrator will, after consultation with the Trustee, establish and communicate to the Trustee in writing a target liquidity percentage and drift allowance for such short-term liquid investments.

(2) The Company, as the settlor of the Plan, intends the Company Stock Fund to offer eligible employees opportunities to invest indirectly in Company Stock and to participate in the performance of Company Stock on terms similar to those that apply to Company shareholders. The Company intends the Company Stock Fund to offer such opportunities over an indefinite period of time during which the performance of Company Stock could vary widely. The Company intends the Company Stock Fund to continue to offer such opportunities under all market conditions and regardless of the current, recent, or historical performance of the Company or Company Stock (for example, regardless of whether, over any period of time (of whatever duration), the Company pays dividends to its shareholders and regardless of whether, over any period of time (of whatever duration), the market price of Company Stock (I) rises or falls, (II) is volatile or stable, or (III) is high or low in relation to any

reference point). The Company recognizes that an investment in an undiversified fund, such as the Company Stock Fund, is subject to greater risk than is an investment in a diversified fund, and the Company expects eligible employees to take that greater risk into account when deciding whether to participate (or to continue participating) in the Company Stock Fund.

(3) Because the purpose of the Company Stock Fund is to offer Eligible Employees opportunities to invest indirectly in Company Stock and to participate in the performance of such stock on terms similar to those that apply to Company shareholders, the Plan's fiduciaries and administrators will not (I) disclose material non-public information regarding the Company or Company Stock to the Plan, to the Trustee or other Plan fiduciaries, or to Participants or their Beneficiaries or Alternate Payees before such information is publicly disclosed or (II) based on such non-public information (and before such information is publicly disclosed), cause the Plan, the Trustee or other Plan fiduciaries, or Participants or their Beneficiaries or Alternate Payees to take any action with respect to Company Stock (such as buying or selling Company Stock or directing funds into or out of the Company Stock Fund).

(4) Dividends received by the Company Stock Fund will be reinvested in additional shares of Company Stock (to the extent it is unnecessary to retain such dividends as cash to maintain the target liquidity percentage).

(c) The Plan will comply with the diversification requirements of section 401(a)(35) of the Code and Treasury regulations and other applicable guidance issued thereunder. In this respect, a Participant, Beneficiary, or Alternate Payee will be eligible to transfer all or part of the portion of his Account that is invested in the Company Stock Fund to any of the other available Investment Funds (to the extent available for transfers in), as provided in Section 8.03. In addition:

(1) The Investment Funds described in subsection (a) will include not less than three Investment Funds, other than the Company Stock Fund, into which a Participant, Beneficiary, or Alternate Payee may elect to transfer amounts invested in the Company Stock Fund. Each such additional Investment Fund will be diversified and have materially different risk and return characteristics.

(2) As currently provided in Section 8.03, Participants, Beneficiaries, and Alternate Payees will be provided with reasonable, periodic opportunities to direct the transfer described in paragraph (1), occurring not less frequently than quarterly; and

(3) except as provided in Treasury regulations and other applicable guidance, will not impose restrictions or conditions with respect to investment in the Company Stock Fund (other than restrictions or conditions imposed by reason of securities laws or designed to ensure compliance with such laws) which are not imposed on investments in other Investment Funds.

(4) The Plan Administrator will notify Participants, Beneficiaries, and Alternate Payees of their diversification rights at the time, in the manner, and to the extent required pursuant to section 101(m) of ERISA and regulations and other guidance issued thereunder.

8.02 Investment Direction.

Amounts paid to Participants' Accounts will be invested in such Investment Fund or Funds as the Participant will direct in an application filed with the Plan Administrator in such manner and form, and at such time, as the Plan Administrator prescribes; provided however, that:

(a) the amounts to be invested in the Investment Funds will be in integral multiples of one percent (1%) of the amounts contributed by or on behalf of the Participant under the Plan;

(b) that the sum of such percentages does not exceed 100 percent (100%); and

(c) the Participant may not elect for more than twenty-five percent (25%) of future contributions to be invested in the Company Stock Fund and may not elect to transfer amounts from other Investment Funds that would cause more than twenty-five percent (25%) of the value of his Accounts to be allocated to the Company Stock Fund.

A Participant's investment election for his Pre-Tax Contributions (or Roth Contributions if no Pre-Tax Contributions) will also apply to his Roth Contributions, After-Tax Contributions, Catch-Up Contributions, Retirement Contributions, Retirement Incentive Contributions, and Matching Contributions unless the Participant elects otherwise in accordance with the Plan Administrator's rules. If the Participant fails to make an investment election for all or any portion of his Account, the Trustee will invest the portion of the Participant's Accounts for which no election is made in the default Investment Fund selected by the Plan Administrator. If part of a Participant's Accounts are invested in an Insurance Contract, his investment directions will be subject to the additional rules provided in Section 8.06(c). If the Plan Administrator permits automatic rebalancing of a Participant's Account, the automatic rebalancing will not cause any amounts to be transferred into or out of the Company Stock Fund.

8.03 Change in Investment Direction.

Any investment direction by a Participant pursuant to Section 8.02 will be deemed a continuing direction until changed by the Participant. A Participant may change his election by submitting his request with the Plan Administrator in the manner and form, and at such time, as the Plan Administrator prescribes; provided however, that the change in investment direction meets the requirements of Section 8.02. Such change will be implemented in accordance with the conditions and procedures prescribed by the Plan Administrator.

8.04 Voting of Company Stock.

Each Participant with an interest in the Company Stock Fund will have the right to direct the Trustee as to the manner in which the Trustee is to vote (including not to vote) that

number of shares of Company Stock reflecting such Participant's proportional interest in the Company Stock Fund. Directions from a Participant to the Trustee concerning the voting of Company Stock will be communicated in writing, or by such other means as is agreed upon by the Trustee and the Company. These directions will be held in confidence by the Trustee and will not be divulged to the Company, or any officer or employee thereof, or any other person except to the extent that the consequences of such directions are reflected in reports regularly communicated to any such persons in the ordinary course of the performance of the Trustee's services. Upon its receipt of the directions, the Trustee will vote the shares of Company Stock reflecting the Participant's proportional interest in the Company Stock Fund as directed by the Participant. Except as otherwise required by law, the Trustee will vote shares of Company Stock reflecting the Participant's proportional interest in the Company Stock Fund for which it has received no direction from the Participant in the same proportion on each issue as it votes those shares reflecting Participants' proportional interests in the Company Stock Fund for which the Trustee has received voting directions from Participants.

8.05 Tender and Exchange Offers.

Each Participant with an interest in the Company Stock Fund will have the right to direct the Trustee to tender or not to tender some or all of the shares of Company Stock reflecting such Participant's proportional interest in the Company Stock Fund. Directions from a Participant to the Trustee concerning the tender of Company Stock will be communicated in writing, or by such other means as is agreed upon by the Trustee and the Company. These directions will be held in confidence by the Trustee and will not be divulged to the Company, or any officer or employee thereof, or any other person except to the extent that the consequences of such directions are reflected in reports regularly communicated to any such persons in the ordinary course of the performance of the Trustee's services. The Trustee will tender or not tender shares of Company Stock as directed by the Participant. Except as otherwise required by law, the Trustee will not tender shares of Company Stock reflecting a Participant's proportional interest in the Company Stock Fund for which it has received no direction from the Participant.

A Participant who has directed the Trustee to tender some or all of the shares of Company Stock reflecting the Participant's proportional interest in the Company Stock Fund may, at any time before the tender offer withdrawal deadline, direct the Trustee to withdraw some or all of the tendered shares reflecting the Participant's proportional interest, and the Trustee will withdraw the directed number of shares from the tender offer before the tender offer withdrawal deadline. A Participant will not be limited as to the number of directions to tender or withdraw that the Participant may give to the Trustee.

A direction by a Participant to the Trustee to tender shares of Company Stock reflecting the Participant's proportional interest in the Company Stock Fund, will not be considered a written election under the Plan by the Participant to withdraw, or have distributed, any or all of his withdrawable interest in the Plan. The Trustee will credit to each proportional interest of the Participant from which the tendered shares were taken the proceeds received by the Trustee in exchange for the shares of Company Stock tendered from the interest. Pending receipt of directions from the Participant or the Plan Administrator, in accordance with the Plan, as to which of the remaining Investment Funds the proceeds should be invested in, the Trustee will invest the proceeds in such Investment Fund as the Plan Administrator may prescribe in its discretion.

All of the provisions of this Section 8.05 will apply to exchange offers as well as to tender offers.

8.06 Insurance Contract.

(a) Insurance Contracts are offered as an Investment Fund with respect to Participants who elected to make contributions to the Insurance Contracts or to transfer amounts from other Investment Funds to the Insurance Contract before January 1, 1987. No Participants are permitted to make an initial election to contribute to the Insurance Contracts pursuant to Section 8.02 or 8.03. Subject to the provisions of this Section 8.06, Participants who elected to make contributions to the Insurance Contracts before January 1, 1987, may increase the amount their Accounts contributed to Insurance Contracts to an amount equal to the premium costs associated with such Insurance Contracts. Participants are permitted to transfer amounts invested in an Insurance Contract to other Investment Funds pursuant to Section 8.03 only at the times and to the extent permitted under the Insurance Contract.

(b) The premiums for such Insurance Contracts are paid from the amounts allocated to the Participant's Accounts, as designated by the Participant, from future contributions made on behalf of the Participant and from any amounts paid with respect to the Insurance Contract. If such amounts are insufficient to pay any premiums due on the Insurance Contract, the Plan Administrator will notify the Participant and the Insurance Contract will be surrendered to the insurance company and the proceeds will be invested in either the default Investment Fund selected by the Plan Administrator as the Participant so elects in accordance with Section 8.03, after being notified by the Plan Administrator that the Insurance Contract has been surrendered. Alternatively, the Participant may elect to have the Trustee pay the premiums on such Insurance Contract from the portion of the Participant's Accounts invested in any other Investment Fund.

(c) If a Participant is permitted to invest a portion of his Account or future contributions in an Insurance Contract, the following rules apply to his investment directions:

(1) The provisions of Sections 8.02(b) and 8.02(c) will apply to any amounts contributed by or on behalf of the Participant under the Plan that remain after the appropriate amount is allocated to Insurance Contracts. For example, the Participant cannot elect for more than 25% of the value of his Account that is not invested in Insurance Contracts to be invested in the Company Stock Fund.

(2) The aggregate premiums paid for term life insurance under any Insurance Contract may not exceed 25 percent (25%), nor may the aggregate premiums paid for whole life insurance under any Insurance Contract exceed 50 percent (50%) of the Participant's Pre-Tax Contribution Account, Catch-up Contribution Account, Employer Matching Contribution Account, and Rollover Account, at any particular time.

(d) After a Participant terminates employment with the Employer, the Participant may elect to terminate any Insurance Contract in which a portion of his Account is

invested. If the Participant elects to terminate the Insurance Contract, he will receive the entire value of an Insurance Contract as a single lump sum cash distribution.

8.07 Additional Rules.

(a) If a Participant dies, his Beneficiary has the same investment election rights as the Participant had before his death, until the Participant's Account is distributed to the Beneficiary.

(b) The Plan is intended to constitute a plan described in section 404(c) of ERISA and Title 29 of the Code of Federal Regulations, section 2550.404c-1. As such, the Plan's fiduciaries will be relieved of liability for any losses that are the direct and necessary result of investment instructions given by a Participant or a Beneficiary.

(c) Each Participant is solely responsible for the selection of his investment options. The Trustee, the Plan Administrator, the Employer, and the officers, supervisors and other employees of the Employer are not empowered to advise a Participant as to the manner in which his accounts will be invested. The fact that an Investment Fund is available to Participants for investment under the Plan will not be construed as a recommendation for investment in that particular Investment Fund.

ARTICLE 9. VESTING

9.01 Immediate Vesting.

A Participant will at all times be 100% vested in and have a nonforfeitable right to the value of his Pre-Tax Contribution Account, his Roth Contribution Account, his After-Tax Contribution Account, his Catch-Up Contribution Account, his Matching Contribution Account, and his Rollover Contribution Account. A Participant will be 100% vested in and have a nonforfeitable right to the value of his Discretionary Contribution Account unless otherwise provided in the written instrument providing for the Discretionary Contribution.

9.02 Delayed Vesting.

Unless an event described in Section 9.03 occurs earlier, a Participant will be 100% vested in and have a nonforfeitable right to the value of his Retirement Contribution Account, his Retirement Incentive Contribution Account, and his Profit-Sharing Contribution Account after completing three (3) Years of Service.

9.03 Vesting Upon Certain Events.

Each Participant will become fully vested in his Retirement Contribution Account, his Retirement Incentive Contribution Account, and his Profit-Sharing Contribution Account upon the first to occur of the following events:

(a) death while employed by the Employer and or an Affiliate;

(b) employment with the Employer and its Affiliates that terminates at or after the later of (1) a Participant's 65th birthday or (2) the fifth (5th) anniversary of the Participant's commencement of participation in the Plan;

(c) becoming Disabled while employed by the Employer or an Affiliate;

(d) termination of the Plan;

(e) a partial termination of the Plan applicable to the Participant as provided in Section 18.02; or

(f) upon a sale or closing of a covered location, to the extent set forth in an applicable Exit Agreement.

9.04 Forfeitures.

(a) Upon termination of employment, a Participant who is not fully vested in his Retirement Contribution Account, Retirement Incentive Contribution Account, or Profit-Sharing Account will forfeit the entire unvested amounts in these Accounts as of the earlier of (1) the date on which he receives a distribution of his Retirement Contribution Account, Retirement Incentive Account, or Profit-Sharing Account, as applicable, or (2) the date on which he incurs a Period of Severance of at least five (5) years.

(b) Any amounts forfeited under subsection (a) will be restored if the Participant is reemployed with the Employer or an Affiliate before incurring a Period of Severance of at least five (5) years. Such restored amounts will be allocated to the Participant's Retirement Contribution Account, his Retirement Incentive Account, and his Profit-Sharing Account, as applicable. In addition, for purposes of Section 9.02, the Participant's vested right to the amount so contributed will be determined based upon his Years of Service completed both before and after his Period of Severance.

(c) If a Participant who was eligible to receive Retirement Contributions, Retirement Incentive Contributions, or Profit-Sharing Contributions incurs a Period of Severance of less than five (5) consecutive years, such Employee's Years of Service completed before the Period of Severance will be taken into account to determine the vested percentage of his Retirement Contribution Account, Retirement Incentive Contribution Account, or Profit-Sharing Account upon his reemployment by an Employer or an Affiliate, whether or not the Participant is again eligible to receive Retirement Contributions, Retirement Incentive Contributions, or Profit-Sharing Contributions.

(d) Retirement Contributions, Retirement Incentive Contributions, or Profit-Sharing Contributions forfeited in any Plan Year pursuant to this Section 9.04 will be applied (1) to reduce any future Employer Contributions, or (2) to pay reasonable expenses of administering the Plan. Any forfeitures used to reduce future Employer Contributions may be allocated among the types of Employer Contributions in any manner that the Plan Administrator or their designee deems to be appropriate.

ARTICLE 10. WITHDRAWALS DURING EMPLOYMENT

10.01 Limited In-Service Withdrawals.

A Participant who has not terminated employment may request a distribution of all or part of his Account only as follows:

(a) Age 59 1/2. A Participant who has attained age 59 1/2 may request a distribution of all or a part of the vested portion of his Account. Such distribution will be made as soon as practicable following the Plan Administrator's receipt of the Participant's request for withdrawal in the form and manner required by the Plan Administrator and will be made in the form of a single lump sum payment.

(b) After-Tax Contribution Account. A Participant may withdraw all or part of his After-Tax Contribution Account, including after-tax contributions that have been transferred to the Plan from a plan that is merged into the Plan pursuant to Section 18.04. If a Participant's After-Tax Contribution Account includes amounts attributable to after-tax contributions made before January 1, 1987, such contributions shall be withdrawn before amounts attributable to after-tax contributions made after December 31, 1986, or earnings on pre-1987 after-tax contributions.

(c) Hardship Withdrawal. A Participant may request a hardship withdrawal to the extent permitted by Section 10.02.

(d) Rollover Contribution Account. A Participant may withdraw all or part of his Rollover Contribution Account at any time.

(e) Notwithstanding the foregoing, no amount that is attributable to assets transferred from any defined benefit plan or any defined contribution plan subject to the funding standards of section 412 of the Code shall be distributable under this Section 10.01.

10.02 Hardship Withdrawals.

(a) A Participant who has not terminated employment may request, in the manner prescribed by the Plan Administrator, a distribution in the event the Participant has a hardship as defined in subsections (b) and (c). Hardship withdrawals are limited to the excess of (1) the sum of the Participant's Rollover Contribution Account, Pre-Tax Contribution Account (excluding earnings), Roth Contribution Account (excluding earnings), Catch-Up Contribution Account (excluding earnings), and After-Tax Contribution Account (excluding earnings) over (2) the sum of (i) any outstanding loan the Participant may have and (ii) the sum of all prior distributions from such Accounts.

(b) A distribution will be made on account of hardship only if the distribution is necessary to satisfy an immediate and heavy financial need of the Participant. For purposes of this Plan, a distribution is made on account of an immediate and heavy financial need of the Participant only if the distribution is for:

(1) expenses for (or necessary to obtain) medical care that would be deductible under section 213(d) of the Code (determined without regard to whether the expenses exceed the adjusted gross income threshold specified in section 213(a) of the Code);

(2) costs directly related to the purchase of a principal residence for the Participant (excluding mortgage payments);

(3) the payment of tuition, related educational fees, room and board for up to the next twelve (12) months of post-secondary education for the Participant, his or her Spouse, children, or dependents (as defined in Code section 152, but without regard to sections 152(b)(1), (b)(2), and (d)(1)(B));

(4) payments necessary to prevent eviction of the Participant from his principal residence or foreclosure on the mortgage of the Participant's principal residence;

(5) the payment of burial or funeral expenses for the Participant's deceased Spouse, child, parent other dependents (as defined in Code section 152, but without regard to section 152(d)(1)(B)); or

(6) expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under section 165 of the Code (determined without regard to whether the loss exceeds 10% of adjusted gross income).

(c) A distribution will be considered necessary to satisfy an immediate and heavy financial need of the Participant only if all three (3) of the following requirements are satisfied:

(1) the distribution is not in excess of the amount required to relieve the immediate and heavy financial need of the Participant (taking into account the taxable nature of the distribution);

(2) the Participant has obtained (or is currently obtaining) all distributions, withdrawals, and loans available under the Plan and all other plans maintained by any Employer or any Affiliate other than hardship distributions and the Participant represents in writing, on forms provided by the Plan Administrator and by providing any documentation required by the Plan Administrator, that the need cannot be relieved through reimbursement or compensation by insurance or otherwise, by reasonable liquidation of the Participant's assets, to the extent such liquidation would not itself cause an immediate and heavy financial need, by cessation of Pre-Tax, Roth, After-Tax, and Catch-Up Contributions under the Plan, by withdrawals, distributions (other than hardship distributions) or nontaxable loans (at the time of the loan) from any plan maintained by any other entity by which the Participant is employed, or by borrowing from commercial sources on reasonable commercial terms; and

(3) the Plan Administrator determines that it can reasonably rely on the Participant's written representation.

(d) Distributions pursuant to this Section will be made as soon as practicable following the Plan Administrator's approval of the Participant's written request for withdrawal and will be made in the form of a single lump sum payment. The Plan Administrator may request any documentation it may require from a Participant to make a determination that the Participant is eligible for a hardship withdrawal.

(e) A Participant who receives a hardship withdrawal under this Section 10.02 will be prohibited from making Pre-Tax, Roth, After-Tax, or Catch-Up Contributions under this Plan and elective deferrals and employee contributions under all other plans of the Employer or an Affiliate for six months after receipt of the distribution. An election to receive a hardship distribution will also constitute an election by the Participant to reinstate, as soon as administratively practicable after the expiration of the six-month suspension period described in this Section 10.02(e), the contribution and investment elections in effect for such Participant immediately before such suspension period.

(f) A hardship withdrawal fee, in an amount to be determined by the Plan Administrator annually, may be charged to each Participant receiving an approved hardship withdrawal and will be deducted from the Participant's Account.

ARTICLE 11. LOANS

11.01 In General.

The Plan Administrator is authorized to administer a loan program under the Plan, pursuant to this Article 11. The loan program and this Article 11 are intended to comply with the requirements of section 4975(d)(1) of the Code and section 408(b)(1) of ERISA, and the regulations thereunder.

11.02 Eligibility for Loans.

Loans will be made available to Participants. Beneficiaries and Alternate Payees are not eligible to receive loans under the Plan.

11.03 Application for Loans.

A Participant may borrow from the Plan a portion of the balance of his Accounts, excluding his Retirement Contribution Account, Retirement Incentive Contribution Account, or Profit-Sharing Account by making application to the Plan Administrator in writing on a form designated by the Plan Administrator.

11.04 Treatment of Loans and Loan Repayments.

(a) The value of the Participant's affected Accounts then invested in Investment Funds will be liquidated on a pro rata basis to the extent required to provide sufficient cash to make the loan, provided that no portion of a borrowed amount will be charged against Insurance Contracts unless value of amounts held in other Investment Funds is less than the borrowed amount and then only to the extent permitted under the Insurance Contract. The cash will be transferred to the Loan Fund from which all loans will be made.

(b) The investment earnings of the Loan Fund that are attributable to any loan made or renegotiated pursuant to the promissory note (including the interest on any such loan) will be allocated to a separate loan account established on behalf of the Participant who made or renegotiated the loan.

(c) As of each Valuation Date, the interest allocated pursuant to subsection (b), above, will be reallocated among and invested in the then available Investment Funds in the same proportions as the current Employee and Employer Contributions on behalf of the Participant are invested; provided that if no such contributions are being made on behalf of the Participant as of such Valuation Date, such interest will be invested in accordance with the Participant's most recent allocation election pursuant to Section 8.02 or 8.03 or, if the Participant fails to make an allocation election, in accordance with the default allocation provided under Section 8.02.

(d) A Participant's repayment of the principal of a loan will reduce the Participant's interest in the Loan Fund and will be invested as soon as practicable in the then available Investment Funds first, to repay any amount that may have been borrowed under the terms of any Insurance Contracts allocated to the Participant's Accounts if such loan was originally charged against such Insurance

Contracts and second, in the same proportions as the current Employee and Employer Contributions on behalf of each such Participant are invested; provided that if no such contributions are then being made on behalf of the Participant, such repayments will be invested in accordance with the Participant's most recent allocation election pursuant to Section 8.02 or 8.03 or, if the Participant fails to make an allocation election, in accordance with the default allocation provided under Section 8.02 of the Plan.

11.05 Terms and Conditions of Loans.

All loans pursuant to the loan program will be made to Participants on the following terms and conditions:

(a) Amount. A loan will not be made to a Participant pursuant to the loan program unless, immediately after the loan is approved, the total outstanding balance of all loans made to the Participant pursuant to the loan program (including the loan that is then being approved) does not exceed 50% of the vested balance of the Participant's Account less the value of the sum of any Retirement Contribution Account, Retirement Incentive Contribution Account, and Profit-Sharing Account; nor may any single loan pursuant to the loan program be for an amount that is:

(1) more than $50,000 (reduced by the excess (if any) of the highest outstanding balance of the loans made to the Participant pursuant to the loan program during the one-year period ending on the day before the date on which the loan is made over the outstanding balance of the loans made to the Participant pursuant to the loan program on the date on which the loan is made), or

(2) less than $1,000.

(b) Number of Outstanding Loans. A Participant may have no more than two (2) outstanding loans at any time. If a Participant already has an outstanding loan from his Accounts, he may apply for a second loan, provided that (1) if he has had more than one loan outstanding at any time in the last six (6) months, the application may be made no sooner than six (6) months after the repayment date for the first of the two loans that was repaid, (2) the limits described in subsection (a) are not exceeded by the total outstanding balance of the two loans, and (3) if the proceeds of the first loan were intended to be used by the Participant to acquire the principal residence of the Participant, notwithstanding anything to the contrary in subsection (a), the proceeds of the second loan may not be used to acquire a principal residence and the Participant will be required to repay the amount of the second loan within five (5) years of the date of the loan.

(c) Loan Terms Must Be In Writing. The loan will be evidenced in a written instrument for the amount of the loan plus interest, executed by the Participant, on which the Participant will be personally liable and which will be payable to the Trustee. The written instrument will state the terms of the loan. The written instrument for the loan and the instrument granting the Plan a security interest in the Participant's Account will be executed by the Participant.

(d) Security. The loan will be secured by the Participant's entire right, title, and interest in and to the portion of the balance of the Participant's Account equal to the amount of the loan (up to 50% of the vested balance, excluding the balance in any Retirement Contribution Account, Retirement Incentive Contribution Account, and Profit-Sharing Account as of the time the loan is made). The Plan Administrator may request such other or further security as it deems necessary and prudent from time to time, in order to protect the Plan from risk of loss of principal or income if a default were to occur.

(e) Term of Loan. The term of the loan will be for at least 1 and not more than 5 years from the disbursement of the loan, except that the term of a loan to purchase principal residence for the Participant may be for not more than 10 years.

(f) Interest. The unpaid balance of any loan will bear interest at a reasonable fixed rate as determined by the Plan Administrator based on interest rates charged by commercial lending institutions for loans that would be made under similar circumstances.

(g) Repayment of Loan.

(1) *Generally.* The repayment of the loan will be made by payroll deduction, authorized by the Participant at the time of applying for the loan, in a level amount sufficient to amortize the balance of the loan, together with interest, over the term of the loan; provided that the Participant may prepay the loan in full, without penalty, at any time by payment in cash; and further provided that, if the Participant's Compensation is insufficient to permit the repayment of the loan, together with interest, by payroll deduction, the Participant will make payments in cash of amounts sufficient to amortize the balance of the loan, together with interest, over the term of the loan. Payroll deductions will commence as of the payday for the first payroll period beginning on or after the date as of which the loan is made, or as soon thereafter as practicable, and will be made with the same frequency as the Participant is paid but not less frequently than quarterly.

(2) *Leaves of Absence.* If a Participant becomes Disabled or is on an approved unpaid leave of absence, the Plan Administrator may, in its sole discretion, waive payments for up to one (1) year and re-amortize the loan and establish a new loan payment schedule pursuant to which the loan will be repaid in full by the original maturity date of the Participant's note and the number of installments due after the leave ends is not less than the number required under the terms of the original loan. The Plan Administrator may require loan payments made while Disabled or on a leave of absence to be made by Automated Clearing House.

(3) *Military Service.* If a Participant is absent during a period of qualified military service (within the meaning of Section 20.01, repayment will be waived during such period and, upon the Participant's reemployment by an Employer within the time during which the Participant's right to reemployment is protected by applicable law, the loan payment schedule

will resume with the original maturity date of the promissory note adjusted to reflect the period of qualified military service.

(h) Default. A failure to make a scheduled payment, or the filing of an application for a benefit distribution (other than a hardship withdrawal pursuant to Section 10.02 or a distribution on or after a Participant reaches age 59½ pursuant to Section 10.01(a)) under this Plan, or any other default event set forth by the Plan Administrator in the promissory note for a Participant's loan will constitute events of default. If a Participant defaults on a loan and such failure is not cured on or before the last day of the quarter next following the quarter in which the event of default occurs, the unpaid principal and accrued interest due under the loan will be declared immediately payable in full and may be charged back against the Participant's Accounts as a distribution at the earliest time that the Participant is entitled to receive a distribution under this Plan.

(i) Loan Fees. A loan origination fee, in an amount determined by the Plan Administrator annually, may be charged to each Participant obtaining a loan and will be deducted from the loan proceeds. In addition, a loan maintenance fee, in an amount determined by the Plan Administrator, may be charged to each Participant and will be deducted from such Participant's Accounts for each Plan Year during which such loan is outstanding.

11.06 Rollover Loans.

The Plan Administrator may, in its sole discretion, accept a rollover loan if permitted under Paragraph F of the applicable Adoption Agreement. Such loans will be subject to such rules and regulations as the Plan Administrator in its discretion may establish; provided, that unless expressly provided otherwise in an applicable Adoption Agreement, (a) a rolled over loan will not be accepted unless the entire account from which the loan was taken is transferred to the Plan, (b) any rolled over loan will remain subject to the terms of the promissory note in effect at the time of the rollover, and (c) a rolled over loan will count toward the limits set forth in Section 11.05 on the number of loans that may be outstanding.

ARTICLE 12. DISTRIBUTION OF ACCOUNTS

12.01 Distribution Events.

If a Participant ceases to be an Employee or becomes Disabled while employed, all of his Accounts to the extent then vested under Article 9 will become distributable unless the Plan Administrator determines in good faith that under applicable law distribution cannot be made without risking the continuing qualified status of the Plan.

12.02 Forms of Distribution.

(a) When an Account becomes distributable to a Participant or Beneficiary, the Plan Administrator will direct the Trustee to distribute the Account in accordance with clause (1), (2) or (3) below:

(1) If a Participant ceases to be an Employee on account of death, the vested portion of his Account will be distributed to his Beneficiary in the form of a lump sum.

(2) If a Participant ceases to be an Employee or becomes Disabled, the Participant may elect, in accordance with procedures established by the Plan Administrator regarding the election of distributions to receive all or a part of the vested portion of his Account in one of the following forms:

(A) one lump sum payment;

(B) payments made over a certain period specified by the Participant in monthly, quarterly, or semi-annual installments provided, however, that the period over which such payments are to be made may not exceed 15 years or, if shorter, the life expectancy of the Participant. In order to provide installment payments, the Plan Administrator will invest the remaining balance held in the Participant's Account in accordance with Sections 8.02 or 8.03 pursuant to the instructions of the Participant. An annual administrative fee will be deducted from the Participant's Account for installment payments in an amount determined by the Trustee. A Participant may elect at any time to receive all remaining installment payments, if any, in a single lump sum payment.

(b) Distributions will be in the form of cash, except that a Participant or Beneficiary whose benefit will be paid in the form of a lump sum, may request that any portion of the Participant's Account that is invested in the Company Stock Fund be distributed in shares of Company Stock, plus cash for any fractional shares.

12.03 Timing of Distributions.

(a) Any distribution will be made as soon as administratively practicable after the Participant or Beneficiary, as the case may be, returns a completed benefit distribution form to the Plan Administrator. Subject to subsections (c) or (d), a Participant's Account must be distributed no later than the 60th day after the close of the Plan Year in which the latest of the following events occurs:

(1) the Participant attains age sixty-five (65);

(2) the tenth anniversary of the year in which the Participant began to participate in the Plan; or

(3) the termination of the Participant's employment with the Employer or an Affiliate;

provided, however, that the Participant may elect to defer distribution of benefits under the Plan until any time before his Required Beginning Date as defined in subsection (d)(2)(A).

Until benefits are distributed, a Participant's Account will be held and invested in accordance with Sections 8.02 or 8.03 pursuant to the instructions of the Participant.

(b) If the Participant dies after distributions have commenced under Section 12.02(a)(2)(B), but before the total of a Participant's Account has been distributed, the remainder of the Participant's Account will be distributed at least as rapidly as the method of distribution in effect on the date of the Participant's death.

(c) Notwithstanding anything to the contrary in subsection (a), if the value of a Participant's Account (calculated by excluding the portion of the Participant's Account attributable to his Rollover Contribution Account, and rollover contributions made to a plan that was merged with and into the Plan) is $5,000 or less, the Plan Administrator will pay such benefit in a single lump sum as soon as practicable after the retirement, termination, Disability or death of the Participant, and any such distribution to the Participant or his Beneficiary, as the case may be, will be in complete discharge of the Plan's obligation with respect to such benefit. In the event of a mandatory distribution greater than $1,000 in accordance with this subsection (c), if the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan in a direct rollover or to receive the distribution directly in accordance with Section 13.01, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator. For purposes of determining whether a mandatory distribution exceeds $1,000, a Participant's Roth Contribution Account will be considered separately from the remainder of the Participant's Account.

(d) Delay of Distributions.

The following provisions will apply to limit a Participant's ability to delay the distribution of benefits.

(1) *General Rules.*

(A) The form and timing of all distributions under this subsection (d) will be in accordance with section 401(a)(9) of the Code, including the incidental death benefit requirements of section 401(a)(9)(G) of the Code, and Treasury Regulations under section 401(a)(9)

that were published on April 17, 2002 or any subsequent guidance interpreting section 401(a)(9) or any amendments thereto.

(B) Notwithstanding anything to the contrary contained in this subsection (d), a Participant or Beneficiary who would have been required to receive a distribution for 2009 pursuant to this subsection (d) but for the enactment of section 401(a)(9)(H) of the Code (or for any subsequent year to which section 401(a)(9)(H) of the Code applies), and who would have satisfied the requirements of this subsection (d) by receiving a distribution that is (I) equal to the required minimum distribution under subsection (3) or (4) or (II) part of a series of substantially equal distributions that include such required minimum distribution, will not receive such distribution unless the Participant or Beneficiary elects to receive such distribution in the manner required by the Plan Administrator. For purposes of Section 13.02, a distribution elected by a Participant or Beneficiary pursuant to the preceding sentence will not be treated as an eligible rollover distribution.

(C) For purposes of this subsection (d), designated Beneficiary means a Beneficiary designated under the terms of the Plan who is an individual and otherwise meets the requirements of Treasury Regulation § 1.401(a)(9)-4.

(2) *Time and Manner of Distribution.*

(A) Required Beginning Date. Notwithstanding anything to the contrary in this Section 12.03, the entire vested interest of each Participant's Account will be distributed or begin to be distributed to such Participant not later than the Required Beginning Date. The "Required Beginning Date" for a five percent owner (as defined in section 416(i) of the Code), is April 1 following the calendar year in which he attains age 70½, regardless of whether he has terminated from employment with the Employer and its Affiliates. For all other Participants the "Required Beginning Date" is April 1 of the calendar year following the calendar year in which the Participant either attains age 70½ or terminates employment, whichever is later. No minimum distribution payments will be made to a Participant under the provisions of section 401(a)(9) of the Code while he remains an Employee if the Participant is not a five percent owner as defined above.

(B) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's vested interest in his Account will be distributed, or begin to be distributed, no later than as follows:

(I) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary then, except as provided in subsection (5), distributions to the surviving Spouse will begin by December 31 of the calendar year immediately

following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2 if later.

(II) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the year in which the Participant died.

(III) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(IV) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse are required to begin, this paragraph (B) other than clause (I) will apply as if the surviving Spouse were the Participant.

(C) Form of Distribution. Unless the Participant's interest is distributed in a single sum on or before the Required Beginning Date, distributions will be made in accordance with subsection (3) or (4). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions will be made in accordance with the requirements of Code section 401(a)(9) and the regulations thereunder.

(3) *Required Minimum Distribution During Participant's Lifetime.*

(A) Amount of Required Minimum Distribution for Each Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each calendar year is the lesser of:

(I) the quotient obtained by dividing the Participant's vested account balance by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation § 1.401(a)(9)-(9), using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(II) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's Spouse, the quotient obtained by dividing the Participant's vested account balance by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation § 1.401(a)(9)-(9), using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the distribution calendar year.

The amount of each installment will be based on the value of the Participant's Account as of the Valuation Date most recently preceding the first day of the Plan Year with respect to which the installment is payable. The life expectancy of the Participant (or of the Participant and the designated Beneficiary) will be redetermined annually.

(B) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this subsection beginning with the first calendar year immediately preceding the calendar year that contains the Participant's Required Beginning Date and continuing up to and including the calendar year that includes the Participant's date of death.

(4) *Required Minimum Distributions After Participant's Death.*

(A) Death On or After Date Distributions Begin.

(I) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's vested Account balance by the longer of the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

(i) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year;

(ii) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving Spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For distribution calendar years after the year of the surviving Spouse's death, the remaining life expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

(iii) If the Participant's surviving Spouse is no the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy

is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(II) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(B) Death Before Date Distributions Begin.

(I) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated Beneficiary, except as provided in subsection (5), the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by the dividing the Participant's vested Account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in subsection (A)(I).

(II) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(III) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole designated Beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under subsection (2)(B)(I), this subsection (B) will apply as if the surviving Spouse were the Participant.

(5) *Election of 5-Year Rule.* Participants or Beneficiaries may elect on an individual basis whether the 5-year rule in subsections (2)(B)(II) and (4)(B)(II) applies to distributions after the death of a Participant who has a Designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which the distribution would be required to begin under subsection (2)(B)(II) if no such election is made, or by September 30 of the calendar year which contains the fifth

anniversary of the Participant's (or, if applicable, surviving spouse's) death.

12.04 Beneficiaries.

(a) A Participant may designate as his Beneficiary any natural or legal person or entity to whom the Trustee will pay the Participant's interest in the Plan in the event of his death. The Participant will make such designation in such form as the Plan Administrator will determine, and will file the designation with Plan Administrator. Such designation may include contingent Beneficiaries. The Participant may change the Beneficiaries so designated from time to time by filing a new designation with the Plan Administrator according to the rules adopted by it without the consent of or notice to any Beneficiary previously designated by him, subject to subsection (c). A designation may not be changed by will. The right of any Participant to designate or change the designation of a Beneficiary will continue after the termination of his employment until he has died or received payment of his full interest in the Plan. Any change in the designation of a Beneficiary will not be recognized if it is delivered to the Plan Administrator after the death of the Participant. Upon the death of a Beneficiary after the death of the Participant but before payment in full to such Beneficiary, the Trustee will pay such unpaid benefit to the estate of such deceased Beneficiary, unless there exists a surviving secondary Beneficiary designated by the Participant as eligible to receive any unpaid benefit upon the death of the deceased Beneficiary.

(b) If any Participant fails to designate a Beneficiary, or if the Beneficiary designated by a deceased Participant dies before the Participant, then the Trustee will pay the unpaid vested benefit of the deceased Participant to the first of the following classes of surviving beneficiaries in successive preference by class:

(1) the Participant's surviving Spouse;

(2) the Participant's children and issue of deceased children, in equal shares, per stirpes;

(3) the Participant's parents in equal shares, or to the surviving parent;

(4) the Participant's estate.

Any such designation made by the Plan Administrator in good faith as to the rights or identity of any Beneficiary will be conclusive on all persons. The Plan Administrator and its delegates, Trustee, and the Employer will not be liable to any person on account of any error in such designation. Any payment made in accordance with this Section 12.04 will fully acquit and discharge the Plan Administrator and its delegates, and the Employer from all future liability with respect to the benefit so distributed.

(c) Notwithstanding any contrary provisions of this Section 12.04, any benefit payable under the Plan with respect to a Participant who is married at the time of his death will be payable only to the Participant's surviving Spouse, if any, unless such surviving Spouse has consented in writing witnessed by a Plan

representative or a notary public, to another designated Beneficiary. The Plan Administrator will not recognize the Spouse's consent unless it is filed with the Plan Administrator before the Participant's death. In addition, the married Participant's designation of a Beneficiary with the consent of the Participant's Spouse must be made in accordance with subsection (a) and is subject to subsection (a) and this subsection (c). The specified Beneficiary will not be changed unless further consent by the Spouse is given, unless the Spouse expressly waives the right to consent to any future changes. Any spousal consent will be applicable only to the particular Spouse who provides such consent. This requirement for spousal consent may be waived by the Plan Administrator if it is established to its satisfaction that there is no Spouse, or that the Spouse cannot be located, or because of such other circumstances as may be established by applicable law. Moreover, spousal consent will not be required for a Participant's designation of any person as a secondary Beneficiary who is eligible for benefits upon the death of the Participant's Spouse.

12.05 Proof of Death and Right of Beneficiary or Other Person.

The Plan Administrator may require and rely on such proof of death and such evidence of the right of any Beneficiary or other person to receive the value of the Plan benefits of a deceased Participant as the Plan Administrator may deem proper, and its determination of death and the right of that Beneficiary or other person to receive payment will be conclusive.

12.06 Distributions to Minors and Incompetents.

Any distribution of benefits under the Plan that is payable to a Beneficiary who is a minor will be paid to the legally appointed custodian of such Beneficiary. If any Participant or Beneficiary entitled to receive benefits under the Plan is, in the opinion of the Plan Administrator, unable to manage his affairs by reason of physical illness, infirmity or mental incompetency, the Plan Administrator may direct that benefits to which the Participant or Beneficiary is otherwise entitled be distributed for the benefit of such Participant or Beneficiary to the legal representative of such Participant or Beneficiary. Any payment made in accordance with this Section 12.05 will fully acquit and discharge the Plan, the Plan Administrator, and the Employer from all future liability with respect to the benefit so distributed.

12.07 Missing Payees.

Subject to Section 12.03(c), if a portion of an Account remains to be distributed to a Participant or Beneficiary at a time when the Plan Administrator is unable, after taking reasonable action, to locate the Participant or Beneficiary, and the Participant or Beneficiary fails to contact the Plan Administrator within a period of time set forth in the Plan Administrator's "Uncashed Benefit Check Administrative Policy" after being notified of his right to receive such distribution by a letter sent to the address on file with the Plan Administrator, then such Account will be applied to reduce the amount of contributions that the applicable Employer Unit would otherwise be required to contribute to the Plan, but if the Participant or Beneficiary later asserts a proper claim for such distribution, or if the person who would be entitled to receive such distribution upon the death of such Participant or Beneficiary establishes that such Participant or Beneficiary has died, then such account will first be restored, without any earnings adjustment, out of forfeitures for

the Plan Year, and the Employer Unit will contribute any additional amount necessary to restore such Account.

12.08 Recovery of Overpayment.

If any person receives a payment from the Plan in excess of the amount to which he is entitled under the terms of the Plan, the person is obligated to return such payment to the Plan, and the Plan may bring an action to recover such payment. In addition, the Plan may recover the amount overpaid from any future payments to the person.

ARTICLE 13. DIRECT ROLLOVERS

13.01 Direct Rollover.

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Article 13, a Distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution paid in a Direct Rollover.

13.02 Eligible Retirement Distribution.

An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee; except that such term will not include any distribution that is:

(a) one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, for a specified period of ten years or more;

(b) any distribution to the extent such distribution is required under section 401(a)(9) of the Code;

(c) a hardship withdrawal made pursuant to Section 10.02; or

(d) excluded from the definition of "eligible rollover distribution" as that term is defined in section 402(c)(4) of the Code or the applicable regulations.

13.03 Eligible Retirement Plan.

An Eligible Retirement Plan is:

(a) an individual retirement account described in section 408(a) of the Code;

(b) an individual retirement annuity described in section 408(b) of the Code (other than an endowment contract);

(c) a Roth individual retirement account described in section 408A(b) of the Code;

(d) an annuity plan described in section 403(a) of the Code;

(e) an annuity contract described in section 403(b) of the Code;

(f) a qualified trust described in section 401(a) of the Code; or

(g) an eligible plan under section 457 of the Code that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state that agrees to separately account for amounts transferred into such plan from the Plan,

that accepts the Distributee's eligible rollover distribution; provided however, that:

(h) with respect to a distribution (or portion of a distribution) consisting of after-tax employee contributions, an eligible retirement plan will include only (1) an individual retirement account or annuity described in section 408(a) or (b) of the Code (not including an endowment contract) or (2) a qualified trust described in section 401(a) of the Code or an annuity contract described in section 403(b) of the Code that provides for separate accounting for the amounts transferred, including separately accounting for the portion of such distribution that is includible in gross income and the portion of such distribution that is not so includible;

(i) if the Distributee is a beneficiary who is not a surviving Spouse or a Spouse or former Spouse who is an Alternate Payee, an Eligible Retirement Plan will include only an individual retirement account or annuity described in section 408(a) or (b) of the Code (not including an endowment contract);

(j) with respect to a distribution (or portion of a distribution) consisting of amounts in a Roth Contribution Account, In-Plan Roth Conversion Account, or Roth Rollover Subaccount, an eligible retirement plan shall include only another Roth elective deferral account under an applicable retirement plan described in section 402A(e)(1) of the Code or a Roth IRA described in section 408A, and, in either case, only to the extent such rollover is permitted under sections 402(c) and 402A of the Code.

13.04 Distributee.

A Distributee means (a) an Employee or former employee, (b) an Employee's or former employee's surviving Spouse, (c) an Employee's or former employee's Spouse or former Spouse who is an Alternate Payee, and (c) a Beneficiary.

13.05 Direct Rollover.

A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

13.06 In-Plan Roth Conversion.

A Distributee other than a non-Spouse Beneficiary may elect, once each calendar quarter in the manner prescribed by the Plan Administrator, an In-Plan Roth Conversion. An In-Plan Roth Conversion can be made from the following Accounts in which the Participant is 100% vested: Pre-Tax Contribution Account, After-Tax Contribution Account, Pre-Tax Catch-Up Subaccount, Pre-Tax Rollover Subaccount, After-Tax Rollover Subaccount, Matching Contribution Subaccount, Retirement Contribution Subaccount, Retirement Incentive Contribution Subaccount, Discretionary Contribution Subaccount, and Profit-Sharing Subaccount. An In-Plan Roth Conversion Account will be subject to the same restrictions on withdrawals and distributions as apply to Roth Contributions; provided, however, that no amount in an In-Plan Roth Conversion Account will be available for a hardship withdrawal under Section 10.02, a loan under Article 11, a distribution on account of a deemed termination of employment under Section 20.07, or a qualified reservist distribution under Section 20.08, in each case, unless such amount is attributable to an In-Plan Roth Conversion of an amount that, before such In-Plan Roth Conversion, was available for such withdrawal, loan, or

distribution. The taxable amount of the In-Plan Roth Conversion shall be includible in the Distributee's income for the taxable year of the Distributee in which the conversion occurs in accordance with section 402A of the Code, unless otherwise required by the Code. An In-Plan Roth Conversion will be irrevocable and irreversible and cannot be undone or re-characterized in any manner. Spousal consent is not required in connection with any In-Plan Roth Conversion.

ARTICLE 14. ADMINISTRATION

14.01 Committee - Authority.

The Committee (the "Committee") will be the Plan Administrator, unless the Board of Directors designates another person or entity to serve as Plan Administrator in addition to or in lieu of the Committee in accordance with Section 14.01. The Committee will have the authority to control and manage the operation and administration of this Plan (other than the authority to manage and control the assets of the Plan), except to the extent such powers have been allocated to the Trustee or a Plan Administrator, or allocated or delegated to any other person pursuant to the Plan or the Trust. The Committee and any other person designated pursuant to Section 14.04 will be "named fiduciaries" within the meaning of section 402 of ERISA.

14.02 Membership and Procedures of Committee.

(a) Appointment. The Committee will consist of at least three (3) persons, all of whom will be appointed by the Chief Executive Officer of the Company (the "CEO"). If, at any time, there are fewer than three (3) members, the CEO will appoint one or more new members so that there are at least three (3) members. The appointment of a Committee member will become effective on the date that the CEO states.

(b) Death, Resignation, or Removal of Member. A Committee member will cease to be such upon his death, resignation, removal by the CEO or being declared legally incompetent. Any Committee member may resign by notice in writing mailed or delivered to the CEO and to the remaining member or members. Any one or all of the Committee members may be removed by the CEO.

(c) Action by Committee. Any and all acts may be taken and decisions may be made by a majority of the Committee members then acting. The Committee may make any decision or take any action at a meeting duly called and held, or by written documents signed by the minimum number of Committee members empowered to take action or make decisions at that time. The members may delegate to each or any of their number authority to perform ministerial acts or to sign documents on behalf of the Committee, and a document so signed will be conclusively presumed to be the action of the Committee.

(d) Committee Compensation. The Committee members will serve without compensation.

14.03 Committee Powers.

The Committee will have the specific powers elsewhere granted to it and will have such other powers as may be necessary in order to enable it to discharge its responsibilities with respect to this Plan, including, but not by way of limitation, the sole discretionary authority to do the following:

(a) To interpret and construe this Plan and to determine all questions arising under this Plan, other than those specifically reserved for determination by the Company or the Plan Administrator, and to correct any ambiguity or supply any

omission or reconcile any inconsistency in this Plan in such manner and to such extent as they will deem expedient to effectuate the purposes and intent of this Plan;

(b) To determine all questions of eligibility and status and rights of Participants and others under this Plan, either directly or on appeal. The Committee will have the exclusive discretionary authority to determine eligibility for benefits under the Plan, to construe the terms of the Plan, to make factual determinations and to determine any question that may arise in connection with the operation or the administration of the Plan. The actions and the decisions of the Committee will be conclusive and binding upon the Employer and any and all Participants, Spouses, Beneficiaries, Alternate Payees and their respective heirs, distributees, executors, administrators, or assignees; subject, however, to the right of Participants, Spouses, Beneficiaries, Alternate Payees and their respective heirs, distributees, executors, administrators, or assignees to file a written claim under the claims procedure as set forth in Article 15;

(c) To authorize and make, or cause to be made, payment of all benefits and expenses that become payable under this Plan;

(d) To adopt and to amend from time to time such by-laws and rules and regulations as they will deem necessary for the administration of this Plan, which are not inconsistent with the terms and provisions of this Plan;

(e) To establish reasonable procedures to determine whether a domestic relations order is a Qualified Domestic Relations Order and for payments to be made pursuant to such Order in accordance with Section 17.03; and

(f) To collect any required contributions payable under the Plan that are not timely made.

14.04 Designation of Additional Fiduciaries.

The Board of Directors may designate, in writing, one or more persons or entities to serve as a named fiduciary of the Plan, in addition to or in lieu of the Committee. Such designation will describe such person's or entity's fiduciary responsibilities.

14.05 Allocation of Duties.

The Committee and the Plan Administrator may further allocate their fiduciary responsibilities with respect to this Plan among themselves pursuant to section 405(c)(1)(A) of ERISA, and may designate one or more other persons, firms or corporations to carry out such fiduciary responsibilities under this Plan pursuant to section 405(c)(1)(B) of ERISA. Any allocation or designation pursuant to this Section 14.05 will be in writing.

14.06 Employment of Agents.

The Committee or other appropriate fiduciary may enlist the services of such agents, representatives and advisers as they may deem advisable to assist them in the

performance of their duties under this Plan, including, but not by way of limitation, custodial agents for the Trust Fund and attorneys and accountants.

14.07 Expenses.

Reasonable expenses incident to the operation of the Plan, including fees for professional services and the costs of such other technical or clerical assistance as may be required, including reasonable fees and expenses of custodial agents, attorneys, accountants and other advisers, will be paid from the Trust Fund. The Company may, in its discretion, initially pay any expense that normally would be charged to the Trust Fund and later obtain reimbursement from the Trust Fund, including years after the costs were incurred. Reimbursement is available even where, at the time of the Company's initial payment of the expense, it is not clear that the Company may lawfully seek reimbursement from the Trust Fund, but the Company's legal right to reimbursement is later clarified.

14.08 Liability for Contributions.

The Committee will not be responsible for the determination or collection of any contributions that may be or become payable under this Plan.

14.09 Participation of Committee Members and Other Fiduciaries.

Nothing contained in this Plan will preclude a Committee member or other fiduciary from becoming a Participant in this Plan, if he be otherwise eligible, but he will not be entitled to vote or to act upon or to sign any document relating primarily to his own participation in this Plan.

14.10 Books and Records.

The Committee and other appropriate fiduciary will maintain appropriate records of all actions taken. The Committee and the Plan Administrator will submit, make available or deliver on request to governmental agencies or instrumentalities, the Company and other Employer Units, Participants, Beneficiaries and other persons entitled thereto, such reports, documents or records as may be required by law, or as they may otherwise deem appropriate. The Company may, at any time, inspect the records of the Committee and the Plan Administrator.

14.11 Indemnification.

To the extent permitted by law, the Company will indemnify and save each Committee member, each former Committee member, the Plan Administrator and each former Plan Administrator if, while serving as such, he is or was an Employee (each such person being an "Indemnitee"), and their respective heirs and legal representatives, harmless from and against any loss, cost or expense including reasonable attorney's fees (collectively, "liability") that any such person may incur individually, jointly, or jointly and severally, arising out of or in connection with the administration of this Plan, including, without limitation of the foregoing, any liability that may arise out of or in connection with the management and control of the Trust Fund, unless such liability is determined to be due to willful breach of the Indemnitee's responsibilities under this Plan, under ERISA, or other applicable law.

ARTICLE 15. CLAIMS PROCEDURE

15.01 Claim.

Any person or entity claiming a benefit, requesting an interpretation or ruling under the Plan (a "Claimant"), or requesting information under the Plan may present the request in writing to the Plan Administrator. The Plan Administrator will respond in writing within ninety (90) days after receipt of the claim, provided that the Plan Administrator may extend this period for an additional ninety (90) days by providing written notice of the extension to the Claimant within the original 90-day period. Such notice will indicate the circumstances requiring the extension and the date by which the Plan Administrator expects to make a determination of the claim.

15.02 Denial of Claim.

If the claim or request is denied, the written notice of denial will state:

(a) the reasons for denial, with specific reference to the Plan provisions on which the denial is based;

(b) a description of any additional material or information required for the Claimant to perfect the claim and an explanation of why the material or information is necessary; and

(c) an explanation of the Plan's claim review procedure, including a statement of the Claimant's right to bring a civil action under section 502(a) of ERISA if the claim denial is denied (in whole or in part) on appeal.

Whether a document, record or other information is relevant for purposes of this Section 15.02 will be determined by the Plan Administrator in its sole discretion in accordance with 29 C.F.R. § 2560.503-1(m)(8).

15.03 Review of Claim.

Any Claimant whose claim or request is denied or who has not received a response within the time limits set forth above may request a review by notice given in writing to the Plan Administrator. Such request must be made within sixty (60) days after receipt by the Claimant of the written notice of denial, or, in the event Claimant has not received a timely response, within 60 days after the date the Plan Administrator was required to respond to the claim under Section 15.01. The claim or request will be reviewed by the Plan Administrator which may, but will not be required to, grant the Claimant a hearing. On review, the claimant may have representation, examine documents determined by the Plan Administrator in its sole discretion to be relevant to the Claimant's claim for benefits, and submit documents, records, and comments in writing.

15.04 Final Decision.

The decision on review will normally be made within sixty (60) days after the Plan Administrator's receipt of Claimant's claim or request; provided that, under special circumstances, including for a hearing, the Plan Administrator may extend this period for an additional sixty (60) days by providing written notice of the extension to the Claimant

within the original 60-day period. Such notice will indicate the circumstances requiring the extension and the date by which the Plan Administrator expects to make a determination on review. If the Plan Administrator extends the period for making a decision, the tolling rule set forth in 29 C.F.R. § 2560.503-1(i)(4) will apply to the extent applicable.

If the claim or request is denied on final review, the notice of denial will state the following:

(a) the reasons for denial, with specific reference to the Plan provisions on which the denial is based;

(b) a statement concerning the Claimant's right to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim;

(c) a description of any voluntary appeals procedures offered by the Plan; and

(d) a statement of the Claimant's right to bring a civil action under section 502(a) of ERISA.

Whether a document, record or other information is relevant for purposes of this Section 15.04 will be determined by the Plan Administrator in its sole discretion in accordance with 29 C.F.R. § 2560.503-1(m)(8).

15.05 Litigation.

An "Applicable Claim" as described below in subsection (c) may not be filed in any court:

(a) until the Claimant has exhausted the claims procedures described in Sections 15.01 through 15.04; and

(b) unless such claim or action is filed in a court with jurisdiction over such claim or action no later than two years after:

(1) in the case of a claim or action to recover benefits allegedly due to the Claimant under the terms of the Plan or to clarify the Claimant's rights to future benefits under the terms of the Plan, the earliest of (a) the date the first benefit payment was actually made, (b) the date the first benefit payment was allegedly due, or (c) the date the Plan first repudiated its alleged obligation to provide such benefits (regardless of whether such repudiation occurred during administrative review pursuant to Sections 15.01 through 15.04);

(2) in the case of a claim or action to enforce an alleged right under the Plan (other than a right to benefits, which are subject to subsection (b)(1)), the date the Plan first denied the claimant's request to exercise such right, regardless of whether such denial occurred during administrative review pursuant to Sections 15.01 through 15.04;

(3) in the case of any other claim or action described in subsection (c)(4), the earliest date on which the claimant knew or should have known of the material facts on which such claim or action is based, regardless of whether the claimant was aware of the legal theory underlying the claim or action,

provided that if a request for administrative review pursuant to Sections 15.01 through 15.04 is pending before the Plan Administrator when the two-year period described in this subsection (b) expires, the deadline for filing such claim or action in a court with proper jurisdiction will be extended to the date that is 60 calendar days after the final denial (including a deemed denial) of the claim on administrative review.

The period described by this subsection (b) is hereafter referred to as the "Applicable Limitations Period." The Applicable Limitations Period replaces and supersedes any limitations period ending at a later time that otherwise might be deemed applicable under state or federal law in the absence of this Section 15.05. Except as provided in the following two sentences, a claim or action filed after the expiration of the Applicable Limitations Period will be deemed time-barred. The Plan Administrator will have discretion to extend the Applicable Limitations Period upon a showing of exceptional circumstances that, in the opinion of the Plan Administrator, provide good cause for an extension. The exercise of this discretion is committed solely to the Plan Administrator, and is not subject to review. Notwithstanding the foregoing, neither this subsection (b) nor the Applicable Limitations Period will apply to a claim governed by section 413 of ERISA.

(c) For purposes of this Section 15.05, an Applicable Claim is:

(1) a claim or action to recover benefits allegedly due under the provisions of the Plan or by reason of any law;

(2) a claim or action to clarify rights to future benefits under the terms of the Plan;

(3) a claim or action to enforce rights under the Plan; or

(4) any other claim or action that:

(A) relates to the Plan, and

(B) seeks a remedy, ruling, or judgment of any kind against the Plan, the Plan Administrator, or other fiduciary (within the meaning of section 3(21) of ERISA), or a party in interest (within the meaning of section 3(14) of ERISA) with respect to the Plan.

(d) In the event of any Applicable Claim brought by or on behalf of two or more Claimants, this Section 15.05, including the Applicable Limitations Period, will apply separately with respect to each Claimant.

15.06 Class Action Forum Selection.

(a) To the fullest extent permitted by law, any putative class action lawsuit brought in whole or in part under section 502 of ERISA (or any successor provision) and relating to the Plan, the administration of the Plan, management or investment or handling of Plan assets, the Trust, or the performance or non-performance of Plan fiduciaries or administrators must be filed in one of the following jurisdictions:

(1) the jurisdiction in which the Plan is principally administered; or

(2) the jurisdiction in which the largest number of putative class members resides as determined by the Plan Administrator based on records maintained by the Plan Administrator (or if that jurisdiction cannot be determined, the jurisdiction in which the largest number of class members is reasonably believed to reside).

(b) If any putative class action within the scope of subsection (a) is filed in a jurisdiction other than one of those described in subsection (a), or if any non-class action filed in such a jurisdiction is subsequently amended or altered to include class action allegations, then the Plan, any Plan affiliates, and all alleged Plan participants must take all steps necessary to have the action removed to, transferred to, or re-filed in a jurisdiction described in subsection (a). Such steps may include, but are not limited to:

(1) a joint motion to transfer the action; or

(2) a joint motion to dismiss the action without prejudice to its re-filing in a jurisdiction described in subsection (a), with any applicable time limits or statutes of limitations applied as if the suit or class action allegation had originally been filed or asserted in a jurisdiction in subsection (a) at the same time that it was filed or asserted in a jurisdiction not described therein.

(c) This forum selection provision is waived if no party invokes it within 120 days of filing a putative class action or the assertion of class action allegations.

(d) This Section 15.06 does not relieve the Plan or any putative class member of any obligation existing under the Plan or by law to exhaust administrative remedies before initiating litigation or to comply with the limitations of actions provision set forth in Section 15.05.

ARTICLE 16. MANAGEMENT OF FUNDS

16.01 Trust Agreement.

A Trust Fund currently known as the AMETEK Retirement and Savings Trust (the "Trust" or the "Trust Fund") has been established by the execution of trust agreements with one or more Trustees and is maintained for the purposes of this Plan. Each Employer Unit will make contributions under this Plan to the Trust for purposes of providing benefits under the Plan.

16.02 Designation of Trustee.

There will be one or more trustees, either corporate or individual, in each case appointed and subject to removal by the Company. In case of death, incapacity, resignation or removal of any Trustee, a successor will be appointed by the Company.

16.03 Exclusive Benefit Rule.

Except as otherwise provided in the Plan, no part of the corpus or income of the funds of the Plan will be used for, or diverted to, purposes other than for the exclusive benefit of Participants and other persons entitled to benefits under the Plan before satisfaction of all liabilities with respect to them. No person will have any interest in or right to any part of the earnings of the funds of the Plan, or any right in, or to, any part of the assets held under the Plan, except as and to the extent expressly provided in the Plan.

16.04 Appointing Investment Managers.

The Plan Administrator may, from time to time, appoint one or more investment managers (within the meaning of section 3(38) of ERISA) to manage, invest and reinvest the Trust Fund, or such part or parts of the Trust Fund as is specified in such appointment. Any appointment made pursuant to this Section 16.04 may be revoked or modified by the Plan Administrator at any time and a new appointment made.

16.05 No Guarantee.

The Employer, the Plan Administrator, and the Trustee do not guarantee the Participants or their Beneficiaries against loss or depreciation or fluctuation of the value of the assets of the Trust Fund.

ARTICLE 17. ASSIGNMENTS OR LIENS

17.01 No Alienation.

Except as provided in Section 17.03 or permitted by section 401(a)(13)(C) of the Code, no right, benefit or interest of any Participant or Beneficiary under the Plan may be made subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt or arrangement on the part of any person so to do will be void.

17.02 No Liability for Obligation.

Except as provided in Section 17.03 or permitted by section 401(a)(13)(C) of the Code, no right, benefit, or interest will in any way be subject to or liable for the debts, contracts, commitments, obligations, liabilities or torts of any Participant or Beneficiary under the Plan or subject to attachment, execution, garnishment, sequestration, seizure or legal, equitable, or other process for or against such person and any attempt or arrangement on the part of any person so to do will be void.

17.03 Qualified Domestic Relations Orders.

Notwithstanding the provisions of Sections 17.01 or 17.02, the Plan Administrator will direct the Trustee to honor and comply with the provisions of a domestic relations order which the Plan Administrator determines to constitute a Qualified Domestic Relations Order, as defined in section 414(p) of the Code. Nothing contained in this Plan prevents the Trustee, in accordance with the direction of the Plan Administrator, from complying with the provisions of a Qualified Domestic Relations Order (as defined in section 414(p) of the Code). The Plan Administrator will establish procedures to determine the status of a judgment, decree or order as a Qualified Domestic Relations Order and to administer Plan distributions in accordance with Qualified Domestic Relations Orders. Notwithstanding anything to the contrary in Section 14.07, reasonable expenses incurred by the Plan Administrator to determine whether a domestic relations order is a Qualified Domestic Relations Order may be paid from the Accounts of the Participant to whom such Order relates. Any payment made by the Plan Administrator pursuant to a Qualified Domestic Relations Order will reduce, by a like amount, the amount otherwise payable under the Plan to the Participant to whom such Order relates or his Beneficiary, as the case may be.

17.04 Distributions Under Qualified Domestic Relations Orders.

This Plan specifically permits distribution to an Alternate Payee under a Qualified Domestic Relations Order at any time, irrespective of whether the Participant has attained his earliest retirement age (as defined under Code section 414(p)) under the Plan. A distribution to an Alternate Payee before the Participant's attainment of earliest retirement age is available only if: (1) the Qualified Domestic Relations Order specifies distribution at that time or permits an agreement between the Plan and the Alternate Payee to authorize an earlier distribution; and (2) if the present value of the Alternate Payee's benefits under the Plan exceeds $5,000 and the Qualified Domestic Relations Order requires, the Alternate Payee consents to any distribution occurring before the Participant's attainment of earliest retirement age. Nothing in this Section 17.04 permits a Participant a right to receive distribution at a time otherwise not permitted under the

Plan nor does it permit the Alternate Payee to receive a form of payment not permitted under the Plan.

ARTICLE 18. AMENDMENT, MERGER OR TERMINATION

18.01 Amendment of Plan.

The Board of Directors, at a meeting or by unanimous written consent, may amend, terminate or suspend this Plan at any time or from time to time by an instrument in writing duly executed in the name of the Company and delivered to the Committee; provided, however, that:

(a) No amendment will provide for the use of the assets of this Plan or any part thereof other than for the exclusive benefit of Participants and Beneficiaries;

(b) The Committee may amend the Plan, without action or approval by the Board of Directors, to modify the maximum percentage of Compensation that may be deferred by Highly Compensated Employees;

(c) No amendment will deprive any Participant or Beneficiary of any of the benefits that are vested in him or to which he is entitled under this Plan by reason of the prior Years of Service, death, Disability or termination of employment of such Participant;

(d) If the Internal Revenue Service requires that one or more amendments be adopted to the Plan as a condition of receiving a favorable determination letter, and the representative of the Company with respect to the application for the determination letter agrees in writing to the adoption of such amendments, such amendments will, upon the issuance of the requested determination letter, be deemed to have been adopted, automatically and without further action by the representative, the Company, or the Board of Directors, effective as of the date or dates specified in such amendments; and

(e) This Plan may be amended at any time and from time to time in any respect so as to qualify this Plan pursuant to section 401(a) of the Code and to comply with the provisions of ERISA, regardless of whether any such amendment may change, alter or amend the relative benefits under this Plan of any Participant or Beneficiary.

18.02 Termination of Plan.

The Company will have the right, in its sole discretion, at any time, to suspend or discontinue its contributions under the Plan, and to terminate at any time, in whole or in part, this Plan and the Trust. To the extent practicable, a termination will be effected by resolution of the Board of Directors and written notice thereof will be given by an instrument in writing executed by the Company and filed with the Trustee and Committee. The Plan will also be considered terminated as of the date that the Company is dissolved or liquidated or disposes of substantially all of its assets without providing for any successor person, firm or corporation to continue the Plan.

Whether a partial termination has occurred depends on all the relevant facts and circumstances, as determined by the Commissioner of the Internal Revenue Service. No Participant will have any right to be vested under Section 18.03(a) on account of a partial termination unless and until the Commissioner makes such a determination.

18.03 Vesting and Distribution of Assets on Plan Termination or Complete Discontinuance of Contributions.

(a) **Vesting.**

Upon complete or partial termination of this Plan, or complete discontinuance of contributions to this Plan, a Participant who is affected by the complete or partial termination or discontinuance will be vested in the balance of his Accounts, determined as of the date of complete or partial termination or the discontinuance.

(b) **Distribution.**

Upon complete or partial termination of this Plan, or complete discontinuance of contributions to this Plan, the value of each affected Participant's account will be distributed in accordance with this subsection (b) to the extent consistent with applicable law. Except as otherwise provided by ERISA, there will first be set aside amounts due to Participants who have terminated employment and who were not previously paid pursuant to the provisions of Article 12, and the amount to which any such Participant is entitled will be paid to him or his duly designated Beneficiary, as the case may be. The proportionate interest of each other Participant in the remaining assets of the Trust Fund will then be determined in accordance with Article 7 except that the value of such proportionate interest will be determined as of the date of termination of this Plan. There will be paid to each Participant or his duly designated Beneficiary, as the case may be, the benefit thus determined pursuant to this Section 18.03, plus his proportionate share of any earnings thereon, or less his proportionate share of any losses thereon, if applicable. Provision for the payment of benefits pursuant to this Section 18.03 may be made at the direction of the Company, by continuing the Trust Fund in existence and making provision therefrom for benefit distributions in accordance with the terms of this Plan, by immediate and full distribution from the Trust Fund of Participants' Accounts, or by any combination thereof. Notwithstanding the foregoing provisions of this Section 18.03, following the termination of the Plan, a distribution of a Participant's Pre-Tax Contribution Account, Roth Contribution Account, or Catch-Up Contribution Account will not occur if the Employer establishes or maintains a successor plan (as defined under section 401(k) of the Code and the corresponding Treasury regulations).

18.04 Merger or Consolidation.

Pursuant to action of the Board of Directors:

(a) the Plan may be merged or consolidated with, or a portion of its assets and liabilities may be transferred to, another plan meeting the requirements of section 401(a) of the Code or any successor provision of law, or

(b) a portion of the assets and liabilities of another such plan may be transferred to the Plan,

provided such merger, consolidation or transfer is accompanied by a transfer of such existing records and information as may be necessary to properly allocate such assets among Participants and to provide any tax or other necessary information to the persons administering the Plan or receiving the assets, and further provided that each Participant or Beneficiary will be entitled to receive a benefit immediately after such merger,

consolidation or transfer (if this Plan or such other plan were then terminated) which is at least equal to the benefit the Participant or Beneficiary would have been entitled to receive immediately before such merger, consolidation or transfer (if this Plan or such other plan had been terminated).

ARTICLE 19. TOP-HEAVY PROVISIONS

19.01 Priority Over Other Plan Provisions.

For any Plan Year for which this Plan is a Top-Heavy Plan, as defined below, the provisions of this Article 19 will apply and control over any contrary provisions of the Plan.

19.02 Definitions Used in this Article.

For purposes of this Article 19, the following definitions will apply unless the context clearly indicates otherwise:

(a) **Determination Date.** "Determination Date" means the last day of the preceding Plan Year.

(b) **Employer.** "Employer" means any Employer and any Affiliate, each as defined in Article 2.

(c) **Employer Plan.** Employer Plan means a stock bonus, pension, or profit-sharing plan intended to qualify under section 401(a) of the Code, whether or not terminated, of the Employer.

(d) **Five Percent Owner.** Five Percent Owner means:

(1) if the Employer is a corporation, any person who owns (or is considered as owning within the meaning of section 318) more than five percent of the outstanding stock of the corporation or stock possessing more than five percent of the total combined voting power of all stock of the corporation; or

(2) if the employer is not a corporation, any person who owns more than five percent of the capital or profits interest in the Employer.

For purposes of this subsection (d), no Employer will not be treated as a single employer, and a person's ownership interest in each Employer will not be aggregated.

(e) **Key Employee.** "Key Employee" means any employee who at any time during the Plan Year ending with the Determination Date is:

(1) an Officer whose Total Compensation exceeds the dollar amount under section 416(i)(1)(A)(i) of the Code;

(2) a Five Percent Owner;

(3) a One Percent Owner whose Total Compensation exceeds $150,000; or

(4) the Beneficiary of any individual described in the foregoing clauses of this subsection (e).

(f) **Non-Key Employee.** "Non-Key Employee" means, for any Plan Year, an individual who was employed as an Employee at any time during the Plan Year and who is not a Key Employee. A "Non-Key Employee" also includes and Employee who is a former Key Employee.

(g) **Officer.** "Officer" means an individual who is an "officer" within the meaning of section 416(i)(1) of the Code and any regulations prescribed thereunder. No more than 50 employees of the Employer (or, if lesser, the greater of 3 or 10 percent of the employees) will be treated as officers in any given Plan Year. If the number of employees who could be treated as Officers exceeds the limits set forth in this subsection (g), then the employees having the highest annual Total Compensation among all potential Officers, during the Plan Year ending with the Determination Date and the four preceding Plan Years, will be considered Officers.

(h) **One Percent Owner.** "One Percent Owner" has the same meaning as Five Percent Owner except that One Percent is substituted for Five Percent wherever that term appears in subsection (c).

(i) **Permissive Aggregation Group.** "Permissive Aggregation Group" means a group of Employer Plans comprising each Employer Plan that is included in the Required Aggregation Group and each other Employer Plan selected by the Company for inclusion in the Permissive Aggregation group that would not, by its inclusion, prevent the group of Employer Plans included in the Permissive Aggregation Group from continuing to meet the nondiscrimination requirements of section 401(a)(4) of the Code and the participation requirements of section 410 of the Code.

(j) **Required Aggregation Group.** "Required Aggregation Group" means one or more Employer Pans including each Employer Plan in which a Key Employee is a participant and each other Employer Plan that enables any Employer Plan in which a Key Employee participants to meet the nondiscrimination requirements of section 410(a)(4) of the Code or the participation requirements of section 410 of the Code.

(k) **Top-Heavy Plan.** The Plan will be considered a "Top-Heavy Plan" for any Plan Year, if, as of the Determination Date:

(1) the Plan is not part of a Permissive Aggregation Group or a Required Aggregation Group and the aggregate present value of the Accounts of Participants who are Key Employees exceeds sixty percent (60%) of the aggregate present value of the Accounts under the Plan for all Participants; or

(2) the Plan is part of a Required Aggregation Group and the sum of the present values of accrued benefits for Key Employees under all Employer Plans included in such Required Aggregation Group exceeds sixty percent (60%) of the sum of the present value of accrued benefits of all participants of all plans within the Required Aggregation Group.

The Plan will not be considered a Top-Heavy Plan for any Plan Year in which the Plan is part of a Required Aggregation Group or Permissive Aggregation Group which is not top-heavy.

The present value of accounts and of accrued benefits will be calculated in accordance with section 416(g) of the Code and will include (A) the distributions made with respect to the employee under the Plan and any plan aggregated with the Plan during the applicable period ending on the Determination Date; (B) any distributions made with respect to the employee during the applicable period ending on the Determination Date under a terminated plan which, had it not been terminated, would have been aggregated with the Plan in a Required Aggregation Group. For purposes of (A) and (B), the "applicable period" will mean the one-year period ending on the Determination Date unless the distribution is an in-service distribution or otherwise made for reasons other than severance from employment, death, or disability.

The accrued benefits and accounts of any individual who has not performed services for the Employer during the 1-year period ending on the determination date will not be taken into account for purposes of this subsection (k).

(l) **Total Compensation.** "Total Compensation" means "compensation" as defined in Section 6.02(c)(2).

19.03 Minimum Allocation.

For each Plan Year during which the Plan is a Top Heavy Plan, for each Non-Key Employee who has satisfied the eligibility requirements of Section 3.01 and who has not separated from service as of the last day of the Plan Year,

(a) the Employer contributions the Employer otherwise would have made under the Plan for such Plan Year (determined without regard to compensation in excess of Total Compensation), or, if greater,

(b) contributions for such Plan Year that, when added to the contributions made by the Employer for such Non-Key Employee (and any forfeitures allocated to the accounts of such Non-Key Employee) for such Plan Year under all other defined contribution plans of the Employer,

will equal not less than the lesser of:

(c) three percent (3%) of Total Compensation; or

(d) the highest percentage of Total Compensation at which Employer contributions plus forfeitures are allocated (or required to be allocated) for the Plan Year to the accounts of any Key Employee; provided that the provisions of this paragraph (d) will not apply if the Plan is in the Required Aggregation Group and enables a defined benefit plan in the Required Aggregation Group to meet the requirements of section 401(a)(4) or section 410 of the Code. For purposes of this paragraph (d), all defined contribution plans in the Required Aggregation Group will be treated as one plan.

For purposes of this Section 19.03,

(1) the minimum contribution allocated to Non-Key Employees for the Plan Year will be determined without regard to elective deferrals;

(2) the highest percentage of Total Compensation contributed by the Employer on behalf of any Key Employee under paragraph (d) for the Plan Year will be determined by including elective deferrals; and

(3) employer matching contributions will be taken into account.

Notwithstanding anything to the contrary in this Section 19.03, a minimum allocation will not be made on behalf of a Non-Key Employee under this Plan in the event the Participant is covered by another plan of an Employer and the minimum allocation or benefit requirement as set forth in section 416 of the Code and regulations thereunder is satisfied by such other plan of the Company.

19.04 Coordination with Defined Benefit Plan.

If a Non-Key Employee who is entitled to receive a contribution under Section 19.03 is also entitled to receive a minimum benefit pursuant to section 416 of the Code under a defined benefit pension plan maintained by an Employer, and the Non-Key Employee does not accrue a benefit under such defined benefit pension plan that, together with the Non-Key Employee's minimum contribution provided under Section 19.03 hereof, satisfies the requirements of section 416 of the Code, the amount of Matching Contributions allocated to the Matching Contribution Account of such Non-Key Employee will equal the lesser of:

(a) 5 percent (5%) of the Non-Key Employee's Total Compensation for the Plan Year; or

(b) the percentage necessary in order that the Non-Key Employee receive the minimum combined benefits under this Plan and such defined benefit pension plan to which he is entitled under section 416 of the Code.

ARTICLE 20. SPECIAL RULES FOR MILITARY SERVICE

20.01 In General.

Notwithstanding any other provision of the Plan, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Code (excluding section 414(u)(9) of the Code). The Plan Administrator may reasonably request that an Employee demonstrate that he has engaged in qualified military service within the meaning of section 414(u) of the Code.

20.02 Reemployment Following a Period of Qualified Military Service.

(a) Reemployment Following a Period of Qualified Military Service. Notwithstanding any provision of this Plan to the contrary all contributions with respect to periods of qualified military service will be provided in a manner consistent section 414(u) of the Code (excluding section 414(u)(9)) if a Participant is treated as reemployed by the Employer under chapter 43 of title 38, United States Code, following a period of qualified military service, as follows:

(1) Pre-Tax, Roth, and Catch-up Contributions. A Participant who is treated as reemployed under chapter 43 of title 38, United States Code, following a period of qualified military service will be permitted to contribute additional Pre-Tax, Roth, After-Tax, and Catch-up Contributions under the Plan in an amount up to the maximum amount of Pre-Tax, Roth, After-Tax, and Catch-up Contributions that the Participant would have been permitted to make under the Plan during the period of qualified military service if the Participant had continued to be employed during such period and received Compensation equal to the Compensation the Participant would have received during such period if the Participant were not in qualified military service, or if such rate is not reasonably certain, the Participant's average rate of Compensation during the 12-month period immediately preceding the qualified military service (or, if shorter, the period of the Participant's employment as an Employee immediately preceding such period. The maximum amount of Pre-Tax, Roth, After-Tax, and Catch-Up Contributions so determined will be reduced by the amount of any Pre-Tax, Roth, After-Tax, or Catch-Up Contributions actually made by the Participant during his period of absence due to qualified military service. The additional Pre-Tax, Roth, After-Tax, or Catch-Up Contributions must be made within five (5) years (or, if less, three (3) times the length of the Participant's most recent period of qualified military service) after his reemployment and while the Participant is an Employee.

(2) Matching Contributions and Retirement Incentive Contributions. The applicable Employer Unit will contribute Matching Contributions and any Retirement Incentive Contributions that would have been attributable to Pre-Tax Contributions or Roth Contributions made pursuant to paragraph (1) if the Participant had elected to make such contributions during the period of qualified military service.

(3) Retirement Contributions. The applicable Employer Unit will contribute to the Plan, on behalf of each Participant who is treated as reemployed under chapter 43 of title 38, United States Code, following a period of qualified military service, an amount equal to the Retirement Contributions or Profit-Sharing Contributions, if any, that would have been required under Section 5.02 had such Participant continued to be employed and received Compensation during the period of qualified military service.

(b) Contributions made pursuant to subsection (a):

(1) will not be taken into account for purposes of the limit described in Section 6.01(a) and the otherwise applicable limitations under Section 6.02 for the taxable year or limitation year in which the contributions are made; rather such contributions will be taken into account for purposes of such limitations for the year to which the contributions relate; and

(2) will not be taken into account for purposes of the limitations described in Section 6.03 for any year.

20.03 Service Credit.

If Section 20.02(a) applies to a Participant, the Participant's period of absence due to qualified military service will be included in the determination of his Hours of Service and the Participant will not incur a Separation of Service Date by reason of his qualified military service.

20.04 Loan Repayments.

As provided in Section 11.05(g)(3), loan repayments will be suspended under this Plan as permitted under section 414(u)(4) of the Code.

20.05 Survivor Benefits.

In accordance with section 401(a)(37) of the Code, the survivors of a Participant who dies while performing qualified military service (within the meaning of section 414(u) of the Code) will be eligible for any additional benefits (other than additional benefit accruals related to the period of qualified military service) that would have been provided under the Plan if the Participant had resumed employment and immediately thereafter terminated employment due to death.

20.06 Treatment of Differential Wage Payments.

To the extent required by section 414(u)(12) and guidance issued thereunder, an individual receiving differential wage payments (within the meaning of section 3401(h)(2) of the Code) from the Employer will be treated as an employee and the differential wage payments will be treated as compensation.

20.07 Termination of Employment.

For purposes of Article 12, a termination of employment will be deemed to occur to the extent permitted by section 414(u)(12)(B) of the Code (concerning individuals performing service in the uniformed services described in Code section 3401(h)(2)(A)), provided that if a Participant elects a distribution of all or part of his Pre-Tax Contribution Account, Roth Contribution Account, After-Tax Contribution Account, or Catch-Up Contribution Account pursuant to section 414(u)(12)(B) of the Code, the Participant will be prohibited from making Pre-Tax Contributions, Roth Contributions, After-Tax Contributions, or Catch-Up Contributions under this Plan during the six-month period beginning on the date of the distribution to the extent required by Code section 414(u)(12)(B)(ii).

20.08 Qualified Reservist Distribution.

A Participant may withdraw all or part of his Pre-Tax Contribution Account, Pre-Tax Catch-Up Subaccount, Roth Contribution Account, and Roth Catch-Up Subaccount in accordance with section 72(t)(2)(G) of the Code if: (a) the Participant was (by reason of being a member of a reserve component (as defined in section 101 of title 37, United States Code)) ordered or called to active duty after September 11, 2001 for a period in excess of 179 days or for an indefinite period, and (b) the withdrawal is made on or after September 4, 2018, during the period beginning on the date of such order or call and ending at the close of the active duty period.

ARTICLE 21. MISCELLANEOUS

21.01 Not a Contract of Employment.

This Plan will not constitute a contract of employment between Company and the Participant. Nothing in this Plan will give a Participant the right to be retained in the service of Company or to interfere with the right of the Company to discipline or discharge a Participant at any time.

21.02 Electronic Transmission of Notices and Elections.

Any notice required to be distributed to or any elections or directions permitted under Article 4 or Article 8 by Participants, Beneficiaries and Alternate Payees pursuant to the terms of the Plan may, at the direction of the Plan Administrator, be transmitted electronically or telephonically to the extent permitted by, and in accordance with any procedures set forth in, applicable law and regulations.

21.03 Governing Law.

The Plan will be construed and enforced in accordance with applicable federal law and, to the extent not preempted by federal law, the laws of the Commonwealth of Pennsylvania (without regard to the legislative or judicial conflict of laws rules of any state or other jurisdiction).

21.04 Severability.

If any provision of this Plan is held unenforceable, the remainder of the Plan will continue in full force and effect without regard to such unenforceable provision and will be applied as though the unenforceable provision were not contained in the Plan.

21.05 Headings.

Headings are inserted in this Plan for convenience of reference only and are to be ignored in the construction of the provisions of the Plan.

* * *

IN WITNESS WHEREOF, and as evidence of the adoption of this amended and restated Plan by the Company, AMETEK, Inc. has executed the same this 27 day of August, 2018.

AMETEK, Inc.

By: /s/ HENRY J. POLICARE
Henry J. Policare
Director, Global Benefits & M&A – HR

Exhibit 10.3

AMETEK, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

Amended and Restated as of October 1, 2018

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ARTICLE 1. PURPOSE

1.01 Purpose.

The AMETEK, Inc. Supplemental Executive Retirement Plan (the "Plan") provides additional retirement benefits, on a tax-qualified basis, to a select group of management or highly compensated employees of AMETEK, Inc. whose benefits under certain of the retirement plans maintained for employees of AMETEK or its subsidiaries are restricted by the provisions of the Internal Revenue Code of 1986, as amended.

1.02 Effective Date.

The Plan, as hereby amended and restated, is effective with respect to amounts that were not deferred or vested (within the meaning of section 409A of the Code) before January 1, 2005, and any earnings on such amounts. Amounts deferred and vested (within the meaning of section 409A of the Code) before January 1, 2005 and earnings on such amounts are not affected by this amendment and restatement of the Plan, and remain subject to the terms of the May 1, 1997 plan document, as amended, which are set forth in Appendix A to this October 1, 2018, amendment and restatement. For recordkeeping purposes, the Company will establish separate accounts for each Participant for amounts deferred and vested before January 1, 2005, and amounts deferred and vested on or after that date.

ARTICLE 2. DEFINITIONS AND CONSTRUCTION

2.01 Definitions.

For the purpose of this Plan, the following terms shall have the meanings set forth below, unless the context clearly indicates otherwise.

(a) **Account.** "Account" means a hypothetical account established on the books of the Company pursuant to Section 4.01.

(b) **Annual Payment.** "Annual Payment" means the annual amount paid with respect to one or more Sub-Accounts under the life annuity form of distribution, as determined under Section 5.01(d)(3).

(c) **Beneficiary.** "Beneficiary" means the person, persons, or entity as designated by the Participant, entitled under Article 6 to receive any Plan benefit payable after the Participant's death.

(d) **Board.** "Board" means the Board of Directors of AMETEK, Inc.

(e) **Change in Control**. A "Change in Control" shall occur if:

(1) Any one Person or more than one Person acting as a group (as defined in section 1.409A-3(i)(5)(v)(B) of the Treasury Regulations) acquires ownership of stock of the Company that, together with the stock held by such Person or group of Persons, constitutes more than 50 percent of the total fair market value or total voting power of the stock of the Company. However, if such Person or group of Persons is considered to own more than 50 percent of the total fair market value or total voting power of the stock of the Company before this transfer of the Company's stock, the acquisition of additional stock by the same Person or group of Persons shall not be considered to cause a Change in Control of the Company; or

(2) Any one Person or more than one Person acting as a group (as defined in section 1.409A-3(i)(5)(v)(B) of the Treasury Regulations) acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person or group of Persons) ownership of stock of the Company possessing 30 percent or more of the total voting power of the stock of the Company. However, if such Person or group of Persons is considered to own 30 percent or more of the total voting power of the stock of the Company before this acquisition, the acquisition of additional control or stock of the Company by the same Person or group of Persons shall not cause a Change in Control of the Company; or

(3) A majority of members of the Company's Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Company's Board before the date of the appointment or election; or

(4) Any one Person or more than one Person acting as a group (as defined in section 1.409A-3(i)(5)(v)(B) of the Treasury Regulations) acquires (or has

acquired during the 12-month period ending on the date of the most recent acquisition by such Person or group of Persons) assets from the Company that have a total gross fair market value equal to substantially all but in no event less than 40 percent of the total fair market value of all assets of the Company immediately prior to such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets. A transfer of assets by the Company will not result in a Change in Control under this Section 2.01(e)(4), if the assets are transferred to:

(A) A shareholder of the Company (immediately before the asset transfer) in exchange for or with respect to its stock;

(B) An entity, 50 percent or more of the total value or voting power of which is owned, directly or indirectly, by the Company immediately after the transfer of assets;

(C) A Person or more than one Person acting as a group (as defined in section 1.409A-3(i)(5)(v)(B) of the Treasury Regulations) that owns, directly or indirectly, 50 percent or more of the total value or voting power of all the outstanding stock of the Company; or

(D) An entity, at least 50 percent of the total value or voting power of which is owned directly or indirectly, by a person described in Section 2.01(e)(4)(C), above.

For purposes of this Section 2.01(e), no acquisition, either directly or indirectly, by the Participant, his affiliates and associates, the Company, any subsidiary of the Company, any employee benefit plan of the Company or of any subsidiary of the Company, or any person or entity organized, appointed or established by the Company for or pursuant to the terms of any such employee benefit plan shall constitute a Change in Control.

For purposes of this Section 2.01(e), the following terms shall have the meanings set forth below:

(1) "Company" shall mean AMETEK, Inc., except that, if a Participant is employed by a majority-controlled subsidiary of the Company, for purposes of Sections 2.01(e)(1), 2.01(e)(2), and 2.01(e)(4), "Company" shall mean such subsidiary.

(2) "Person" shall mean any individual or individuals other than the Participant, his affiliates and associates, the Company, any subsidiary of the Company, any employee benefit plan of the Company or of any subsidiary of the Company, or any person or entity organized, appointed or established by the Company for or pursuant to the terms of any such employee benefit plan.

(f) **Code.** "Code" means the Internal Revenue Code of 1986, as amended.

(g) **Committee.** "Committee" means the committee appointed by the Board (or its delegee) to administer the Plan pursuant to Article 7.

(h) **Company.** "Company" means AMETEK, Inc., a Delaware corporation, and each of its subsidiaries designated by the Board, which has elected to cover its Employees hereunder by resolution of its board of directors.

(i) **Compensation.** "Compensation" means (1) if the Participant is accruing a benefit under a defined benefit retirement plan sponsored by the Company, compensation as defined in the Employees' Retirement Plan of AMETEK, Inc., or (2) if the Participant is not accruing a benefit under a defined benefit retirement plan sponsored by the Company, compensation as defined in the AMETEK, Inc. Retirement and Savings Plan (or any successor plan); provided that in either case, compensation shall not include any special payments commencing on or after July 1, 2015.

(j) **Compensation Limit.** "Compensation Limit" means the amount of Compensation that may be taken into account under a Retirement Plan by reason of the provisions of Section 401(a)(17) of the Code.

(k) **Effective Date.** "Effective Date" means October 1, 2018.

(l) **Eligible Employee.** "Eligible Employee" means an employee of the Company who is designated by the Committee, in its sole discretion, to be eligible to participate in the Plan pursuant to Section 3.01.

(m) **Excess Compensation.** "Excess Compensation" means Compensation in excess of the Compensation Limit.

(n) **Investment Funds.** "Investment Funds" means the separate deemed investment funds identified on Exhibit A of the Plan that a Participant may direct be used as a method to measure the growth of the Participant's amounts credited to the Participant's Account.

(o) **Participant.** "Participant" means any Eligible Employee who satisfies the requirements set forth in Article 3. In the event of the death or incompetency of a Participant, the term shall mean the Participant's personal representative or guardian.

(p) **Plan.** "Plan" means the AMETEK, Inc. Supplemental Executive Retirement Plan as set forth herein and as it may be amended from time to time.

(q) **Plan Year.** "Plan Year" means the 12-month period beginning on each January 1 and ending the following December 31.

(r) **Pre-2019 Sub-Account.** "Pre-2019 Sub-Account" means a type of Sub-Account described in Section 4.01 that is established and maintained within each Account for the portion of any credit to the Participant's Account that is attributable to Excess Compensation earned before January 1, 2019, and any earnings on such amounts.

(s) **Retirement.** "Retirement" or "Retires" means a Participant's Separation from Service with the Company (for reasons other than death) at or after attaining Retirement Age.

(t) **Retirement Age.** "Retirement Age" means age 59½.

(u) **Separates from Service.** "Separates from Service" or "Separation from Service" means separation from service within the meaning of section 409A of the Code.

(v) **Shares.** "Shares" means shares of common stock of AMETEK, par value $.01 per share.

(w) **Sub-Account.** "Sub-Account" means a hypothetical sub-account within an Account established on the books of the Company pursuant to Section 4.01.

(x) **Valuation Date.** Effective October 1, 2018, "Valuation Date" means:

(1) the distribution date if the distribution date is a business day; or

(2) the next business day following the distribution date if the distribution date is not a business day (*e.g.,* falls on a weekend or holiday).

BeforeOctober 1, 2018, "Valuation Date" means the last day of the Plan Year preceding the date of payment.

(y) **Year of Service.** "Year of Service" means the 12-month period following the date that the Eligible Employee first performs an hour of service for the Company and each consecutive 12-month period following the anniversary of that date that is completed before the Participant Separates from Service.

2.02 Construction.

For purposes of the Plan, unless the contrary is clearly indicated by context,

(a) the use of the masculine gender shall also include within its meaning the feminine and vice versa,

(b) the use of the singular shall also include within its meaning the plural and vice versa, and

(c) the word "include" shall mean to include without limitation.

ARTICLE 3. ELIGIBILITY AND PARTICIPATION

3.01 Eligibility.

Eligibility to participate in the Plan shall be limited to that select group of management and/or highly compensated employees of the Company whom the Committee designates as eligible to participate in the Plan.

3.02 Participation.

An Eligible Employee shall become a Participant in the Plan on the date that the Participant first has Excess Compensation. An Eligible Employee shall remain a Participant until his Account is distributed as provided under Article 5.

ARTICLE 4. ACCOUNTS

4.01 Accounts and Sub-Accounts.

The Committee shall establish and maintain a separate Account with respect to each Participant. A Participant's Account shall equal the amounts credited to the Participant's Account pursuant to Section 4.02, and the value of his Account shall be determined pursuant to Section 4.03. Each Account consists of one or more Sub-Accounts. A new Sub-Account shall be established under an Account for each credit made to a Participant's Account under Section 4.02 attributable to Excess Compensation earned after December 31, 2018. Effective October 1, 2018, a Pre-2019 Sub-Account shall be established and maintained within each Account for the portion of any credit to the Participant's Account attributable to Excess Compensation earned before January 1, 2019, and earnings on those amounts. The Participant's Account (and Sub-Accounts) shall be reduced by the amount of payments made by the Company to the Participant or the Participant's Beneficiary pursuant to this Plan and shall be adjusted to reflect investment gains and losses.

4.02 Amounts Allocated to Account.

For each Plan Year, the Company shall credit to the Account of each Participant an amount equal to 13% multiplied by the Participant's Excess Compensation for that Plan Year. Such credit shall be made as of the last day of the Plan Year; provided, however, that the credit shall be made as of the date a Participant Separates from Service if such Separation from Service occurs on account of death or either voluntarily or involuntarily after completing five (5) Years of Service. If any credit is attributable to Excess Compensation earned in more than one calendar year, the credit will be allocated to the Sub-Accounts for the calendar years in which the Excess Compensation was earned.

4.03 Earnings on Accounts.

A Participant's Account shall be credited with earnings from time to time in accordance with the deemed earnings on Investment Funds elected by the Participant. Participants may allocate their Account among the Investment Funds available under the Plan in increments and at times specified by the Committee. The deemed rate of return, positive or negative, credited under each Investment Fund is based upon the actual investment performance of the applicable Investment Funds listed on Exhibit A of the Plan. The Company may specify on Exhibit A of the Plan a default Investment Fund in which amounts will be deemed invested in the absence of an election by the Participant. The Company reserves the right, on a prospective basis, to add or delete Investment Funds.

4.04 Vesting of Account.

Each Participant shall become 100% vested in his Account upon completing five (5) Years of Service.

4.05 No Actual Investment.

Notwithstanding that the returns credited to Participants' Accounts are based upon the actual performance of the corresponding deemed Investment Funds selected by a

Participant, the Company shall not be obligated to invest any amount under this Plan, and the Participant shall have no interest in any amounts that are actually invested to pay benefits under this Plan.

4.06 Distribution from Sub-Accounts.

Any distribution made to or on behalf of a Participant from one or more of the Participant's Sub-Accounts in an amount that is less than the entire balance of any such Sub-Account shall be made pro rata from each of the Investment Funds to which such Sub-Account is then allocated except, and only to the extent, that the Participant (or Beneficiary, if applicable) elects, before the scheduled distribution date, to receive a distribution in Shares, up to the value of the amount to be distributed.

ARTICLE 5. PAYMENT OF ACCOUNT

5.01 Payment Upon Separation from Service.

(a) General.

(1) For Sub-Accounts other than a Pre-2019 Sub-Account: Unless otherwise elected pursuant to Section 5.01(b) or modified pursuant to Section 5.01(b)(2), a Participant who Retires shall receive his vested Account in the form of a lump sum on the later of (1) the January 31 following the Participant's Retirement or (2) the first day of the seventh month following the Participant's Retirement; provided that if a Participant dies after Retirement and before the foregoing distribution date, his Account shall be paid on the first day of the month coincident with or next following the date of the Participant's death.

(2) For a Participants' Pre-2019 Sub-Account: a Participant's vested Account shall be paid in one lump sum on the first day of the month coincident with or next following the date that is six (6) months after the date of the Participant's Separation from Service; provided that if the Participant dies after Separation from Service and before the date that is six (6) months after the date of the Participant's Separation from Service, his Account shall be paid on the first day of the month coincident with or next following the date of the Participant's death. A Participant's Pre-2019 Sub-Account is not eligible for a different time or form of payment pursuant to Section 5.01(b) or modification pursuant to Section 5.01(c).

(b) Distribution Election. A Participant may elect a form or time of payment other than those provided in Section 5.01(a) for a Sub-Account other than a Pre-2019 Sub-Account, by filing a distribution election form for the Sub-Account with the Committee no later than the last day of the Plan Year preceding the Plan Year in which the Participant earns the Excess Compensation on which the credit to the Sub-Account will be based. The distribution election shall determine the time and manner of the distribution from the Participant's Sub-Account under this Section 5.01 if the Participant Retires, unless the election is modified pursuant to Section 5.01(c).

(1) Optional Forms of Distribution. A Participant who does not wish to receive a Sub-Account in the form of a lump sum may elect to receive the Sub-Account in one of the following forms:

(A) Up to fifteen (15) annual installments.

(B) A life annuity with annual payments.

(2) Optional Times for Distribution. A Participant who does not wish to receive a Sub-Account as provided in Section 5.01(a) may elect for distribution of the Sub-Account to commence on January 31 of the second, third, fourth or fifth Plan Year following the Participant's Retirement.

(c) **Modification of Distribution Election.** After making his initial distribution election pursuant to Section 5.01(b) or with respect to a Sub-Account that is subject to the default distribution rule set forth in Section 5.01(a), a Participant may file an election with the Committee, in a form satisfactory to the Committee, to modify the payment date or to modify the form of distribution (including to elect a greater (but not lesser) number of installments; provided, however, that such election:

(1) is filed with the Committee at least twelve (12) months prior to the date of the first scheduled payment;

(2) is not effective until at least twelve (12) months after the date on which the election is made;

(3) defers the lump sum payment, the first installment payment, or the first annuity payment, with respect to which such election is made for a period of not less than five (5) years from the date such payment would have otherwise been made;

(4) does not accelerate commencement of payment of the Sub-Account; and

(5) does not request a fixed number of annual installments that exceeds fifteen (15).

(d) **Amount of Payments.**

(1) Lump Sum. Any lump-sum benefit payable from a Sub-Account in accordance with this Section 5.01 shall be paid in an amount equal to the value of the Sub-Account as of the Valuation Date.

(2) Installment Payments. If annual installments are elected for a Sub-Account in accordance with this Section 5.01, the amount of the first annual installment payment shall equal (A) the value of the Sub-Account as of the Valuation Date, divided by (B) the number of annual installment payments elected by the Participant. The remaining annual installments shall be paid on January 31 of each succeeding Plan Year in an amount equal to (C) the value of the Sub-Account as of the Valuation Date divided by (D) the number of installments remaining.

(3) Life Annuity. If a life annuity is elected for a Sub-Account in accordance with this Section 5.01, each Annual Payment will equal the annual amount that would be payable if the Participant used the balance of the Sub-Account to purchase a commercial annuity, selected by the Committee in its sole discretion, based on the Participant's life and the applicable commencement date. The Committee may determine an aggregate Annual Payment with respect to all Sub-Accounts for which the Participant elected an annuity commencing on the same date by determining the annual amount that would be payable if the Participant used the aggregate balances of the Sub-Accounts to purchase a single commercial annuity based on the Participant's life and the applicable commencement date. For purposes of this Section 5.01(d)(3), the

balance of a Participant's Sub-Account will be determined as of the Valuation Date.

(e) **Benefits Upon Separation from Service.** Any Sub-Account (other than a Pre-2019 Sub-Account) of a Participant who Separates from Service (other than by reason of the Participant's death or Retirement) before Retirement Age shall be distributed in a lump sum on the later of (1) the January 31 following the Participant's Separation from Service or (2) the first day of the seventh month after the Participant's Separation from Service.

(f) **Medium of Payment.** A Participant's vested Account shall be paid in cash, except that a Participant may elect to receive deemed investments in Shares (including deemed investments in the AMETEK Company Stock Fund) in Shares. The certificate(s) for the Shares (if any) shall be issued in the name of the Participant, provided that the Company shall issue the certificate(s) in the names of the Participant and his spouse if the Participant so elects before the first day of the month next following his Separation from Service.

5.02 Payment Upon Death of Participant.

If a Participant dies before he receives his entire benefit in accordance with Section 5.01, his vested Account shall be paid to the Participant's Beneficiary in one lump sum, in Shares and cash, as provided in Section 5.01(f). Such distribution shall be made on the first day of the month next following the date of the Participant's death. The certificates for the Shares (if any) shall be issued in the name of the Beneficiary.

5.03 Administrative Acceleration or Delay of Payment.

A payment is treated as being made on the date when it is due under the Plan if the payment is made (a) no earlier than thirty (30) days before the due date specified by the Plan or (b) on a date later than the due date specified by the Plan that is either (1) in the same Plan Year (for a payment whose specified due date is on or before September 30) or (2) by the fifteenth (15th) day of the third calendar month following the date specified by the Plan (for a payment whose specified due date is on or after October 1).

5.04 Withholding.

The Company shall withhold from any payment made pursuant to this Plan any taxes the Company reasonably believes are required to be withheld from such payments under local, state, or federal law. Unless otherwise determined by the Company, withholding obligations on Shares shall be settled with Shares, including Shares that are part of a distribution that gives rise to the withholding obligation.

5.05 Payment to Guardian.

If a Plan benefit is payable to a minor or a person declared incompetent or to a person incapable of handling the disposition of the property, the Committee may direct payment to the guardian, legal representative or person having the care and custody of such minor, incompetent or person. The Committee may require proof of incompetency, minority, incapacity or guardianship as it may deem appropriate prior to distribution.

Such distribution shall completely discharge the Committee and Company from all liability with respect to such benefit.

5.06 Effect of Payment.

The full payment of the benefit under this Article 5 shall completely discharge all obligations on the part of the Company to the Participant (and the Participant's Beneficiary) with respect to the operation of this Plan, and the Participant's (and Participant's Beneficiary's) rights under this Plan shall terminate.

ARTICLE 6. BENEFICIARY DESIGNATION

6.01 Beneficiary Designation.

Each Participant shall have the right, at any time, to designate one (1) or more persons or entity as Beneficiary (both primary as well as secondary) to whom benefits under this Plan shall be paid in the event of the Participant's death prior to complete distribution of the Participant's Account. Each Beneficiary designation shall be in a written form prescribed by the Committee and shall be effective only if filed with the Committee during the Participant's lifetime.

6.02 Changing Beneficiary.

Any Beneficiary designation may be changed without the consent of the previously named Beneficiary by the filing of a new Beneficiary designation with the Committee.

6.03 No Beneficiary Designation.

If any Participant fails to designate a Beneficiary in the manner provided above, if the designation is void, or if the Beneficiary designated by a deceased Participant dies before the Participant or before complete distribution of the Participant's benefits, the Participant's Beneficiary shall be the person in the first of the following classes in which there is a survivor:

(a) the Participant's surviving spouse;

(b) the Participant's children in equal shares, except that if any of the children predeceases the Participant but leaves surviving issue, then such issue shall take by right of representation the share the deceased child would have taken if living; or

(c) the Participant's estate.

ARTICLE 7. ADMINISTRATION

7.01 Committee Duties.

This Plan shall be administered by the Committee, which shall consist of not less than three (3) persons, who may also be Participants in this Plan, and are named as the initial Committee in this Plan or as subsequently appointed by the Board or its delegee. The Committee shall have the full discretionary authority to (a) make, amend, interpret and enforce all appropriate rules and regulations for the administration of the Plan and decide or resolve any and all questions, including interpretations of the Plan, as they may arise in such administration, and (b) establish and maintain an investment policy for the Plan, select appropriate investment options to implement the investment policy, monitor the performance of such investment options, and change the selection of investment options from time to time in a manner consistent with the objectives of the investment policy. A Committee member who is also a Participant in this Plan shall be prohibited from voting on any matter which may, in the opinion of the balance of the Committee, directly affect the Committee member's individual rights or benefits under this Plan. A majority vote of the Committee members permitted to vote shall control any decision.

7.02 Agents.

The Committee may, from time to time, employ agents and delegate to them such administrative duties as it sees fit, and may from time to time consult with counsel who may be counsel to the Company.

7.03 Binding Effect of Decisions.

The decision or action of the Committee with respect to any question arising out of or in connection with the administration, interpretation and application of the Plan and the rules and regulations promulgated hereunder shall be final, conclusive and binding upon all persons having any interest in the Plan.

7.04 Indemnity of Committee.

The Company shall indemnify and hold harmless each member of the Committee from any and all claims, losses, damages, expenses (including counsel fees) and liability (including any amounts paid in settlement of any claim or any other matter with the consent of the Board) arising from any act or omission of such member, except when the same is due to gross negligence or willful misconduct.

ARTICLE 8. CLAIMS PROCEDURE

8.01 Claim.

Any person or entity claiming a benefit, requesting an interpretation or ruling under the Plan (hereinafter referred to as "Claimant"), or requesting information under the Plan shall present the request in writing to the Corporate Human Resources Department, which shall respond in writing as soon as practical, but not later than ninety (90) days after receipt of the claim, unless the Corporate Human Resources Department notifies the Claimant that special circumstances require an additional period of time (not to exceed 90 days) to review the claim properly.

8.02 Denial of Claim.

If the claim or request is denied, the written notice of denial shall state:

(a) the reasons for denial, with specific reference to the Plan provisions on which the denial is based;

(b) a description of any additional material or information required and an explanation of why it is necessary; and

(c) an explanation of the Plan's claim review procedure, including a statement of the Claimant's right to bring a civil action under section 502(a) of ERISA if the claim denial is denied (in whole or in part) on appeal.

8.03 Review of Claim.

Any Claimant whose claim or request is denied or who has not received a response within the time limits set forth above may request a review by notice given in writing to the Committee. Such request must be made within sixty (60) days after receipt by the Claimant of the written notice of denial, or, in the event Claimant has not received a timely response, within 60 days after the date the Corporate Human Resources Department was required to respond to the claim under Section 8.01. The claim or request shall be reviewed by the Committee which may, but shall not be required to, grant the Claimant a hearing. On review, the claimant may have representation, examine pertinent documents, and submit issues and comments in writing.

8.04 Final Decision.

The decision on review shall normally be made within sixty (60) days after the Committee's receipt of claimant's claim or request. If an extension of time is required for a hearing or other special circumstances, the Claimant shall be notified and the time limit shall be one hundred twenty (120) days. The decision shall be in writing and shall state the reasons and the relevant Plan provisions. All decisions on review shall be final and bind all parties concerned.

ARTICLE 9. AMENDMENT AND TERMINATION OF PLAN

9.01 Amendment.

The Board, by written resolution, shall have the right to amend or modify the Plan at any time in any manner whatsoever; provided, however, that no amendment shall operate to reduce the amount accrued in any Account at the time the amendment is adopted. In addition, the Committee may make all technical, administrative, regulatory and compliance amendments to the Plan, and any other amendment that will not significantly increase the cost of the Plan to the Company, as the Administrator shall deem necessary or appropriate.

9.02 Company's Right to Terminate.

Continuance of the Plan is completely voluntary and is not assumed as a contractual obligation of the Company. The Board, by written resolution, shall have the right at any time to discontinue the Plan; provided, however, that the termination shall not operate to reduce the amount accrued in any Account as of the date the termination is approved.

ARTICLE 10. MISCELLANEOUS

10.01 Hypothetical Accounts.

Each account, sub-account and investment established under the Plan shall be hypothetical in nature and shall be maintained for bookkeeping purposes only. The accounts and sub-accounts established under the Plan shall hold no actual funds or assets. Any liability of the Company to any Participant, former Participant, or Beneficiary with respect to a right to payment shall be based solely upon contractual obligations created by the Plan. Neither the Company, the Board, nor any other person shall be deemed to be a trustee of any amounts to be paid under the Plan. Nothing contained in the Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship, between or among the Company, a Participant, or any other person.

10.02 Company Obligation.

The Company shall not be required to fund any obligations under the Plan. Except as provided in Section 10.03, any assets that may be accumulated by the Company to meet its obligations under the Plan (including any annuity or other insurance contracts) shall for all purposes be part of the general assets of the Company. To the extent that any Participant or Beneficiary acquires a right to receive payments under the Plan for which the Company is liable, such rights shall be no greater than the rights of any unsecured general creditor of the Company.

10.03 Trust Fund.

The Company shall be responsible for the payment of all benefits provided under the Plan. Before a Change in Control, at its discretion, the Company may establish one (1) or more trusts, with such trustees as the Committee may approve, for the purpose of assisting in the payment of such benefits. Following a Change in Control, the Company shall establish one (1) or more trusts, with such trustees as the Committee may approve, for the purpose of assisting in the payment of such benefits, and shall fund such trust with the full amount necessary to pay all benefits that are reasonably expected to be payable under the Plan. If, as a result of a Change in Control, Shares will no longer exist, the Committee may, in its sole discretion, allocate the value of each Participant's Shares to an alternative investment fund. Although such a trust shall be irrevocable, its assets shall be held for payment of all of the Company's general creditors in the event of insolvency and shall not be located or transferred outside the United States. To the extent any benefits provided under the Plan are paid from any such trust, the Company shall have no further obligation to pay them. If not paid from the trust, such benefits shall remain the obligation of Company. No assets of the trust or the Company shall become restricted to provide benefits under the Plan in connection with a change in the Company's financial health.

10.04 Nonassignability.

Neither a Participant nor any other person shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate or convey in advance of actual receipt the amounts, if any, payable hereunder, or any part thereof, which are, and all rights to which are, expressly declared to be unassignable

and non-transferable. No part of the amounts payable shall, prior to actual payment, be subject to seizure or sequestration for the payment of any debts, judgments, alimony or separate maintenance owed by a Participant or any other person, nor be transferable by operation of law in the event of a Participant's or any other person's bankruptcy or insolvency, except that the Committee may recognize a domestic relations order in accordance with procedures that it may establish for this purpose.

10.05 Not a Contract of Employment.

This Plan shall not constitute a contract of employment between Company and the Participant. Nothing in this Plan shall give a Participant the right to be retained in the service of Company or to interfere with the right of the Company to discipline or discharge a Participant at any time.

10.06 Governing Law.

The Plan shall be construed and enforced in accordance with applicable federal law and, to the extent not preempted by federal law, the laws of the Commonwealth of Pennsylvania (without regard to the legislative or judicial conflict of laws rules of any state or other jurisdiction).

10.07 Severability.

If any provision of this Plan is held unenforceable, the remainder of the Plan shall continue in full force and effect without regard to such unenforceable provision and shall be applied as though the unenforceable provision were not contained in the Plan. In addition, if any provision of the Plan shall be found to violate section 409A of the Code or otherwise result in benefits under the Plan being subject to income tax prior to distribution, such provision shall be void and unenforceable, and the Plan shall be administered without regard to such provision.

10.08 Headings.

Headings are inserted in this Plan for convenience of reference only and are to be ignored in the construction of the provisions of the Plan.

10.09 Notice.

Any notice required or permitted under the Plan shall be sufficient if in writing and hand delivered or sent by registered mail, certified mail, or reputable overnight delivery service. Such notice shall be deemed given as of the date of delivery or, if delivery is made by mail or overnight delivery, as of the date shown on the postmark on the receipt for registration or certification or on the records of the overnight delivery company. Mailed notice to the Committee shall be directed to the Company's address. Mailed notice to a Participant or Beneficiary shall be directed to the individual's last known address in Company's records.

10.10 Successors.

The provisions of this Plan shall bind and inure to the benefit of Company and its successors and assigns. The term successors as used herein shall include any

corporate or other business entity which shall, whether by merger, consolidation, purchase or otherwise acquire all or substantially all of the business and assets of Company, and successors of any such corporation or other business entity.

IN WITNESS WHEREOF, and as evidence of the adoption of this Plan by the Company, AMETEK, Inc. has executed the same this 26th day of September, 2018.

AMETEK, INC.

BY: /s/ HENRY J. POLICARE
Henry J. Policare, Director, Global Benefits & M&A-HR

DATE: September 26, 2018

ATTEST

BY: /s/ LYNN CARINO
Assistant Corporate Secretary

EXHIBIT A

AMETEK, Inc. Supplemental Executive Retirement Plan, List of Investment Funds

Effective Before October 1, 2018:

The "**AMETEK Fund**" which consists of deemed investments in whole and fractional shares of Shares, determined as follows:

(a) **Deemed Investment of New Credits.** New amounts credited as of the last day of a Plan Year pursuant to Section 4.02 shall be deemed to be invested in whole and fractional Shares based on the average closing price of the Shares on the principal exchange on which the Shares are traded for the first ten (10) trading days of December preceding the deemed investment.

(b) **Deemed Investment of Hypothetical Dividends.** Hypothetical dividends on the Shares allocated to a Participant's Account shall be credited to a Participant's Account during a Plan Year at the same time(s) that dividends are actually paid on Shares. Hypothetical dividends shall be deemed to be invested in additional Shares as of the last business day of the Plan Year in which they are credited based on the closing price of the Shares on the principal exchange on which the Shares are traded for the first ten (10) trading days of December preceding the deemed investment.

(c) **Valuation of Hypothetical Shares.** The value of Shares allocated to a Participant's Account pursuant to paragraphs (a) and (b), immediately above, shall be adjusted as of the last day of each Plan Year (after the Plan Year in which they are initially allocated) based on the closing price of the Shares on the last business day of the Plan Year. Deemed dividends on the shares allocated to the AMETEK Fund shall be credited to the Fund during a Plan Year when dividends are actually paid on shares of Shares and shall be deemed to be invested in additional shares of Share on the last business day of such Plan Year based on the closing price of the shares on the principal exchange on which the shares are traded for the first 10 trading days of December preceding the deemed investment.

The AMETEK Fund shall be closed to new deemed investments, effective September 28, 2018 (the "Closing Date"). Any cash representing deemed dividends credited to the AMETEK Fund during 2018 on or before the Closing Date shall be transferred to the AMETEK Company Stock Fund on October 1, 2018 ("Transferred Dividend Credits"). Likewise, the value of a Participant's deemed investment in Shares in the AMETEK Fund shall be transferred to the AMETEK Company Stock Fund on October 1, 2018, and converted to unitized shares under the AMETEK Company Stock Fund as described below.

Effective October 1, 2018

1. **"AMETEK Retirement and Savings Plan Investment Options"**: The deemed investments in the investment funds offered under the AMETEK, Inc. Retirement and Savings Plan, including the AMETEK Company Stock Fund.

A Participant's closing deemed investment balance in the AMETEK Fund as of the Closing Date, shall be deemed invested in the AMETEK Company Stock Fund as of October 1, 2018. A Participant's opening deemed investment balance in the AMETEK Company Stock Fund as of October 1, 2018 shall consist of:

(a) Unitized shares in the AMETEK Company Stock Fund equal to the deemed value of the Participant's hypothetical investment in Shares in the AMETEK Fund on the Closing Date, determined using the closing price of the shares on the principal exchange on which the shares are traded as of the Closing Date; and

(b) Unitized shares in the AMETEK Company Stock Fund equal to the deemed value of the Participant's Transferred Dividend Credits divided by the closing price of the unitized shares as of the Closing Date.

2. The "**Interest Fund**" which shall be deemed to earn compound interest on principal at one and one-half percent higher than the 10-year Treasury Note rate as set forth in The Wall Street Journal as of each business day.

   The Interest Fund shall be the default Investment Fund in which amounts credited to a Participant's Account on and after October 1, 2018 (excluding earnings on amounts credited to the Participant's Account before October 1, 2018) pursuant to Section 4.03 shall be deemed to be invested.

Appendix A

The following Plan provisions apply only to amounts earned and vested (within the meaning of Section 409A of the Code) before January 1, 2005, and any earnings on such amounts ("Grandfathered Amounts"). Amounts earned and vested after December 31, 2004, and any earnings thereon, are subject to the provisions of the Plan as amended and restated, effective January 1, 2005, or any subsequent amendment and restatement of the Plan.

The purpose of this Appendix A is to preserve the terms of the Plan that govern Grandfathered Amounts, and to prevent the Grandfathered Amounts from becoming subject to Section 409A of the Code. No amendment to this Appendix A that would constitute a "material modification" for purposes of Section 409A shall be effective unless the amending instrument specifically provides that it is intended to materially modify this Appendix A and to cause the Grandfathered Amounts to become subject to Section 409A of the Code.

Although this Appendix A is intended to prevent the Grandfathered Amounts from being subject to Section 409A, neither the Company nor any Employer (nor any representative of the Company) shall be liable for any adverse tax consequence suffered by a Participant or Beneficiary if a Grandfathered Amount becomes subject to Section 409A.

AMETEK, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

In recognition of the valuable services provided to AMETEK, Inc. ("AMETEK") by its executive employees, the Board of Directors wishes to provide additional retirement benefits to those individuals whose benefits under certain of the retirement plans maintained for employees of AMETEK or its subsidiaries are restricted by the provisions of the Internal Revenue Code of 1986, as amended. It is the intent of the Company to provide these benefits under the terms and conditions hereinafter set forth. This Plan is intended to be a non-qualified supplemental retirement plan which is unfunded and maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees of the Company, pursuant to Sections 201,301 and 401 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and, as such, to be exempt from the provisions of Parts II, III and IV of Title I of ERISA.

ARTICLE 1. DEFINITIONS

1.01 "Account" means a bookkeeping account established pursuant to Section 3.5 which reflects the amount standing to the credit of the Participant under the Plan.

1.02 "Administrator" means a committee consisting of AMETEK's Chief Executive Officer, Chief Financial Officer and Corporate Counsel or such person or persons appointed by the Board, who shall administer the Plan.

1.03 "Beneficiary" means the person or persons designated by the Participant in writing, in the manner specified by the Administrator, to receive the Participant's Supplemental Benefit due under the Plan in the event of the Participant's death as provided in Section 4.2.

1.04 "Board" means the Board of Directors of AMETEK

1.05 "Code" means the Internal Revenue Code of 1986, as amended

1.06 "Company" means AMETEK and each of its subsidiaries designated by the Board, which has elected to cover its Employees hereunder by resolution of its board of directors.

1.07 "Compensation" means compensation as defined in a Retirement Plan for purposes of determining a Participant's accrued benefit, after reduction by the amount of the Compensation Limit, but taking into account the amount of any severance benefits (except a lump sum) and bonuses accrued for a Participant for any Plan Year whether or not any such compensation is deferred under a deferral plan of the Company

1.08 "Compensation Limit" means the amount of Compensation that may be taken into account under a Retirement Plan by reason of the provisions of Section 401(a)(17) of the Code.

1.09 "Effective Date" means May 1, 1997.

1.10 "Employee" means any individual employed by the Company on the Effective Date or thereafter in an executive capacity on a regular, full-time basis and who is a member of a select group of management or highly compensated employees within the meaning of Sections 201, 301 and 401 of ERISA. Individuals employed by the Company in a casual or temporary capacity (i.e., those hired for a specific job of limited duration) and individuals characterized as "leased employees," within the meaning of Section 414 of the Code, or persons characterized by the Company as "independent contractors," no matter how characterized by the Internal Revenue Service, other governmental agency or a court, shall not be considered "Employees" for the purposes of the Plan. Any change of characterization of an individual shall, unless determined otherwise by the Board, take effect on the actual date of such change without regard to any retroactive recharacterization.

1.11 "Investment Funds" means the separate deemed investment funds identified on Exhibit A of the Plan as amended and restated on or after October 1, 2018 ("Exhibit A") that a Participant may direct be used as a method to measure the growth of the Participant's amounts credited to the Participant's Account, and transfers of deemed investments in the investment funds in effect on September 28, 2018, to those in effect on October 1, 2018, shall occur as described in Exhibit A.

1.12 "Participant" means any Employee who satisfies the eligibility requirements set forth in Article 2. In the event of the death or incompetency of a Participant, the term shall mean the Participant's personal representative or guardian.

1.13 "Plan" means the AMETEK, Inc. Supplemental Executive Retirement Plan as set forth herein and as it may be amended from time to time.

1.14 "Plan Year" means the period commencing on January 1, 1997 and ending on December 31, 1997 and each calendar year thereafter.

1.15 **"Retirement Plan"** means the Employees' Retirement Plan of AMETEK, Inc., the Employees' Retirement Plan of AMETEK Aerospace Products, Inc., the Specialty Metal Products Division of AMETEK Employees' Pension Plan or the Retirement Feature of The AMETEK, Inc. Savings and Investment Plan, either collectively or individually, as required by the context.

1.16 **"Separates from Employment"** means the Employee's termination of employment from the Company for any reason Except as otherwise provided herein, a Separation from Employment shall be deemed to have occurred on the last day of the Employee's service to the Company but taking into account any compensation continuation arrangement or severance benefit arrangement that may be applicable.

1.17 **"Shares"** means shares of common stock of AMETEK, par value $.01 per share.

1.18 **"Supplemental Benefit"** means a supplemental retirement benefit calculated under Article 3 as of any date of reference.

1.19 "Valuation Date" means, effective October 1, 2018, (1) the distribution date if the distribution date is a business day; or (2) the next business day following the distribution date if the distribution date is not a business day (e.g., falls on a weekend or holiday). Before October 1, 2018, "Valuation Date" means the last day of the Plan Year preceding the date of payment.

ARTICLE 2. ELIGIBILITY

2.01 Any Employee on the Effective Date whose compensation from the Company is (i) in excess of the limitation imposed by Code Section 401(a)(17) or (ii) not fully taken into account in determining the Employee's benefit under a Retirement Plan by reason of the rules imposed under Code Section 401(a)(4), shall be a Participant in the Plan so long as the Employee is participating in a Retirement Plan or would be so eligible if the Employee had sufficient service.

2.02 An Employee who becomes a participant in a Retirement Plan after the Effective Date, or would be so eligible if the Employee had sufficient service, shall become a Participant in the Plan on such future date as the provisions of Section 2.1 apply to the Employee.

ARTICLE 3. SUPPLEMENTAL BENEFIT

3.01 The Supplemental Benefit of a Participant shall consist of the sum of the contribution credits to a Participant's Account as determined under Section 3.2 and the deemed income and appreciation (or depreciation) attributable to such contribution credits as determined under Section 3.3.

3.02 **(a)** For each Plan Year, the Company shall credit to the Account of each Participant an amount equal to 13% multiplied by the Participant's Compensation for that Plan Year. Such credit shall be made as of the last day of the Plan Year if the Participant has not Separated from Employment during the Plan Year; provided, however, that a credit shall nonetheless be made to a Participant's Account if such Separation from Employment occurred on account of death or retirement under a Retirement Plan or if the Separation

from Employment was initiated by the Company without cause, as determined in accordance with the Company's personnel policies and, in any such case, the credit to the Account shall be in cash notwithstanding the provisions of Section 3.3. Notwithstanding the foregoing, the annual amount credited to the Account of Walter E. Blankley shall be determined in accordance with subsection (b) of this Section 3.2.

(b) For each Plan Year, the Company shall credit to the Account of Walter E. Blankley ("Blankley") an amount equal to 13% multiplied by the portion of his Compensation for that Plan Year that is not being taken into account in calculating his benefit under the Supplemental Retirement Benefit Agreement between Blankley and the Company, dated May 21, 1991 either because (i) it exceeds the 6% compensation growth limit included in such agreement; or (ii) the actual Compensation Limit differs from the Compensation Limit as projected in such agreement.

(c) For an Employee who becomes a Participant on the Effective Date, a one-time credit shall also be made to the Participant's Account equal to the amount shown opposite the Participant's name on Schedule A to this Plan, which schedule may be adjusted through December 31, 1997.

3.03 **(a)** Effective for periods before October 1, 2018–

(1) As of the last day of each Plan Year, including December 31, 1997, the amount credited to a Participant's Account pursuant to Section 3.2 shall be deemed to be invested in whole and fractional Shares based on the average closing price of the Shares on the principal exchange on which the Shares are traded for the first 10 trading days of December preceding the deemed investment.

(2) As of the last day of each subsequent Plan Year, the amounts credited to the Participant's Account under Section 3.2 shall be adjusted by the appreciation or depreciation in the value of the Shares, as measured by the closing price of the Shares on the last business day of such Plan Year.

(3) Deemed dividends on the Shares allocated to a Participant's Account shall be credited to a Participant's Account during a Plan Year when dividends are actually paid on Shares and shall be deemed to be invested in additional Shares on the last business day of such Plan Year based on the closing price of the Shares on the principal exchange on which the Shares are traded for the first 10 trading days of December preceding the deemed investment.

(b) Effective on and after October 1, 2018, a Participant's Account shall be credited with earnings from time to time in accordance with the deemed earnings on Investment Funds elected by the Participant. Participants may allocate their Account among the Investment Funds available under the Plan in increments and at times specified by the Committee. The deemed rate of return, positive or negative, credited under each Investment Fund is based upon the actual investment performance of the applicable Investment Funds listed on Exhibit A. The Company may specify on Exhibit A a default Investment Fund in which amounts will be deemed invested in the absence of an election by the Participant, and any amount credited under Section 3.3 in connection with the Participant's Separation from Service will be deemed to be invested in the

default Investment Fund. The Company reserves the right, on a prospective basis, to add or delete Investment Funds.

3.04 A Participant's right to a Supplemental Benefit shall be non-forfeitable at the same time as the Participant's right to an accrued benefit is non-forfeitable in accordance with the terms of the applicable Retirement Plan. No Participant shall receive a Supplemental Benefit under the Plan unless that Participant is entitled to a vested benefit under a Retirement Plan.

3.05 The Administrator shall cause the Company to create and maintain on its books an Account for each Participant to which it shall credit amounts required by Sections 3.2 and 3.3.

ARTICLE 4. DISTRIBUTION OF SUPPLEMENTAL BENEFIT

4.01 A Participant's non-forfeitable Supplemental Benefit shall be paid in one lump sum, in cash, except that a Participant shall receive deemed investments in Shares (including deemed investments in the AMETEK Company Stock Fund) in Shares. Such distribution shall be made within 30 days after the date of the Participant's Separation from Employment, in an amount equal to the balance of the Account on the Valuation Date. A Participant shall file a written notice with the Administrator to receive the Supplemental Benefit due pursuant to the terms of Article 3 hereof in the manner provided by the Administrator.

4.02 If a Participant with a non-forfeitable right to a Supplemental Benefit dies before receiving such Supplemental Benefit, the Participant's Beneficiary shall receive the Participant's vested Supplemental Benefit in one lump sum, in Shares and cash, as provided in Section 4.1. Such distribution shall be made within 30 days after the date of the Participant's death, in an amount equal to the balance of the Account on the Valuation Date.

4.03 The Company shall withhold from any payment made pursuant to this Plan any taxes the Company reasonably believes are required to be withheld from such payments under local, state, or federal law. Unless otherwise determined by the Company, withholding obligations on Shares shall be settled with Shares, including Shares that are part of a distribution that gives rise to the withholding obligation.

ARTICLE 5. FUNDING

5.01 The Board may, but shall not be required to, authorize the establishment of a trust by the Company to serve as the funding vehicle for the benefits described herein. In any event, the Company's obligations hereunder shall constitute a general, unsecured obligation, payable solely out of its general assets, and no Participant shall have any right to any specific assets of the Company.

ARTICLE 6. ADMINISTRATION AND DISCRETIONARY DUTIES

6.01 The Administrator shall have full power and authority to interpret and administer this Plan and to make factual determinations and the Administrator's actions in doing so shall be final, conclusive and binding on all persons interested in the Plan. The Administrator may from time to time adopt rules and regulations governing this Plan.

6.02 The Administrator may designate other persons to carry out such of the responsibilities hereunder for the operating and administration of the Plan as the Administrator deems advisable and delegate to the persons so designated such of the powers as the Administrator deems necessary to carry out such responsibilities. Such designation and delegation shall be subject to such terms and conditions as the Administrator deems necessary or proper. Any action or determination made or taken in carrying out responsibilities hereunder by the persons so designated by the Administrator shall have the same force and effect for all purposes as if such action or determinations had been made or taken by the Administrator.

6.03 All expenses incurred by the Administrator in the operation and administration of the Plan shall be paid by the Company. The Administrator shall receive no compensation solely for services in carrying out any responsibility under the Plan.

6.04 The Administrator shall use ordinary care and diligence in the performance of its duties. The Company shall indemnify and defend the Administrator against any and all claims, loss, damages, expense (including reasonable counsel fees), and liability arising from any action or failure to act, except when the same is due to the gross negligence or willful misconduct of the Administrator.

6.05 Any action required of the Company or the Board under the Plan, or made by the Administrator acting on their behalf, shall be made in the Company's, the Board's or the Administrator's sole discretion, not in a fiduciary capacity and need not be uniformly applied to similarly situated persons. Any such action shall be final, conclusive and binding on all persons interested in the Plan.

ARTICLE 7. AMENDMENT

7.01 The Board, by written resolution, shall have the right to amend or modify the Plan at any time in any manner whatsoever; provided, however, that no amendment shall operate to reduce a Participant's Supplemental Benefit for any Participant who is participating in the Plan nor the payment due to a terminated Participant or surviving Spouse at the time the amendment is adopted. In addition, the Administrator may make all technical, administrative, regulatory and compliance amendments to the Plan, and any other amendment that will not significantly increase the cost of the Plan to the Company, as the Administrator shall deem necessary or appropriate.

ARTICLE 8. TERMINATION

8.01 Continuance of the Plan is completely voluntary and is not assumed as a contractual obligation of the Company. The Board, by written resolution, shall have the right at any time to discontinue the Plan; provided, however, that the termination shall not operate to reduce the Supplemental Benefit for any Participant who is participating in the Plan nor

the payment due to a terminated Participant or surviving Spouse at the time the termination is approved.

ARTICLE 9. MISCELLANEOUS

9.01 Nothing contained herein (i) shall be deemed to exclude a Participant from any compensation, bonus, pension, insurance, severance pay or other benefit to which he otherwise is or might become entitled to as an Employee or (ii) shall be construed as conferring upon an Employee the right to continue in the employ of the Company as an executive or in any other capacity.

9.02 Any amounts payable by the Company hereunder shall not be deemed salary or other compensation to a Participant for the purposes of computing benefits to which the Participant may be entitled under any other arrangement established by the Company for its Employees.

9.03 The rights and obligations created hereunder shall be binding on a Participant's heirs, executors and administrators and on the successors and assigns of the Company.

9.04 The Plan shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

9.05 The rights of any Participant under this Plan are personal and may not be assigned, transferred, pledged or encumbered. Any attempt to do so shall be void. In addition, a Participant's rights hereunder are not subject, in any manner, to attachment or garnishment by creditors of the Participant or the Participant's spouse.

9.06 Neither the Company nor any member of the Board or the Administrator shall be responsible or liable in any manner to any Participant or any person claiming through the Participant for any benefit or action taken or omitted in connection with the granting of benefits, the continuation of benefits or the interpretation and administration of this Plan.

9.07 This Plan sets forth the entire understanding between the parties hereto with respect to the subject matter hereof and cannot be changed, modified, extended or terminated except as provided in Articles 7 and 8.

ARTICLE 10. CLAIMS PROCEDURE

10.01 Each Participant or spouse believing himself or herself eligible for a Supplemental Benefit under the Plan shall apply for such benefits by completing and filing with the Administrator an application for benefits on a form supplied by the Administrator. In the event that my claim for benefits is denied in whole or in part, the Participant or spouse whose claim has been so denied shall be notified of such denial in writing by the Administrator. The notice advising of the denial shall specify the reason or reasons for denial, make specific reference to pertinent Plan provisions, describe any additional material or information necessary for the claimant to perfect the claim (explaining why such material or information is needed), and shall advise the Participant or Spouse of the procedure for the appeal of such denial. All appeals shall be made by the following procedure:

(a) The Participant or spouse whose claim has been denied shall file with the Administrator a notice of desire to appeal the denial. Such notice shall be filed within 60 days of notification by the Administrator of claim denial, shall be made in writing, and shall set forth all of the facts upon which the appeal is based. Appeals not timely filed shall be barred.

(b) The Administrator shall consider the merits of the claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Administrator shall deem relevant.

(c) The Administrator shall ordinarily render a determination upon the appealed claim within 60 days after receipt which determination shall be accompanied by a written statement as to the reasons therefore. However, in special circumstances the Administrator may extend the response period for up to an additional 60 days, in which event it shall notify the claimant in writing prior to commencement of the extension. The determination so rendered shall be binding upon all parties.

IN WITNESS WHEREOF, and as evidence of the adoption of this Plan by the Company, AMETEK, Inc. has executed the same this 8th day of July 1997.

AMETEK, Inc.

By: Walter E. Blankley
Chairman and
Chief Executive Officer

ATTEST

By: Donna F. Winquist

Amendments to this Appendix A that are effective October 1, 2018, are not part of the original Appendix A that was adopted on July 8, 1997. The provisions of this Appendix A that are effective October 1, 2018, are adopted as part of the October 1, 2018 amendment and restatement of the Plan adopted by Henry J. Policare (Director, Global Benefits & M&A – HR) as reflected in the evidence of adoption clause that appears in the main text of the October 1, 2018 amendment and restatement. The amendments to Appendix A that are effective October 1, 2018, do not cause the Grandfathered Amounts to become subject to Section 409A of the Code.

TO: SCHEDULE A

NAME	ONE-TIME MAKE-UP CONTRIBUTION
BLANKLEY, WALTER E,.	$ 193,897
CAVIN, DOYLE K.	25,004
CHLEBEK, ROBERT W.	0
CLEARY, WILLIAM F.	2,105
DUDLEY, FRED L.	16,031
GOODRICH, PHILIP A.	0
HABEGGER, RICHARD J.	23,821
HARRIS, ROBERT W.	23,902
HERMANCE, FRANK S.	140,804
KNAUF, EDMUND R.	1,009
KNUDSON, KNUTE S.	2,870
KRAMER, EDWARD G.	31,459
MANGOLD JR., THOMAS F.	19,004
MARSINEK, GEORGE E.	120,892
MOLINELLI, JOHN J.	68,219
NEUPAVER, ALBERT J.	61,488
PARATO, VITO J.	20,474
PORTER, JOHN H.	18,296
RICKETTS, JOSEPH H.	16,184
SAUNDERS, DEIRDRE D.	1,566
SMITH, ROGER A.	2,843
SMITH, RONALD W	4,056
WINQUIST, DONNA F.	1,300

Exhibit 10.4

AMENDED AND RESTATED CREDIT AGREEMENT

dated as of

September 22, 2011
as amended and restated as of March 10, 2016
and as further amended and restated as of October 30, 2018

among

AMETEK, INC.

The Foreign Subsidiary Borrowers Party Hereto

The Lenders Party Hereto

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

BANK OF AMERICA, N.A.,
PNC BANK, NATIONAL ASSOCIATION,
SUNTRUST BANK and
WELLS FARGO BANK, NATIONAL ASSOCIATION
as Co-Syndication Agents

and

U.S. BANK NATIONAL ASSOCIATION,
MIZUHO BANK (USA),
BNP PARIBAS,
NATIONAL WESTMINSTER BANK PLC
and COMMERZBANK AG, NEW YORK BRANCH
as Co-Documentation Agents

JPMORGAN CHASE BANK, N.A.,
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
PNC CAPITAL MARKETS LLC,
SUNTRUST ROBINSON HUMPHREY, INC. and
WELLS FARGO SECURITIES, LLC
as Joint Bookrunners and Joint Lead Arrangers

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SCHEDULES:

EXHIBITS:

AMENDED AND RESTATED CREDIT AGREEMENT (this "Agreement") dated as of September 22, 2011, as amended and restated as of March 10, 2016, and as further amended and restated as of October 30, 2018, among AMETEK, INC., the FOREIGN SUBSIDIARY BORROWERS from time to time party hereto, the LENDERS from time to time party hereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent, BANK OF AMERICA, N.A., PNC BANK, NATIONAL ASSOCIATION, SUNTRUST BANK and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Co-Syndication Agents and U.S. BANK NATIONAL ASSOCIATION, MIZUHO BANK (USA), BNP PARIBAS, NATIONAL WESTMINSTER BANK PLC AND COMMERZBANK AG, NEW YORK BRANCH, as Co-Documentation Agents.

WHEREAS, the Borrowers, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent thereunder, are currently party to the Amended and Restated Credit Agreement, dated as of September 22, 2011, as amended and restated as of March 10, 2016 (as amended, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement");

WHEREAS, the Borrowers, the Lenders, the Departing Lenders (as hereafter defined) and the Administrative Agent have agreed (a) to enter into this Agreement in order to (i) amend and restate the Existing Credit Agreement in its entirety; (ii) re-evidence the "Obligations" under, and as defined in, the Existing Credit Agreement, which shall be repayable in accordance with the terms of this Agreement; and (iii) set forth the terms and conditions under which the Lenders will, from time to time, make loans and extend other financial accommodations to or for the benefit of the Borrowers and (b) that each Departing Lender shall cease to be a party to the Existing Credit Agreement as evidenced by its execution and delivery of its Departing Lender Signature Page;

WHEREAS, it is the intent of the parties hereto that this Agreement not constitute a novation of the obligations and liabilities of the parties under the Existing Credit Agreement or be deemed to evidence or constitute full repayment of such obligations and liabilities, but that this Agreement amend and restate in its entirety the Existing Credit Agreement and modify and re-evidence the obligations and liabilities of the Borrowers outstanding thereunder, which shall be payable in accordance with the terms hereof; and

WHEREAS, it is also the intent of the Borrowers to confirm that all obligations under the "Loan Documents" (as referred to and defined in the Existing Credit Agreement) shall continue in full force and effect as modified and/or restated by the Loan Documents (as referred to and defined herein) and that, from and after the Restatement Effective Date, all references to the "Credit Agreement" contained in any such existing "Loan Documents" shall be deemed to refer to this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree that the Existing Credit Agreement is hereby amended and restated as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"ABR" when used in reference to any Loan or Borrowing, refers to such Loan, or the Loans comprising such Borrowing, bearing interest at a rate determined by reference to the Alternate Base Rate.

"Adjusted Covenant Period" has the meaning assigned to such term in Section 6.07(a).

"Adjusted LIBO Rate" means, with respect to any Eurocurrency Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) in the case of any Eurocurrency Borrowing denominated in a LIBOR Quoted Currency, (i) the LIBO Rate for such Interest Period multiplied by (ii) the Statutory Reserve Rate and (b) in the case of any Eurocurrency Borrowing denominated in Canadian Dollars, the CDOR Rate for such Interest Period.

"Administrative Agent" means JPMorgan Chase Bank, N.A. (including its branches and affiliates), in its capacity as administrative agent for the Lenders hereunder.

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

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Aggregate Commitment" means the aggregate of the Commitments of all of the Lenders, as reduced or increased from time to time pursuant to the terms and conditions hereof. As of the Restatement Effective Date, the Aggregate Commitment is $1,500,000,000.

"Agreed Currencies" means (i) Dollars, (ii) euro, (iii) Pounds Sterling, (iv) Canadian Dollars, (v) Japanese Yen, (vi) Swiss Francs and (vii) any other currency (x) that is a lawful currency (other than Dollars) that is readily available and freely transferable and convertible into Dollars, (y) for which a LIBO Screen Rate is available in the Administrative Agent's determination and (z) that is agreed to by the Administrative Agent and each of the Lenders, and with respect to any Letter of Credit, any other currency other than Dollars which is approved by the Issuing Bank in respect of such Letter of Credit and the Administrative Agent prior to the issuance of such Letter of Credit.

"Agreement" has the meaning assigned to such term in the introductory paragraph.

"Alternate Base Rate" means, for any day, a rate per annum 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 Adjusted LIBO Rate for a one month Interest Period in Dollars on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%, provided that for the purpose of this definition, the Adjusted LIBO Rate for any day shall be based on the LIBO Screen Rate (or if the LIBO Screen Rate is not available for such one month Interest Period, the Interpolated Rate) at approximately 11:00 a.m. London time on such day. Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.14 hereof, then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as determined pursuant to the foregoing would be less than 1.00%, such rate shall be deemed to be 1.00% for purposes of this Agreement.

"Alternative Rate" has the meaning assigned to such term in Section 2.14(a).

"AMETEK B.V." has the meaning assigned to such term in the definition of Foreign Subsidiary Borrower.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Company or its Subsidiaries from time to time concerning or relating to bribery or corruption.

"Anti-Money Laundering Laws" means any and all laws, statutes, regulations or obligatory government orders, decrees, ordinances or rules applicable to a Credit Party, its Subsidiaries or Affiliates related to terrorism financing or money laundering, including any applicable provision of the Patriot Act and The Currency and Foreign Transactions Reporting Act (also known as the "Bank Secrecy Act," 31 U.S.C. §§ 5311-5330 and 12U.S.C. §§ 1818(s), 1820(b) and 1951-1959).

"Applicable Party" has the meaning assigned to such term in Section 8.03(c).

"Applicable Percentage" means, with respect to any Lender, the percentage of the Aggregate Commitment represented by such Lender's Commitment; provided that, in the case of Section 2.25 when a Defaulting Lender shall exist, "Applicable Percentage" shall mean the percentage of the Aggregate Commitment (disregarding any Defaulting Lender's Commitment) represented by such Lender's Commitment. If the Commitments have terminated or expired, the Applicable Percentages shall be determined based upon the Commitments most recently in effect, giving effect to any assignments and to any Lender's status as a Defaulting Lender at the time of determination.

"Applicable Rate" means, for any day, with respect to any Eurocurrency Loan, any ABR Loan or with respect to the facility fees payable hereunder, as the case may be, the applicable rate per annum set forth below under the caption "Eurocurrency Spread", "ABR Spread" or "Facility Fee Rate", as the case may be, based upon the Pricing Level applicable on such date:

Pricing Level	Facility Fee Rate	Eurocurrency Spread	ABR Spread
Level I	0.08%	0.795%	0%
Level II	0.09%	0.91%	0%
Level III	0.125%	1.00%	0%
Level IV	0.15%	1.10%	0.10%
Level V	0.20%	1.30%	0.30%

For purposes hereof: (i) Pricing Level I, Leverage Level 1 and Ratings Level A are equivalent and correspond to each other, (ii) Pricing Level II, Leverage Level 2 and Ratings Level B are equivalent and correspond to each other, (iii) Pricing Level III, Leverage Level 3 and Ratings Level C are equivalent and correspond to each other, (iv) Pricing Level IV, Leverage Level 4 and Ratings Level D are equivalent and correspond to each other and (v) Pricing Level V, Leverage Level 5 and Ratings Level E are equivalent and correspond to each other.

At any time of determination, the Pricing Level shall be determined by reference to the Leverage Level or the Ratings Level, as the Company shall from time to time elect by written notice to the Administrative Agent, and any change in Pricing Level resulting from such election by the Company shall be effected as promptly as practicable by the Administrative Agent after receiving such written election from the Company (but in any event no later than three (3) Business Days after such receipt).

Leverage Level Determination

Leverage Level	Total Leverage Ratio
Level 1	≤ 0.75 to 1.00
Level 2	> 0.75 to 1.00 but ≤ 1.25 to 1.00
Level 3	> 1.25 to 1.00 but ≤ 2.25 to 1.00
Level 4	> 2.25 to 1.00 but ≤ 3.25 to 1.00
Level 5	> 3.25 to 1.00

(i) if at any time the Company fails to deliver the Financials on or before the date the Financials are due pursuant to Section 5.01, Leverage Level 5 shall be deemed applicable for the period commencing three (3) Business Days after the required date of delivery and ending on the date which is three (3) Business Days after the Financials are actually delivered, after which the Leverage Level shall be determined in accordance with the table above as applicable;

(ii) adjustments, if any, to the Leverage Level then in effect shall be effective three (3) Business Days after the Administrative Agent has received the applicable Financials (it being understood and agreed that each change in Leverage Level shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change); and

(iii) notwithstanding the foregoing, Leverage Level 3 shall be deemed to be applicable until the Administrative Agent's receipt of the applicable Financials for the Company's first fiscal quarter ending after the Restatement Effective Date (unless such Financials demonstrate that Leverage Level 4 or 5 should have been applicable during such period, in which case such other Leverage Level shall be deemed to be applicable during such period) and adjustments to the Leverage Level then in effect shall thereafter be effected in accordance with the preceding paragraphs.

Ratings Level Determination

Ratings Level	Index Debt Ratings (S&P/Moody's)
Level A	A/A2 or higher
Level B	A-/A3
Level C	BBB+/Baa1
Level D	BBB/Baa2
Level E	BBB-/Baa3 or lower

For purposes of the foregoing, (i) if neither Moody's nor S&P shall have in effect a rating for the Index Debt (other than by reason of the circumstances referred to in the last sentence of this definition), then Ratings Level E shall be in effect; (ii) if only one of Moody's or S&P provides a rating for the Index Debt, the Ratings Level corresponding to such rating shall be in effect; (iii) if the ratings for the Index Debt established or deemed to have been established by Moody's and S&P shall fall within different Ratings Levels, the Ratings Level then in effect shall be based on the higher of the two ratings unless one of the two ratings is two or more Ratings Levels lower than the other, in which case the Ratings Level then in effect shall be determined by reference to the Ratings Level next above that of the lower of the two ratings; and (iv) if the ratings established or deemed to have been established by Moody's or S&P for the Index Debt shall be changed (other than as a result of a change in the rating system of Moody's or S&P), such change shall be effective as of the date on which it is first announced by the applicable rating agency, irrespective of when notice of such change shall have been furnished by the Company to the Administrative Agent and the Lenders pursuant to Section 5.01 or otherwise. Each change in the Ratings Level shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of Moody's or S&P shall change, or if either such rating agency shall cease to be in the business of rating corporate debt obligations, the Company and the Lenders shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of ratings from such rating agency and, pending the effectiveness of any such amendment, the Ratings Level shall be determined by reference to the rating most recently in effect prior to such change or cessation.

"Approved Electronic Platform" has the meaning assigned to such term in Section 8.03(a).

"Approved Fund" has the meaning assigned to such term in Section 9.04.

"Arranger" means each of JPMorgan Chase Bank, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated (or any other registered broker-dealer wholly-owned by Bank of America Corporation to which all or substantially all of Bank of America Corporation's or any of its subsidiaries' investment banking, commercial lending services or related businesses may be transferred following the date of this Agreement), PNC Capital Markets LLC, SunTrust Robinson Humphrey, Inc. and Wells Fargo Securities, LLC in its capacity as a joint bookrunner and a joint lead arranger hereunder.

"Assignment and Assumption" means an assignment and assumption agreement entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form (including electronic records generated by the use of an electronic platform) approved by the Administrative Agent.

"Attributable Receivables Indebtedness" at any time shall mean the principal amount of Indebtedness which (i) if a Permitted Receivables Facility is structured as a secured lending arrangement, constitutes the principal amount of such Indebtedness or (ii) if a Permitted Receivables Facility is structured as a purchase agreement, would be outstanding at such time under the Permitted Receivables Facility if the same were structured as a secured lending arrangement rather than a purchase arrangement.

"Augmenting Lender" has the meaning assigned to such term in Section 2.21.

"Availability Period" means the period from and including the Restatement Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the Commitments.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"Bail-In Legislation" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"Bankruptcy Event" means, with respect to any Person, such Person becomes the subject of a voluntary or involuntary bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment or has had any order for relief in such proceeding entered in respect thereof, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, unless such ownership interest results in or provides such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permits such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code to which Section 4975 of the Code applies, and (c) any Person whose assets include (for purposes of the Plan Asset Regulations or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Borrower" means the Company or any Foreign Subsidiary Borrower.

"Borrowing" means Revolving Loans of the same Type, made, converted or continued on the same date and, in the case of Eurocurrency Loans, as to which a single Interest Period is in effect.

"Borrowing Request" means a request by any Borrower for a Revolving Borrowing in accordance with Section 2.03 in the form attached hereto as Exhibit H-1.

"Borrowing Subsidiary Agreement" means a Borrowing Subsidiary Agreement substantially in the form of Exhibit F-1.

"Borrowing Subsidiary Termination" means a Borrowing Subsidiary Termination substantially in the form of Exhibit F-2.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that, when used in connection with a Eurocurrency Loan, the term "Business Day" shall also exclude any day (i) on which banks are not open for dealings in the relevant Agreed Currency in the London interbank market or the principal financial center of such Agreed Currency and (ii) in connection with any Loan

denominated in Canadian Dollars, on which banks in Toronto, Ontario are authorized or required by law to remain closed (and, if the Borrowings or LC Disbursements which are the subject of a borrowing, drawing, payment, reimbursement or rate selection are denominated in euro, the term "Business Day" shall also exclude any day on which the TARGET2 payment system is not open for the settlement of payments in euro).

"Canadian Borrower" means any Canadian Subsidiary that becomes a Foreign Subsidiary Borrower pursuant to Section 2.24 and that has not ceased to be a Foreign Subsidiary Borrower pursuant to such Section.

"Canadian Dollars" means the lawful currency of Canada.

"Canadian Subsidiary" means any Subsidiary that is organized under the laws of Canada or any province or territory thereof.

"Capital Lease Obligations" of any Person means 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 lease obligations on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"Captive Insurance Subsidiary" means AMETEK (Bermuda) Ltd., a corporation organized and existing under the laws of Bermuda.

"CDOR Rate" means, with respect to any CDOR Rate Borrowing denominated in Canadian Dollars for any Interest Period, the Canadian dollar offered rate which, in turn means on any day the sum of (a) the CDOR Screen Rate, at or about 10:15 a.m. Toronto local time on the first day of the applicable Interest Period and, if such day is not a Business Day, then on the immediately preceding Business Day (as adjusted by the Administrative Agent after 10:15 a.m. Toronto local time to reflect any error in the posted rate of interest or in the posted average annual rate of interest) plus (b) 0.10% per annum; provided that (x) if the CDOR Screen Rate shall be less than zero, such rate shall be deemed to be zero and (y) if the CDOR Screen Rate is not available on the Reuters Screen CDOR Page on any particular day for any particular Interest Period (an "Impacted CDOR Rate Interest Period"), then the Canadian dollar offered rate component of such rate on that day shall be calculated as the applicable Interpolated Rate as of such time on such day; or if such day is not a Business Day, then as so determined on the immediately preceding Business Day.

"CDOR Screen Rate" means, for any day and time, with respect to any CDOR Rate Borrowing and for any applicable Interest Period, the annual rate of interest determined with reference to the arithmetic average of the discount rate quotations of all institutions listed in respect of the relevant interest period for Canadian Dollar-denominated bankers' acceptances displayed and identified as such on the "CDOR Page" (or any display substituted therefore) of Reuters Monitor Money Rates Service Reuters Screen, or, in the event such rate does not appear on such page or screen, on any successor or substitute page or 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.

"Change in Control" means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the SEC thereunder as in effect on the date hereof), of Equity Interests representing more than 35% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Company; (b) occupation of a majority of the seats (other than vacant seats) on the board of

directors of the Company by Persons who were neither (i) nominated by the board of directors of the Company nor (ii) appointed by directors so nominated; (c) the occurrence of a change in control, or other similar provision, as defined in any agreement or instrument evidencing any Material Indebtedness (triggering a default or mandatory prepayment, which default or mandatory prepayment has not been waived in writing); or (d) the Company ceases to own, directly or indirectly, 100% (other than directors' qualifying shares) of the ordinary voting and economic power of any Foreign Subsidiary Borrower.

"Change in Law" means the occurrence, after the date of this Agreement (or with respect to any Lender, if later, the date on which such Lender becomes a Lender), of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority, or (c) the making or issuance of any request, rules, guideline, requirement or directive (whether or not having the force of law) by any Governmental Authority; provided however, that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder, issued in connection therewith or in implementation thereof, and (ii) 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 the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law" regardless of the date enacted, adopted, issued or implemented.

"Charges" has the meaning assigned to such term in Section 9.15.

"Class", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans.

"Code" means the Internal Revenue Code of 1986.

"COLI Policy" means a corporate-owned life insurance policy held by the Company with respect to certain of its employees.

"Commitment" means, with respect to each Lender, the commitment of such Lender to make Revolving Loans and to acquire participations in Letters of Credit hereunder, expressed as an amount representing the maximum aggregate amount of such Lender's Revolving Credit Exposure hereunder, as such commitment may be (a) reduced or terminated from time to time pursuant to Section 2.09, (b) increased from time to time pursuant to Section 2.21 and (c) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04. The amount of each Lender's Commitment as of the Restatement Effective Date is set forth on Schedule 2.01A, or in the Assignment and Assumption or other documentation or record (as such term is defined in Section 9-102(a)(70) of the New York Uniform Commercial Code) contemplated hereby pursuant to which such Lender shall have assumed its Commitment, as applicable.

"Communications" means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any Loan Party pursuant to any Loan Document or the transactions contemplated therein which is distributed by the Administrative Agent, any Lender or any Issuing Bank by means of electronic communications pursuant to Section 8.03(c), including through an Approved Electronic Platform.

"Company" means AMETEK, Inc., a Delaware corporation.

"Computation Date" is defined in Section 2.04.

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated Capital Expenditures" means, without duplication, any expenditures for any purchase or other acquisition of any asset which would be classified as a fixed or capital asset on a consolidated balance sheet of the Company and its Subsidiaries prepared in accordance with GAAP.

"Consolidated EBITDA" means Consolidated Net Income *plus*, to the extent deducted from revenues in determining Consolidated Net Income, (i) Consolidated Interest Expense, (ii) expense for income taxes paid or accrued, (iii) depreciation, (iv) amortization, (v) the amount of any increase in the Company's LIFO reserve (exclusive of any portion thereof attributable to sales of assets) during such period (and minus any decrease in the Company's LIFO reserve (exclusive of any portion thereof attributable to sales of assets) during such period), (vi) non-cash expenses related to stock based compensation, (vii) other non-cash charges, without in any case giving effect to the amount for such period of gains or losses on sales of assets outside of the ordinary course of business and (viii) other extraordinary or nonrecurring losses *minus*, to the extent included in Consolidated Net Income, other extraordinary or nonrecurring gains, all calculated for the Company and its Subsidiaries on a consolidated basis. For the purposes of calculating Consolidated EBITDA for any period of four consecutive fiscal quarters (each such period, a "Reference Period"), if at any time during such Reference Period the Company or any Subsidiary shall have made a Disposition or Acquisition, Consolidated EBITDA for such Reference Period shall be calculated after giving effect thereto on a Pro Forma Basis as if such Disposition or Acquisition occurred on the first day of such Reference Period. As used in this definition, "Acquisition" means any acquisition of property or series of related acquisitions of property that constitutes (i) assets comprising all or substantially all or any significant portion of a business or operating unit of a business, or (ii) all or substantially all of the common stock or other Equity Interests of a Person; and "Disposition" means any disposition of property or series of related dispositions of property that constitutes (i) assets comprising all or substantially all of a business or operating unit of a business, or (ii) all or substantially all or any significant portion of the common stock or other Equity Interests of a Person.

"Consolidated Interest Expense" means, with reference to any period, the interest expense (including without limitation interest expense under Capital Lease Obligations that is treated as interest in accordance with GAAP) of the Company and its Subsidiaries calculated on a consolidated basis for such period with respect to (a) all outstanding Indebtedness of the Company and its Subsidiaries allocable to such period in accordance with GAAP (including, without limitation, all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers acceptance financing and net costs under interest rate Swap Agreements to the extent such net costs are allocable to such period in accordance with GAAP) and (b) the interest component of all Attributable Receivable Indebtedness of the Company and its Subsidiaries for such period, but excluding, however, amortization of deferred financing costs to the extent included in total interest expense, all as determined on a consolidated basis, in each case net of the total interest income (excluding non-cash interest income on investments issued with original issue discount) of the Company and its Subsidiaries for such period, determined on a consolidated basis.

"Consolidated Net Income" means, with reference to any period, the net income (or loss) of the Company and its Subsidiaries calculated in accordance with GAAP on a consolidated basis (without duplication) for such period.

"Consolidated Net Worth" means, as of the date of any determination thereof, the stockholders' equity of the Company (after deducting treasury stock) as determined in accordance with GAAP on a consolidated basis as of such date.

"Consolidated Tangible Assets" means, at any time, Consolidated Total Assets at such time minus all amounts that would be shown on a consolidated balance sheet of the Company prepared as of such date as goodwill or other intangible assets.

"Consolidated Total Assets" means, as of the date of any determination thereof, total assets of the Company and its Subsidiaries calculated in accordance with GAAP on a consolidated basis as of such date.

"Consolidated Total Indebtedness" means at any time the aggregate Indebtedness of the Company and its Subsidiaries calculated on a consolidated basis as of such time in accordance with GAAP.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. The terms "Controlling" and "Controlled" have meanings correlative thereto.

"Co-Documentation Agent" means each of U.S. Bank National Association, Mizuho Bank (USA), BNP Paribas, National Westminster Bank Plc and Commerzbank AG, New York Branch in its capacity as co-documentation agent for the credit facility evidenced by this Agreement.

"Co-Syndication Agent" means each of Bank of America, N.A., PNC Bank, National Association, SunTrust Bank and Wells Fargo Bank, National Association in its capacity as co-syndication agent for the credit facility evidenced by this Agreement.

"Credit Event" means a Borrowing, the issuance, amendment, renewal or extension of a Letter of Credit, an LC Disbursement or any of the foregoing.

"Credit Party" means the Administrative Agent, any Issuing Bank or any other Lender.

"CRR" means the Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Defaulting Lender" means any Lender that (a) has failed, within two (2) Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or (iii) pay over to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the 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, (b) has notified the Company 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) or generally under other agreements in which it commits to extend credit, (c) has failed, within three (3) Business Days after request by a Credit Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations as of the date of certification) to fund prospective Loans and participations in then outstanding Letters of Credit under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Credit Party's

receipt of such certification in form and substance satisfactory to it and the Administrative Agent, or (d) has become the subject of (i) a Bankruptcy Event or (ii) a Bail-In Action.

"Departing Lender" means each lender under the Existing Credit Agreement that executes and delivers to the Administrative Agent a Departing Lender Signature Page.

"Departing Lender Signature Page" means the signature page to this Agreement on which it is indicated that the Departing Lender executing the same shall cease to be a party to the Existing Credit Agreement on the Effective Date.

"Dividing Person" has the meaning assigned to it in the definition of "Division".

"Division" means the division of the assets, liabilities and/or obligations of a Person (the "Dividing Person") among two or more Persons (whether pursuant to a "plan of division" or similar arrangement), which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

"Dollar Amount" of any amount of any currency means, at the time of determination thereof, (a) if such amount is expressed in Dollars, such amount, (b) if such amount is expressed in a Foreign Currency, the equivalent of such amount in Dollars determined by using the rate of exchange for the purchase of Dollars with such Foreign Currency last provided (either by publication or otherwise provided to the Administrative Agent) by the applicable Thomson Reuters Corp. ("Reuters") source on the Business Day (New York City time) immediately preceding the date of determination or if such service ceases to be available or ceases to provide a rate of exchange for the purchase of Dollars with such Foreign Currency, as provided by such other publicly available information service which provides that rate of exchange at such time in place of Reuters chosen by the Administrative Agent in its sole discretion (or if such service ceases to be available or ceases to provide such rate of exchange, the equivalent of such amount in Dollars as determined by the Administrative Agent using any method of determination it deems appropriate in its sole discretion) and (c) if such amount is denominated in any other currency, the equivalent of such amount in Dollars as determined by the Administrative Agent using any method of determination it deems appropriate in its sole discretion.

"Dollars" or "$" refers to lawful money of the United States of America.

"Domestic Subsidiary" means a Subsidiary organized under the laws of a jurisdiction located in the United States of America.

"Dutch Borrower" means any Foreign Subsidiary Borrower that is organized under the laws of the Netherlands.

"Dutch Non-Public Lender" means: (i) until the publication of an interpretation of "public" as referred to in the CRR by the competent authority/ies: an entity which (x) assumes existing rights and/or obligations vis-à-vis a Dutch Borrower, the value of which is at least EUR 100,000 (or its equivalent in another currency), (y) provides repayable funds for an initial amount of at least EUR 100,000 (or its equivalent in another currency) or (z) otherwise qualifies as not forming part of the public; and (ii) as soon as the interpretation of the term "public" as referred to in the CRR has been published by the relevant authority/ies: an entity which is not considered to form part of the public on the basis of such interpretation.

"EEA Financial Institution" means (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" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

"Eligible Foreign Subsidiary" means any Foreign Subsidiary that is approved from time to time by the Administrative Agent and each of the Lenders.

"EMA Holdings" has the meaning assigned to such term in the definition of Foreign Subsidiary Borrower.

"Environmental Laws" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, release or threatened release of any Hazardous Material.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Company or any Subsidiary directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any of the foregoing.

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

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with the Company, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"ERISA Event" means (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) the failure to satisfy the "minimum funding standard" (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with

respect to any Plan; (d) the incurrence by the Company or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by the Company or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by the Company or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal of the Company or any of its ERISA Affiliates from any Plan or Multiemployer Plan; or (g) the receipt by the Company or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Company or any ERISA Affiliate of any notice, concerning the imposition upon the Company or any of its ERISA Affiliates of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

"Establishment" means, in respect of any Person, any place of operations where such Person carries out a non-transitory economic activity with human means and goods, assets or services.

"EU" means the European Union.

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

"euro" and/or "EUR" means the single currency of the Participating Member States.

"Eurocurrency", when used in reference to a currency means an Agreed Currency and when used in reference to any Loan or Borrowing, means that such Loan, or the Loans comprising such Borrowing, bears interest at a rate determined by reference to the Adjusted LIBO Rate.

"Eurocurrency Payment Office" of the Administrative Agent shall mean, for each Foreign Currency, the office, branch, affiliate or correspondent bank of the Administrative Agent for such currency as specified from time to time by the Administrative Agent to the Company and each Lender.

"Event of Default" has the meaning assigned to such term in Article VII.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan, Letter of Credit or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan, Letter of Credit or Commitment (other than pursuant to an assignment request by any Borrower under Section 2.20(b)) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.17, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender acquired the applicable interest in a Loan, Letter of Credit or Commitment or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.17(f) and (d) any withholding Taxes imposed under FATCA.

"Existing Credit Agreement" has the meaning assigned to such term in the recitals hereto.

"Existing Letters of Credit" is defined in Section 2.06(a).

"Existing Loans" has the meaning assigned to such term in Section 2.01.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"Federal Funds Effective Rate" means, for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depositary 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 effective federal funds rate; provided that if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"Financial Officer" means the chief financial officer, principal accounting officer, treasurer or controller of the Company.

"Financials" means the annual or quarterly financial statements, and accompanying certificates and other documents, of the Company and its Subsidiaries required to be delivered pursuant to Section 5.01(a) or 5.01(b).

"Foreign Currencies" means Agreed Currencies other than Dollars.

"Foreign Currency LC Exposure" means, at any time, the sum of (a) the Dollar Amount of the aggregate undrawn and unexpired amount of all outstanding Foreign Currency Letters of Credit at such time plus (b) the aggregate principal Dollar Amount of all LC Disbursements in respect of Foreign Currency Letters of Credit that have not yet been reimbursed at such time.

"Foreign Currency Letter of Credit" means a Letter of Credit denominated in a Foreign Currency.

"Foreign Currency Sublimit" means $1,000,000,000.

"Foreign Lender" means (a) if the applicable Borrower is a U.S. Person, a Lender that is not a U.S. Person, and (b) if the applicable Borrower is not a U.S. Person, a Lender that is resident or organized under the laws of a jurisdiction other than that in which such Borrower is resident for tax purposes.

"Foreign Subsidiary" means any Subsidiary which is not a Domestic Subsidiary.

"Foreign Subsidiary Borrower" means (i) EMA Holdings UK Limited, a corporation organized under the laws of England and Wales ("EMA Holdings"), (ii) AMETEK Holdings B.V., a corporation organized under the laws of the Netherlands ("AMETEK B.V."), (iii) AMETEK Canada Limited Partnership, a limited partnership formed under the laws of the Province of Alberta ("AMETEK Canada"), (iv) AMETEK Material Analysis Holdings GmbH, a limited liability company *(Gesellschaft mit beschränkter Haftung)* incorporated under the laws of Germany ("AMETEK Germany" and, together with EMA Holdings, AMETEK B.V., AMETEK Canada and AMETEK Germany, the "Initial Foreign Subsidiary Borrowers") and (v) any other Eligible Foreign Subsidiary that becomes a Foreign Subsidiary Borrower pursuant to Section 2.24, in each case, provided that such Foreign Subsidiary Borrower has not ceased to be a Foreign Subsidiary Borrower pursuant to Section 2.24.

"GAAP" means generally accepted accounting principles in the United States of America.

"German Borrower" means any Foreign Subsidiary Borrower that qualifies as a resident party domiciled in Germany (*Inländer*) within the meaning of Section 2 paragraph 15 German Foreign Trade Act (*Außenwirtschaftsgesetz*) (including its directors, managers, officers, agents and employees).

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including, without limitation, the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; provided, that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"IBA" has the meaning assigned to such term in Section 1.05.

"Impacted Interest Period" means an Impacted LIBO Rate Interest Period or an Impacted CDOR Rate Interest Period, as applicable.

"Impacted CDOR Rate Interest Period" has the meaning assigned to such term in the definition of "CDOR Rate".

"Impacted LIBO Rate Interest Period" has the meaning assigned to such term in the definition of "LIBO Rate".

"Increasing Lender" has the meaning assigned to such term in Section 2.21.

"Incremental Term Loan" has the meaning assigned to such term in Section 2.21.

"Incremental Term Loan Amendment" has the meaning assigned to such term in Section 2.21.

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all obligations of such Person in respect of the deferred purchase price of property or services which in accordance with GAAP would be shown on the liability side of the balance sheet of such Person, (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, (f) all Guarantees by such Person of Indebtedness of others, (g) all Capital Lease Obligations of such Person, (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and bank guarantees, (i) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances, (j) all Attributable Receivables Indebtedness of such Person, (k) all obligations of such Person under Sale and Leaseback Transactions and (l) all obligations of such Person to pay a specified purchase price for goods or services whether or not delivered or accepted, i.e. take-or-pay and similar obligations; provided that Indebtedness shall not include trade payables and accrued expenses, in each case arising in the ordinary course of business. For all purposes of this Agreement, the Indebtedness of any Person shall include all Indebtedness of any partnership or joint venture or limited liability company in which such Person is a general partner or a joint venturer or a member, but in any such case, only to the extent any such Indebtedness is recourse to such Person.

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

"Indemnitee" has the meaning assigned to such term in Section 9.03(b).

"Index Debt" means senior, unsecured, long-term indebtedness for borrowed money of the Company that is not guaranteed by any other person or entity or subject to any other credit enhancement.

"Ineligible Institution" has the meaning assigned to such term in Section 9.04(b).

"Information" has the meaning assigned to such term in Section 9.12.

"Information Memorandum" means the Confidential Information Memorandum dated October 2018 relating to the Company and the Transactions.

"Initial Foreign Subsidiary Borrower" has the meaning assigned to such term in the definition of Foreign Subsidiary Borrower.

"Intercompany Loans" means intercompany loans and advances from (a) the Company to its Subsidiaries (other than to the Captive Insurance Subsidiary unless required by applicable law or required to fund its insurance operations), and (b) any Subsidiary to any other Subsidiary (other than the Captive Insurance Subsidiary unless required by applicable law or required to fund its insurance operations) or to the Company.

"Interest Coverage Ratio" has the meaning assigned to such term in Section 6.07(b).

"Interest Election Request" means a request by the applicable Borrower to convert or continue a Revolving Borrowing in accordance with Section 2.08 in the form attached hereto as Exhibit H-2.

"Interest Payment Date" means (a) with respect to any ABR Loan, the last day of each March, June, September and December and the Maturity Date and (b) with respect to any Eurocurrency Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurocurrency Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period and the Maturity Date.

"Interest Period" means with respect to any Eurocurrency Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months thereafter, as the applicable Borrower (or the Company on behalf of the applicable Borrower) may elect; provided, that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the immediately preceding Business Day and (ii) any Interest Period pertaining to a Eurocurrency Borrowing that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Interpolated Rate" means, at any time, for any Interest Period, the rate *per annum* (rounded to the same number of decimal places as the applicable Screen Rate) 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 applicable Screen Rate for the longest period (for which the applicable Screen Rate is available for the applicable currency) that is shorter than the applicable Impacted Interest Period; and (b) the applicable Screen Rate for the shortest period (for which the applicable Screen Rate is available for the applicable currency) that exceeds the applicable Impacted Interest Period, in each case, at such time; provided that if any Interpolated Rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"IRS" means the United States Internal Revenue Service.

"Issuing Bank" means JPMorgan Chase Bank, N.A., Bank of America, N.A., PNC Bank, National Association, SunTrust Bank, Wells Fargo Bank, National Association and each other Lender designated by the Company as an "Issuing Bank" hereunder that has agreed to such designation, each in its capacity as the issuer of Letters of Credit hereunder, and its successors in such capacity as provided in Section 2.06(i). Any Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate. Each reference herein to the "Issuing Bank" in connection with a Letter of Credit or other matter shall be deemed to be a reference to the relevant Issuing Bank with respect thereto, and, further, references herein to "the Issuing Bank" shall be deemed to refer to each of the Issuing Banks or the relevant Issuing Bank, as the context requires..

"ITA" means the Income Tax Act 2007.

"Japanese Yen" means the lawful currency of Japan.

"LC Collateral Account" has the meaning assigned to such term in Section 2.06(j).

"LC Disbursement" means a payment made by an Issuing Bank pursuant to a Letter of Credit.

"LC Exposure" means, at any time, the sum of (a) the aggregate undrawn Dollar Amount of all outstanding Letters of Credit at such time plus (b) the aggregate Dollar Amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Company at such time. The LC Exposure of any Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time.

"Lender Parent" means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

"Lenders" means the Persons listed on Schedule 2.01A and any other Person that shall have become a Lender hereunder pursuant to Section 2.21 or pursuant to an Assignment and Assumption or other documentation contemplated hereby, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption or other documentation contemplated hereby. Unless the context otherwise requires, the term "Lenders" includes the Issuing Banks. For the avoidance of doubt, the term "Lenders" excludes the Departing Lenders.

"Letter of Credit" means any letter of credit issued pursuant to this Agreement.

"Letter of Credit Agreement" has the meaning assigned to such term in Section 2.06(b).

"Letter of Credit Commitment" means, with respect to each Issuing Bank, the commitment of such Issuing Bank to issue Letters of Credit hereunder. The initial amount of each Issuing Bank's Letter of Credit Commitment is set forth on Schedule 2.01B, or if an Issuing Bank has entered into an Assignment and Assumption, the amount set forth for such Issuing Bank as its Letter of Credit Commitment in the Register maintained by the Administrative Agent. The Letter of Credit Commitment of an Issuing Bank may be modified from time to time by agreement between such Issuing Bank and the Company, and notified to the Administrative Agent.

"Leverage Ratio" has the meaning assigned to such term in Section 6.07(a).

"LIBO Rate" means, with respect to any Eurocurrency Borrowing denominated in any LIBOR Quoted Currency and for any Interest Period, the LIBO Screen Rate at approximately 11:00 a.m., London time, on the Quotation Day for such LIBOR Quoted Currency; provided that if the LIBO Screen Rate shall not be available at such time for such Interest Period (an "Impacted LIBO Rate Interest Period") with respect to such Agreed Currency then the LIBO Rate shall be the Interpolated Rate.

"LIBO Screen Rate" means, for any day and time, with respect to any Eurocurrency Borrowing denominated in any LIBOR Quoted Currency and for any Interest Period, the London interbank offered rate as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for such LIBOR Quoted Currency for a period equal in length to such Interest Period as displayed on such day and time 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); provided that if the LIBO Screen Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"LIBOR Quoted Currency" means Dollars, euro, Pounds Sterling, Japanese Yen and Swiss Francs.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"LLC" means any Person that is a limited liability company under the laws of its jurisdiction of formation.

"Loan Documents" means this Agreement, any promissory notes issued pursuant to Section 2.10(e) of this Agreement and any Letter of Credit applications, any Letter of Credit Agreement, and any agreements between the Company and an Issuing Bank regarding such Issuing Bank's Letter of Credit Commitment or the respective rights and obligations between the Company and such Issuing Bank in connection with the issuance of Letters of Credit. Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to this Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative.

"Loan Parties" means the Borrowers.

"Loans" means the loans made by the Lenders to the Borrowers pursuant to this Agreement.

"Local Time" means (i) New York City time in the case of a Loan, Borrowing or LC Disbursement denominated in Dollars and (ii) local time in the case of a Loan, Borrowing or LC Disbursement denominated in a Foreign Currency (it being understood that such local time shall mean London, England time unless otherwise notified by the Administrative Agent).

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, or financial condition of the Company and the Subsidiaries taken as a whole, (b) a material impairment of the ability of the Company and its Subsidiaries to perform under any material Loan Document or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the Company or any Subsidiary of any material Loan Document.

"Material Indebtedness" means Indebtedness (other than the Loans and Letters of Credit), or obligations in respect of one or more Swap Agreements, of any one or more of the Company and its Subsidiaries in an aggregate principal amount exceeding $100,000,000. For purposes of determining Material Indebtedness, the "principal amount" of the obligations of the Company or any Subsidiary in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Company or such Subsidiary would be required to pay if such Swap Agreement were terminated at such time.

"Maturity Date" means October 30, 2023; provided, however, if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Maximum Rate" has the meaning assigned to such term in Section 9.15.

"Moody's" means Moody's Investors Service, Inc.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"Non-Consenting Lender" has the meaning assigned to such term in Section 9.02(d).

"Non-U.S. Pension Plan" means any plan, scheme, fund (including any superannuation fund) or other similar program established, sponsored or maintained outside the United States by the Company or any one or more of its Subsidiaries primarily for the benefit of employees of the Company or such Subsidiaries residing outside the United States, which plan, fund or other similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement or payments to be made upon termination of employment, and which plan is not subject to ERISA or the Code.

"NYFRB" means the Federal Reserve Bank of New York.

"NYFRB Rate" means, for any day, the greater of (a) the Federal Funds Effective 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., New York City time, 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 as so determined would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Obligations" means all unpaid principal of and accrued and unpaid interest on the Loans, all LC Exposure, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations and indebtedness (including interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), obligations and liabilities of any of the Company and its Subsidiaries to any of the Lenders, the Administrative Agent, any Issuing Bank or any indemnified party, individually or collectively, existing on the Original Effective Date or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, arising or incurred under this Agreement or any of the other Loan Documents.

"OFAC" means the Office of Foreign Assets Control of the U.S. Department of Treasury.

"Original Effective Date" means September 22, 2011.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Taxes (other than a connection arising from such Recipient having executed, delivered, enforced, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, or engaged in any other transaction pursuant to, or enforced, any Loan Document, or sold or assigned an interest in any Loan, Letter of Credit or Loan Document).

"Other Taxes" means any present or future stamp, court, documentary, intangible, recording, filing, excise or property, or other similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, or from the registration, receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment under Section 2.20(b)).

"Overnight Bank Funding Rate" means, 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.

"Overnight Foreign Currency Rate" means, for any amount payable in a Foreign Currency, the rate of interest per annum as determined by the Administrative Agent at which overnight or weekend deposits in the relevant currency (or if such amount due remains unpaid for more than three (3) Business Days, then for such other period of time as the Administrative Agent may elect) for delivery in immediately available and freely transferable funds would be offered by the Administrative Agent to major banks in the interbank market upon request of such major banks for the relevant currency as determined above and in an amount comparable to the unpaid principal amount of the related Credit Event, plus any taxes, levies, imposts, duties, deductions, charges or withholdings imposed upon, or charged to, the Administrative Agent by any relevant correspondent bank in respect of such amount in such relevant currency.

"Participant" has the meaning assigned to such term in Section 9.04.

"Participant Register" has the meaning assigned to such term in Section 9.04(c).

"Participating Member State" means any member state of the European Union that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Union relating to economic and monetary union.

"Patriot Act" has the meaning assigned to such term in Section 9.13.

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"Permitted Earn-Out Indebtedness" means Indebtedness of the Company or any Subsidiary incurred in connection with any acquisition, which Indebtedness is not secured by any assets of the Company or any Subsidiary (including, without limitation, the assets so acquired) and is only payable by the Company and its Subsidiaries in the event certain future performance goals are achieved with respect to the assets acquired; provided that such Indebtedness shall only constitute Permitted Earn-Out Indebtedness to the extent the terms of such Indebtedness expressly limit the maximum potential liability of the Company and its Subsidiaries with respect thereto.

"Permitted Encumbrances" means:

(a) Liens imposed by law for Taxes that are not yet due or are being contested in compliance with Section 5.04;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than thirty (30) days or are being contested in compliance with Section 5.04;

(c) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(d) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(e) judgment Liens in respect of judgments that do not constitute an Event of Default under clause (k) of Article VII;

(f) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Company or any Subsidiary; and

(g) leases or subleases granted to third Persons not interfering with the ordinary course of business of the Company or any Subsidiary;

provided that the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness.

"Permitted Qualifying Indebtedness" means unsecured Indebtedness of the Company (including unsecured Subordinated Indebtedness to the extent subordinated to the Obligations on terms reasonably acceptable to the Administrative Agent), to the extent not otherwise permitted under Section 6.01, and any Indebtedness of the Company constituting refinancings, renewals or replacements of any such Indebtedness; provided that (i) both immediately prior to and after giving effect (including giving effect on a Pro Forma Basis) thereto, no Default or Event of Default shall exist or would result therefrom, (ii) such Indebtedness is not guaranteed by any Subsidiary of the Company other than the Subsidiary Guarantors (which guarantees, if such Indebtedness is subordinated, shall be expressly subordinated to the Obligations on terms not less favorable to the Lenders than the subordination terms of such Subordinated Indebtedness) and (iii) the financial covenants applicable to such Indebtedness are not more onerous or more restrictive than the financial covenants set forth in Section 6.07 of this Agreement.

"Permitted Receivables Facility" shall mean the receivables facility or facilities providing for the sale or grant of a security interest by the Company and/or one or more of its Subsidiaries of Permitted Receivables Facility Assets or an undivided interest therein.

"Permitted Receivables Facility Assets" shall mean (i) Receivables (whether now existing or arising in the future) of the Company and its Subsidiaries and all proceeds thereof, (ii) collections on Receivables, related assets in respect of Receivables and supporting documentation in respect of Receivables and (iii) lockboxes, lockbox accounts and collection accounts in respect of Receivables.

"Permitted Receivables Related Assets" means any other assets that are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving receivables similar to Receivables and any collections or proceeds of any of the foregoing.

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

"Plan" means any employee pension benefit 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, and in respect of which the Company 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.

"Plan Asset Regulations" means 29 CFR § 2510.3-101 *et seq*., as modified by Section 3(42) of ERISA, as amended from time to time.

"Pounds Sterling" means the lawful currency of the United Kingdom.

"Prime Rate" means the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

"Pro Forma Basis" means, with respect to any event, that the Company is in compliance on a pro forma basis with the applicable covenant, calculation or requirement herein recomputed as if the event with respect to which compliance on a Pro Forma Basis is being tested had occurred on the first day of the four fiscal quarter period most recently ended on or prior to such date for which financial statements have been delivered pursuant to Section 5.01.

"Protected Party" means any Credit Party that is or will be subject to any liability or required to make any payment for or on account of UK Tax, in relation to a sum received or receivable (or any sum deemed for the purposes of UK Tax to be received or receivable) under any Loan Document.

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Qualifying Lender" means:

(i) a Lender (other than a Lender within clause (ii) below) that is beneficially entitled to interest payable to that Lender in respect of an advance under a Loan Document and is:

(a) a Lender:

(1) which is a bank (as defined for the purpose of section 879 of the ITA) making an advance under a Loan Document; or

(2) in respect of an advance made under a Loan Document by a person that was a bank (as defined for the purpose of section 879 of the ITA) at the time that that advance was made,

and which is within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance or would be within such charge as respects such payment apart from Section 18A of the Corporation Tax Act 2009; or

(b) a Lender which is:

(1) a company resident in the United Kingdom for United Kingdom tax purposes; or

(2) a partnership each member of which is:

(x) a company resident in the United Kingdom; or

(y) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (for the purposes of section 19 of the Corporation Tax Act 2009) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the Corporation Tax Act 2009; or

(3) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing its chargeable profits (within the meaning given by section 19 of the Corporation Tax Act 2009); or

(c) a Treaty Lender; or

(ii) a building society (as defined for the purpose of section 880 of the ITA) making an advance under a Loan Document.

"Qualifying Material Acquisition" means any acquisition, or the last to occur of a series of acquisitions consummated within a period of six consecutive months, if the aggregate consideration paid or to be paid in respect of such acquisition (or, if applicable, acquisitions) exceeds $150,000,000 and the Company has designated such acquisition (or, if applicable, acquisitions) as a "Qualifying Material Acquisition" by written notice to the Administrative Agent. For the avoidance of doubt, once any acquisition has been so designated as (or as a part of) a Qualifying Material Acquisition, it may not be designated as (or as a part of) any other Qualifying Material Acquisition.

"Quotation Day" means, with respect to any Eurocurrency Borrowing for any Interest Period, (i) if the currency is Pounds Sterling or Canadian Dollars, the first day of such Interest Period, (ii) if the currency is euro, the day that is two (2) TARGET2 Days before the first day of such Interest Period, and (iii) for any other currency, two Business Days prior to the commencement of such Interest Period (unless, in each case, market practice differs in the relevant market where the LIBO Rate for such currency is to be determined, in which case the Quotation Day will be determined by the Administrative Agent in accordance with market practice in such market (and if quotations would normally be given on more than one day, then the Quotation Day will be the last of those days)).

"Receivables" shall mean all accounts receivable (including, without limitation, all rights to payment created by or arising from sales of goods, leases of goods or the rendition of services rendered no matter how evidenced whether or not earned by performance).

"Recipient" means, as applicable, (a) the Administrative Agent, (b) any Lender and (c) any Issuing Bank.

"Reference Bank Rate" means the arithmetic mean of the rates (rounded upwards to four decimal places) supplied to the Administrative Agent at its request by the Reference Banks (as the case may be) as of the applicable time on the Quotation Day for Loans in the applicable currency and the applicable Interest Period as the rate at which the relevant Reference Bank could borrow funds in the London (or other applicable) interbank market in the relevant currency and for the relevant period, were it to do so by asking for and then accepting interbank offers in reasonable market size in that currency and for that period.

"Reference Banks" means such banks as may be appointed by the Administrative Agent in consultation with the Company. No Lender shall be obligated to be a Reference Bank without its consent.

"Register" has the meaning set forth in Section 9.04.

"Regulation" means Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast).

"Related Parties" means, 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.

"Required Lenders" means, subject to Section 2.25, at any time, Lenders having Revolving Credit Exposures and unused Commitments representing more than 50% of the sum of the Total Revolving Credit Exposure and unused Commitments at such time.

"Restatement Effective Date" means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02).

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in the Company or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in the Company or any Subsidiary or any option, warrant or other right to acquire any such Equity Interests in the Company or any Subsidiary.

"Revolving Credit Exposure" means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender's Revolving Loans and its LC Exposure at such time.

"Revolving Loan" means a Loan made pursuant to Section 2.01.

"S&P" means Standard & Poor's Rating Services, a Standard & Poor's Financial Services LLC business.

"Sale and Leaseback Transaction" means any sale or other transfer of any real property by any Person with the intent to lease such real property as lessee which is considered a sale leaseback transaction in accordance with GAAP.

"Sanctioned Country" means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, Crimea, Cuba, Iran, North Korea and Syria).

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons that is published publicly and maintained by OFAC, the U.S. Department of State, the United Nations Security Council, the EU, Her Majesty's Treasury of the United Kingdom or any other relevant sanctions authority of a jurisdiction in which a Borrower is organized or where there are Borrowings, (b) any Person operating, organized or resident in a Sanctioned Country, (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b), or (d) any Person otherwise the subject of any Sanctions.

"Sanctions" means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State or (b) the United Nations Security Council, the EU, Her Majesty's

Treasury of the United Kingdom or any other relevant sanctions authority of a jurisdiction in which a Borrower is organized or where there are Borrowings.

"Screen Rate" means collectively the LIBO Screen Rate and the CDOR Screen Rate.

"SEC" means the United States Securities and Exchange Commission.

"Significant Subsidiary" means (i) each Foreign Subsidiary Borrower and (ii) each other Subsidiary which, as of the most recent fiscal quarter of the Company, for the period of four consecutive fiscal quarters then ended, for which financial statements have been delivered pursuant to Section 5.01, contributed greater than ten percent (10%) of Consolidated Total Assets as of such date.

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve, liquid asset, fees or similar requirements (including any marginal, special, emergency or supplemental reserves or other requirements) established by any central bank, monetary authority, the Board, the Financial Conduct Authority, the Prudential Regulation Authority, the European Central Bank or other Governmental Authority for any category of deposits or liabilities customarily used to fund loans in the applicable currency, expressed in the case of each such requirement as a decimal. Such reserve, liquid asset, fees or similar requirements shall include those imposed pursuant to Regulation D of the Board. Eurocurrency Loans shall be deemed to be subject to such reserve, liquid asset, fee or similar requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under any applicable law, rule or regulation, including Regulation D of the Board. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve, liquid asset or similar requirement.

"Subordinated Indebtedness" means any Indebtedness of the Company or any Subsidiary the payment of which is subordinated to payment of the obligations under the Loan Documents.

"Subordinated Indebtedness Documents" means any document, agreement or instrument evidencing any Subordinated Indebtedness or entered into in connection with any Subordinated Indebtedness.

"subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, Controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" means any subsidiary of the Company.

"Swap Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; 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 Company or the Subsidiaries shall be a Swap Agreement.

"Swap Obligations" means any and all obligations of the Company or any Subsidiary, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (a) any and all Swap Agreements permitted hereunder with a Lender or an Affiliate of a Lender, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any such Swap Agreement transaction.

"Swiss Francs" means the lawful currency of Switzerland.

"TARGET2" means the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system (or, if such payment system ceases to be operative, such other payment system (if any) reasonably determined by the Administrative Agent to be a suitable replacement) for the settlement of payments in euro.

"TARGET2 Day" means a day that TARGET2 is open for the settlement of payments in euro.

"Tax Confirmation" means a confirmation by a Lender that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Loan Document is either:

(a) a company resident in the United Kingdom for United Kingdom tax purposes; or

(b) a partnership each member of which is:

(1) a company resident in the United Kingdom; or

(2) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (for the purposes of section 19 of the Corporation Tax Act 2009) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the Corporation Tax Act 2009; or

(c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing its chargeable profits (within the meaning given by section 19 of the Corporation Tax Act 2009).

"Tax Credit" means a credit against, relief of remission for or repayment of any UK Tax.

"Tax Deduction" means a deduction or withholding for or on account of UK Tax from a payment under any Loan Document.

"Tax Payment" means either an increased payment made by a Borrower to a Lender under Section 2.18(d) or a payment under Section 2.18(k).

"Taxes" means any present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), value added taxes, or any other goods and services, use or sales taxes, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto, but excluding UK Tax.

"Total Revolving Credit Exposure" means, at any time, the sum of the outstanding principal amount of all Lenders' Revolving Loans and their LC Exposure at such time.

"Transactions" means the execution, delivery and performance by the Loan Parties of this Agreement and the other Loan Documents, the borrowing of Loans and other credit extensions, the use of the proceeds thereof and the issuance of Letters of Credit hereunder.

"Treaty Lender" means a Lender which:

(i) is treated as a resident of a Treaty State for the purposes of a Treaty;

(ii) does not carry on a business in the United Kingdom through a permanent establishment with which that Lender's participation in the Loan is effectively connected; and

(iii) satisfies all other conditions under the Treaty (subject to completion of procedural formalities) for a payment of interest made by a Borrower under any Loan Document to be exempt from UK withholding tax.

"Treaty State" means a jurisdiction having a double taxation agreement (a "Treaty") with the United Kingdom which makes provision for full exemption from tax imposed by the United Kingdom on Interest.

"Type", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Alternate Base Rate.

"UCC" means the Uniform Commercial Code.

"UK Insolvency Event" means:

(a) a UK Relevant Entity is unable or admits inability to pay its debts as they fall due or is deemed to or declared to be unable to pay its debts under applicable law, suspends or threatens to suspend making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;

(b) the value of the assets of any UK Relevant Entity, is less than its liabilities (taking into account contingent and prospective liabilities);

(c) a moratorium is declared in respect of any indebtedness of any UK Relevant Entity; provided that if a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by such moratorium;

(d) any corporate action, legal proceedings or other procedure or step is taken in relation to:

(i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of any UK Relevant Entity;

(ii) a composition, compromise, assignment or arrangement with any creditor of any UK Relevant Entity;

(iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any UK Relevant Entity, or any of its assets; or

(iv) enforcement of any Lien over any assets of any UK Relevant Entity,

or any analogous procedure or step is taken in any jurisdiction, save that this paragraph (d) shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement; or

(e) any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of a UK Relevant Entity.

"UK Non-Bank Lender" means a Lender which gives a Tax Confirmation in the Assignment and Assumption which it executes on becoming a party to this Agreement.

"UK Relevant Entity" means any Loan Party capable of becoming subject of an order for winding-up or administration under the Insolvency Act 1986 of the United Kingdom.

"UK Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed by the government of the United Kingdom or any political subdivision thereof and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government of the United Kingdom.

"U.S. Person" means a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"U.S. Tax Compliance Certificate" has the meaning assigned to such term in Section 2.17(f)(ii)(B)(3).

"VAT" means value added tax as provided for in the United Kingdom Value Added Tax Act 1994 and any other tax of a similar nature.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Withholding Agent" means any Loan Party and the Administrative Agent.

"Write-Down and Conversion Powers" means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

SECTION 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a "Revolving Loan") or by Type (e.g., a "Eurocurrency Loan") or by Class and Type (e.g., a "Eurocurrency Revolving Loan"). Borrowings also

may be classified and referred to by Class (e.g., a "Revolving Borrowing") or by Type (e.g., a "Eurocurrency Borrowing") or by Class and Type (e.g., a "Eurocurrency Revolving Borrowing").

SECTION 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". The word "law" shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply), and all judgments, orders and decrees, of all Governmental Authorities. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), (c) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to any restrictions on assignment set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (f) any reference to any law, rule or regulation herein shall, unless otherwise specified, refer to such law, rule or regulation as amended, modified or supplemented from time to time, (g) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights and (h) any reference herein to a merger, transfer, consolidation, amalgamation, consolidation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of or by a limited liability company, or an allocation of assets to a series of a limited liability company (or the unwinding of such a division or allocation), as if it were a merger, transfer, consolidation, amalgamation, consolidation, assignment, sale or transfer, or similar term, as applicable, to, of or with a separate Person, and any division of a limited liability company shall constitute a separate Person hereunder (and each division of any limited liability company that is a Subsidiary, joint venture or any other like term shall also constitute such a Person or entity).

SECTION 1.04. Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Company notifies the Administrative Agent that the Company requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Company that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made (i) without giving effect to any election under Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Company or any Subsidiary at "fair value", as defined therein and (ii) without giving effect to any treatment of Indebtedness in respect of convertible debt instruments under Accounting

Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof. Without limiting the foregoing, leases (including any entered into after the Restatement Effective Date) shall continue to be classified and accounted for on a basis consistent with GAAP consistently applied as in effect on the Restatement Effective Date for all purposes of this Agreement, notwithstanding any change in GAAP relating thereto, unless the parties hereto shall enter into a mutually acceptable amendment addressing such changes, as provided for above.

SECTION 1.05. Interest Rates; LIBOR Notification. The interest rate on Eurocurrency Loans denominated in a LIBOR-Quoted Currency is determined by reference to the LIBO Rate, which is derived from the London interbank offered rate. The London interbank offered rate is intended to represent the rate at which contributing banks may obtain short-term borrowings from each other in the London interbank market. In July 2017, the U.K. Financial Conduct Authority announced that, after the end of 2021, it would no longer persuade or compel contributing banks to make rate submissions to the ICE Benchmark Administration (together with any successor to the ICE Benchmark Administrator, the "IBA") for purposes of the IBA setting the London interbank offered rate. As a result, it is possible that commencing in 2022, the London interbank offered rate may no longer be available or may no longer be deemed an appropriate reference rate upon which to determine the interest rate on Eurocurrency Loans denominated in a LIBOR-Quoted Currency. In light of this eventuality, public and private sector industry initiatives are currently underway to identify new or alternative reference rates to be used in place of the London interbank offered rate. In the event that the London interbank offered rate is no longer available or in certain other circumstances as set forth in Section 2.14(c) of this Agreement, such Section 2.14(c) provides a mechanism for determining an alternative rate of interest. The Administrative Agent will notify the Company, pursuant to Section 2.14, in advance of any change to the reference rate upon which the interest rate on Eurocurrency Loans is based. However, the Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to the London interbank offered rate or other rates in the definition of "LIBO Rate" or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate, as it may or may not be adjusted pursuant to Section 2.14(c), will be similar to, or produce the same value or economic equivalence of, the LIBO Rate or have the same volume or liquidity as did the London interbank offered rate prior to its discontinuance or unavailability.

SECTION 1.06. Status of Obligations. In the event that the Company or any other Loan Party shall at any time issue or have outstanding any Subordinated Indebtedness, the Company shall take or cause such other Loan Party to take all such actions as shall be necessary to cause the Obligations to constitute senior indebtedness (however denominated) in respect of such Subordinated Indebtedness and to enable the Administrative Agent and the Lenders to have and exercise any payment blockage or other remedies available or potentially available to holders of senior indebtedness under the terms of such Subordinated Indebtedness. Without limiting the foregoing, the Obligations are hereby designated as "senior indebtedness" and as "designated senior indebtedness" and words of similar import under and in respect of any indenture or other agreement or instrument under which such Subordinated Indebtedness is outstanding and are further given all such other designations as shall be required under the terms of any such Subordinated Indebtedness in order that the Lenders may have and exercise any payment blockage or other remedies available or potentially available to holders of senior indebtedness under the terms of such Subordinated Indebtedness.

SECTION 1.07. Amendment and Restatement of Existing Credit Agreement. The parties to this Agreement agree that, upon (i) the execution and delivery by each of the parties hereto of this Agreement and (ii) satisfaction or waiver of the conditions set forth in Section 4.01, the terms and provisions

of the Existing Credit Agreement shall be and hereby are amended, superseded and restated in their entirety by the terms and provisions of this Agreement. This Agreement is not intended to and shall not constitute a novation. The Borrowers, the Administrative Agent and the Lenders hereby further acknowledge and agree that this Agreement constitutes an amendment of the Existing Credit Agreement made under and in accordance with Section 9.02 thereof. All "Loans" made and "Obligations" incurred under the Existing Credit Agreement which are outstanding on the Restatement Effective Date shall continue as Loans and Obligations under (and shall be governed by the terms of) this Agreement and the other Loan Documents. Without limiting the foregoing, upon the effectiveness hereof: (a) all references in the "Loan Documents" (as defined in the Existing Credit Agreement) to the "Administrative Agent", the "Credit Agreement" and the "Loan Documents" shall be deemed to refer to the Administrative Agent, this Agreement and the Loan Documents, (b) all obligations constituting "Obligations" owed to any Lender (other than Departing Lenders) or any Affiliate of such Lender which are outstanding on the Restatement Effective Date shall continue as Obligations under this Agreement and the other Loan Documents, (c) the Administrative Agent shall make such reallocations, sales, assignments or other relevant actions in respect of each Lender's Revolving Credit Exposure under the Existing Credit Agreement as are necessary in order that each such Lender's Revolving Credit Exposure and outstanding Loans hereunder reflects such Lender's Applicable Percentage of the outstanding aggregate Revolving Credit Exposures on the Restatement Effective Date, (d) the Existing Loans of each Departing Lender shall be repaid in full (accompanied by any accrued and unpaid interest and fees thereon), each Departing Lender's "Commitment" under the Existing Credit Agreement shall be terminated and each Departing Lender shall not be a Lender hereunder or have any obligation to make Loans or extend credit under this Agreement or to participate in Letters of Credit issued under the Existing Credit Agreement (with all existing participations of each Departing Lender in Letters of Credit deemed terminated) or to reimburse any party for LC Disbursements in respect thereof (provided, however, that each Departing Lender shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17, 2.18 and 9.03) and (e) the Borrowers hereby agree to compensate each Lender (and each Departing Lender) for any and all losses, costs and expenses incurred by such Lender in connection with the sale and assignment of any Eurocurrency Loans (including the "Eurocurrency Loans" under the Existing Credit Agreement) and such reallocation (and any repayment or prepayment of each Departing Lender's Loan) described above, in each case on the terms and in the manner set forth in Section 2.16 hereof (unless waived by any Lender with Revolving Credit Exposure under the Existing Credit Agreement). Each Departing Lender, by its execution of its Departing Lender Signature Page, notwithstanding the time period specified in Section 2.11 of the Existing Credit Agreement, consents to delivery on or prior to the Effective Date of the notice of prepayment with respect to prepayment of its loans under the Existing Credit Agreement.

ARTICLE II

The Credits

SECTION 2.01. Commitments. Prior to the Restatement Effective Date, certain loans were previously made to the Borrowers under the Existing Credit Agreement which remain outstanding as of the date of this Agreement (such outstanding revolving loans being hereinafter referred to as the "Existing Loans"). Subject to the terms and conditions set forth in this Agreement, the Company and each of the Lenders agree that on the Restatement Effective Date but subject to the reallocation and other transactions described in Section 1.06, the Existing Loans shall be reevidenced as Loans under this Agreement, and the terms of the Existing Loans shall be restated in their entirety and shall be evidenced by this Agreement. Subject to the terms and conditions set forth herein, each Lender (severally and not jointly) agrees to make Revolving Loans to the Borrowers in Agreed Currencies from time to time during the Availability Period in an aggregate principal amount that will not result in (a) subject to Sections 2.04 and 2.11(b), the Dollar Amount of such Lender's Revolving Credit Exposure exceeding such Lender's Commitment, (b) subject to Sections 2.04 and 2.11(b), the sum of the Dollar Amount of the Total Revolving Credit Exposure exceeding the Aggregate Commitment or (c) subject to Sections 2.04 and 2.11(b), the Dollar Amount of

the total outstanding Revolving Loans and LC Exposure, in each case denominated in Foreign Currencies, exceeding the Foreign Currency Sublimit. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow Revolving Loans.

SECTION 2.02. Loans and Borrowings. (a) Each Revolving Loan shall be made as part of a Borrowing consisting of Revolving Loans made by the Lenders ratably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Subject to Section 2.14, each Revolving Borrowing shall be comprised entirely of ABR Loans or Eurocurrency Loans as the relevant Borrower may request in accordance herewith; provided that each ABR Loan shall only be made in Dollars. Each Lender at its option may make any Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan (and in the case of an Affiliate, the provisions of Sections 2.14, 2.15, 2.16, 2.17 and 2.18 shall apply to such Affiliate to the same extent as to such Lender); provided that any exercise of such option shall not affect the obligation of the relevant Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Eurocurrency Revolving Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of $1,000,000 (or, if such Borrowing is denominated in a Foreign Currency, 1,000,000 units of such currency) and not less than $2,000,000 (or, if such Borrowing is denominated in a Foreign Currency, 2,000,000 units of such currency). At the time that each ABR Revolving Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of $1,000,000 and not less than $1,000,000; provided that an ABR Revolving Borrowing may be in an aggregate amount that is equal to the entire unused balance of the Aggregate Commitment or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.06(e). Borrowings of more than one Type and Class may be outstanding at the same time; provided that there shall not at any time be more than a total of twelve (12) Eurocurrency Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, no Borrower shall be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

(e) The initial borrowing from any Lender to any Dutch Borrower shall be provided by a Lender that is a Dutch Non-Public Lender.

SECTION 2.03. Requests for Revolving Borrowings. To request a Revolving Borrowing, the applicable Borrower, or the Company on behalf of the applicable Borrower, shall notify the Administrative Agent of such request (a) by irrevocable written notice (via a written Borrowing Request signed by the applicable Borrower, or the Company on behalf of the applicable Borrower, promptly followed by telephonic confirmation of such request) in the case of a Eurocurrency Borrowing, not later than 11:00 a.m., Local Time, three (3) Business Days before the date of the proposed Borrowing or (b) by irrevocable written notice (via a written Borrowing Request signed by the Borrower) in the case of an ABR Borrowing, not later than 11:00 a.m., New York City time, on the date of the proposed Borrowing. Each such Borrowing Request shall specify the following information in compliance with Section 2.02:

(i) the name of the applicable Borrower;

(ii) the aggregate principal amount of the requested Borrowing;

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

(iv) whether such Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing;

(v) in the case of a Eurocurrency Borrowing, the Agreed Currency and initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period"; and

(vi) the location and number of the applicable Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.07.

If no election as to the Type of Revolving Borrowing is specified, then, in the case of a Borrowing denominated in Dollars, the requested Revolving Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Eurocurrency Revolving Borrowing, then the relevant Borrower shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

SECTION 2.04. Determination of Dollar Amounts. The Administrative Agent will determine the Dollar Amount of:

(a) any Loan denominated in a Foreign Currency, on each of the following: (i) the date of the Borrowing of such Loan and (ii) each date of a conversation or continuation of such Loan pursuant to the terms of this Agreement,

(b) any Letter of Credit denominated in a Foreign Currency, on each of the following: (i) the date on which such Letter of Credit is issued, (ii) the first Business Day of each calendar month and (iii) the date of any amendment of such Letter of Credit that has the effect of increasing the face amount thereof, and

(c) any Credit Event, on any additional date as the Administrative Agent may determine at any time when an Event of Default exists.

Each day upon or as of which the Administrative Agent determines Dollar Amounts as described in the preceding clauses (a), (b) and (c) is herein described as a "Computation Date" with respect to each Credit Event for which a Dollar Amount is determined on or as of such day.

SECTION 2.05. [Intentionally Omitted].

SECTION 2.06. Letters of Credit. (a) General. Subject to the terms and conditions set forth herein, the Company may request the issuance of Letters of Credit denominated in Agreed Currencies (x) for its own account or (y) for the account of its Subsidiaries, in a form reasonably acceptable to the Administrative Agent and the relevant Issuing Bank, at any time and from time to time during the Availability Period. The Company may arrange for the issuance by any Issuing Bank of a Letter of Credit to support payment and performance obligations of its Subsidiaries in such form, and in such manner, as may be required by local custom or law. Notwithstanding the foregoing, the letters of credit identified on Schedule 2.06 (the "Existing Letters of Credit") shall be deemed to be "Letters of Credit" issued on the

Restatement Effective Date for all purposes of the Loan Documents. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any Letter of Credit Agreement, the terms and conditions of this Agreement shall control. Notwithstanding anything herein to the contrary, the Issuing Bank shall have no obligation hereunder to issue, and shall not issue, any Letter of Credit the proceeds of which would be made available to any Person (i) to fund any activity or business of or with any Sanctioned Person, or in any country or territory that, at the time of such funding, is the subject of any Sanctions, (ii) in any manner that would result in a violation of any Sanctions by any party to this Agreement or (iii) in any manner that would result in a violation of one or more policies of the Issuing Bank applicable to letters of credit generally. Furthermore, no Issuing Bank shall be required to issue commercial letters of credit pursuant to this Agreement unless it agrees to do so at its own discretion.

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Company shall hand deliver or telecopy (or transmit by electronic communication, if arrangements for doing so have been approved by the relevant Issuing Bank) to an Issuing Bank and the Administrative Agent (reasonably in advance of the requested date of issuance, amendment, renewal or extension, but in any event no less than three Business Days) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the amount of such Letter of Credit, the Agreed Currency applicable thereto, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. In addition, as a condition to any such Letter of Credit issuance, the Company shall have entered into a continuing agreement (or other letter of credit agreement) for the issuance of letters of credit and/or shall submit a letter of credit application, in each case, as required by the Issuing Bank and using the Issuing Bank's standard form (each, a "Letter of Credit Agreement"). A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit the Company shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) subject to Sections 2.04 and 2.11(b), the Dollar Amount of the LC Exposure shall not exceed $150,000,000, (ii) subject to Sections 2.04 and 2.11(b), the sum of (x) the aggregate undrawn amount of all outstanding Letters of Credit issued by any Issuing Bank at such time plus (y) the aggregate amount of all LC Disbursements made by such Issuing Bank that have not yet been reimbursed by or on behalf of the Company at such time shall not exceed such Issuing Bank's Letter of Credit Commitment, (iii) subject to Sections 2.04 and 2.11(b), the sum of the Dollar Amount of the Total Revolving Credit Exposure shall not exceed the Aggregate Commitment, (iv) subject to Sections 2.04 and 2.11(b), the Dollar Amount of each Lender's Revolving Credit Exposure shall not exceed such Lender's Commitment and (v) subject to Sections 2.04 and 2.11(b), the Dollar Amount of the total outstanding Revolving Loans and LC Exposure, in each case denominated in Foreign Currencies, shall not exceed the Foreign Currency Sublimit. The Company may, at any time and from time to time, reduce the Letter of Credit Commitment of any Issuing Bank with the consent of such Issuing Bank; provided that the Company shall not reduce the Letter of Credit Commitment of any Issuing Bank if, after giving effect of such reduction, the conditions set forth in the immediately preceding clauses (i) through (v) shall not be satisfied.

(c) Expiration Date. Each Letter of Credit shall expire (or be subject to termination by notice from the Issuing Bank to the beneficiary thereof) at or prior to the close of business on the date that is three (3) Business Days prior to the Maturity Date; provided that any Letter of Credit with a one-year tenor may contain customary automatic renewal provisions agreed upon by the Company and the relevant Issuing Bank that provide for the renewal thereof for additional one-

year periods (which shall in no event extend beyond the date referenced in clause (ii) above), subject to a right on the part of the relevant Issuing Bank to prevent any such renewal from occurring by giving notice to the beneficiary in advance of any such renewal.

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of any Issuing Bank or the Lenders, each Issuing Bank hereby grants to each Lender, and each Lender hereby acquires from each Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate Dollar Amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the relevant Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by such Issuing Bank and not reimbursed by the Company on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to the Company for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Reimbursement. If any Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the Company shall reimburse such LC Disbursement by paying to the Administrative Agent in Dollars the Dollar Amount equal to such LC Disbursement, calculated as of the date such Issuing Bank made such LC Disbursement (or if an Issuing Bank shall so elect in its sole discretion by notice to the Company, in such other Agreed Currency which was paid by such Issuing Bank pursuant to such LC Disbursement in an amount equal to such LC Disbursement) not later than 12:00 noon, Local Time, on the date that such LC Disbursement is made, if the Company shall have received notice of such LC Disbursement prior to 10:00 a.m., Local Time, on such date, or, if such notice has not been received by the Company prior to such time on such date, then not later than 12:00 noon, Local Time, on the Business Day immediately following the day that the Company receives such notice, if such notice is not received prior to such time on the day of receipt; provided that, if such LC Disbursement is not less than the Dollar Amount of $1,000,000, the Company may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 that such payment be financed with (i) to the extent such LC Disbursement was made in Dollars, an ABR Revolving Borrowing or Eurocurrency Revolving Borrowing in Dollars in an amount equal to such LC Disbursement or (ii) to the extent that such LC Disbursement was made in a Foreign Currency, a Eurocurrency Revolving Borrowing in such Foreign Currency in an amount equal to such LC Disbursement and, in each case, to the extent so financed, the Company's obligation to make such payment shall be discharged and replaced by the resulting ABR Revolving Borrowing or Eurocurrency Revolving Borrowing, as applicable. If the Company fails to make such payment when due, the Administrative Agent shall notify each Lender of the applicable LC Disbursement, the payment then due from the Company in respect thereof and such Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Lender shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the Company, in the same manner as provided in Section 2.07 with respect to Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the relevant Issuing Bank the amounts so received by it from the Lenders. Promptly following receipt by the Administrative Agent of any payment from the Company pursuant to this paragraph, the Administrative Agent shall distribute such payment to the relevant Issuing Bank or, to the extent that Lenders have made payments pursuant to this

paragraph to reimburse such Issuing Bank, then to such Lenders and such Issuing Bank as their interests may appear. Any payment made by a Lender pursuant to this paragraph to reimburse an Issuing Bank for any LC Disbursement (other than the funding of Revolving Loans as contemplated above) shall not constitute a Loan and shall not relieve the Company of its obligation to reimburse such LC Disbursement. If the Company's reimbursement of, or obligation to reimburse, any amounts in any Foreign Currency would subject the Administrative Agent, any Issuing Bank or any Lender to any stamp duty, ad valorem charge or similar tax that would not be payable if such reimbursement were made or required to be made in Dollars, the Company shall, at its option, either (x) pay the amount of any such tax requested by the Administrative Agent, the relevant Issuing Bank or the relevant Lender or (y) reimburse each LC Disbursement made in such Foreign Currency in Dollars, in an amount equal to the Dollar Amount thereof calculated on the date such LC Disbursement is made.

(f) Obligations Absolute. The Company's obligation to reimburse LC Disbursements as provided in paragraph (e) of this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit, any Letter of Credit Agreement or this Agreement, or any term or provision therein or herein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) any payment by an Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Company's obligations hereunder. Neither the Administrative Agent, the Lenders nor any Issuing Bank, nor any of their respective Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the relevant Issuing Bank; provided that the foregoing shall not be construed to excuse any Issuing Bank from liability to the Company to the extent of any direct damages (as opposed to special, indirect, consequential or punitive damages, claims in respect of which are hereby waived by the Company to the extent permitted by applicable law) suffered by the Company that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of any Issuing Bank (as finally determined by a court of competent jurisdiction), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, each Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. Each Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Each Issuing Bank shall promptly notify the Administrative Agent and the Company by

telephone (confirmed by telecopy) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Company of its obligation to reimburse such Issuing Bank and the Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If any Issuing Bank shall make any LC Disbursement, then, unless the Company shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Company reimburses such LC Disbursement, at the rate per annum then applicable to ABR Revolving Loans (or in the case such LC Disbursement is denominated in a Foreign Currency, at the Overnight Foreign Currency Rate for such Agreed Currency plus the then effective Applicable Rate with respect to Eurocurrency Revolving Loans); provided that, if the Company fails to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, then Section 2.13(c) shall apply. Interest accrued pursuant to this paragraph shall be for the account of such Issuing Bank, except that interest accrued on and after the date of payment by any Lender pursuant to paragraph (e) of this Section to reimburse such Issuing Bank shall be for the account of such Lender to the extent of such payment.

(i) Replacement and Resignation of an Issuing Bank. (A) Any Issuing Bank may be replaced at any time by written agreement among the Company, the Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank. The Administrative Agent shall notify the Lenders of any such replacement of an Issuing Bank. At the time any such replacement shall become effective, the Company shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.12(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit then outstanding and issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(B) Subject to the appointment and acceptance of a successor Issuing Bank, any Issuing Bank may resign as an Issuing Bank at any time upon thirty days' prior written notice to the Administrative Agent, the Company and the Lenders, in which case, such resigning Issuing Bank shall be replaced in accordance with Section 2.06(i)(A) above.

(j) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that the Company receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Loans has been accelerated, Lenders with LC Exposure representing greater than 50% of the total LC Exposure) demanding the deposit of cash collateral pursuant to this paragraph, the Company shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders (the "LC Collateral Account"), an amount in cash equal to 105% of the Dollar Amount of the LC Exposure as of such date plus any accrued and unpaid interest thereon; provided that (i) the portions of such amount attributable to undrawn Foreign Currency Letters of Credit or LC Disbursements in a Foreign Currency that the Company is not late in reimbursing shall be deposited in the applicable Foreign Currencies in the actual amounts of such undrawn Letters of Credit and LC Disbursements and (ii) the obligation to deposit such cash collateral shall become effective immediately, and such

deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Company described in clause (h) or (i) of Article VII. For the purposes of this paragraph, the Dollar Amount of the Foreign Currency LC Exposure shall be calculated on the date notice demanding cash collateralization is delivered to the Company. The Company also shall deposit cash collateral pursuant to this paragraph as and to the extent required by Section 2.11(b). Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the Obligations. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Company's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the relevant Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Company for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Lenders with LC Exposure representing greater than 50% of the total LC Exposure), be applied to satisfy other Obligations. If the Company is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Company within three (3) Business Days after all Events of Default have been cured or waived.

(k) Issuing Bank Agreements. Each Issuing Bank agrees that, unless otherwise requested by the Administrative Agent, such Issuing Bank shall report in writing to the Administrative Agent (i) on the first Business Day of each calendar week, the daily activity (set forth by day) in respect of Letters of Credit during the immediately preceding week, including all issuances, extensions, amendments and renewals, all expirations and cancellations and all disbursements and reimbursements, (ii) on or prior to each Business Day on which such Issuing Bank expects to issue, amend, renew or extend any Letter of Credit, the date of such issuance, amendment, renewal or extension, and the aggregate face amount of the Letters of Credit to be issued, amended, renewed or extended by it and outstanding after giving effect to such issuance, amendment, renewal or extension occurred (and whether the amount thereof changed), (iii) on each Business Day on which such Issuing Bank makes any LC Disbursement, the date of such LC Disbursement and the amount of such LC Disbursement, (iv) on any Business Day on which the Company fails to reimburse an LC Disbursement required to be reimbursed to such Issuing Bank on such day, the date of such failure and the amount and currency of such LC Disbursement and (v) on any other Business Day, such other information as the Administrative Agent shall reasonably request.

(l) LC Exposure Determination. For all purposes of this Agreement, the amount of a Letter of Credit that, by its terms or the terms of any document related thereto, provides for one or more automatic increases in the stated amount thereof shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at the time of determination.

(m) Letters of Credit Issued for Account of Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder supports any obligations of, or is for the account of, a Subsidiary, or states that a Subsidiary is the "account party," "applicant," "customer," "instructing party," or the like of or for such Letter of Credit, and without derogating from any rights of the relevant Issuing Bank (whether arising by contract, at law, in equity or otherwise) against such Subsidiary in respect of such Letter of Credit, the Company (i) shall reimburse, indemnify and

compensate such Issuing Bank hereunder for such Letter of Credit (including to reimburse any and all drawings thereunder) as if such Letter of Credit had been issued solely for the account of the Company and (ii) irrevocably waives any and all defenses that might otherwise be available to it as a guarantor or surety of any or all of the obligations of such Subsidiary in respect of such Letter of Credit. The Company hereby acknowledges that the issuance of such Letters of Credit for its Subsidiaries inures to the benefit of the Company, and that the Company's business derives substantial benefits from the businesses of such Subsidiaries.

SECTION 2.07. Funding of Borrowings. (a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof solely by wire transfer of immediately available funds (i) in the case of Loans denominated in Dollars, by 12:00 noon, New York City time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders and (ii) in the case of each Loan denominated in a Foreign Currency, by 12:00 noon, Local Time, in the city of the Administrative Agent's Eurocurrency Payment Office for such currency and at such Eurocurrency Payment Office for such currency. Except in respect of the provisions of this Agreement covering the reimbursement of Letters of Credit, the Administrative Agent will make such Loans available to the relevant Borrower by promptly crediting funds so received in the aforesaid account of the Administrative Agent to (x) an account of such Borrower maintained with the Administrative Agent in New York City or Chicago and designated by such Borrower in the applicable Borrowing Request, in the case of Loans denominated in Dollars and (y) an account of such Borrower in the relevant jurisdiction and designated by such Borrower in the applicable Borrowing Request, in the case of Loans denominated in a Foreign Currency; provided that Revolving Loans made to finance the reimbursement of an LC Disbursement as provided in Section 2.06(e) shall be remitted by the Administrative Agent to the relevant Issuing Bank.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing (or in the case of an ABR Borrowing, prior to 12:00 noon, New York City time, on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the relevant Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and such Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to such Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation (including without limitation the Overnight Foreign Currency Rate in the case of Loans denominated in a Foreign Currency) or (ii) in the case of such Borrower, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

SECTION 2.08. Interest Elections. (a) Each Revolving Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurocurrency Revolving Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the relevant Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurocurrency Revolving Borrowing, may elect Interest Periods therefor, all as provided in this Section. A Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section, a Borrower, or the Company on its behalf, shall notify the Administrative Agent of such election (by irrevocable written notice (via an Interest Election Request signed by such Borrower, or the Company on its behalf)) by the time that a Borrowing Request would be required under Section 2.03 if such Borrower were requesting a Revolving Borrowing of the Type resulting from such election to be made on the effective date of such election. Notwithstanding any contrary provision herein, this Section shall not be construed to permit any Borrower to (i) change the currency of any Borrowing, (ii) elect an Interest Period for Eurocurrency Loans that does not comply with Section 2.02(d) or (iii) convert any Borrowing to a Borrowing of a Type not available under such Borrowing.

(c) Each written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the name of the applicable Borrower and the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing; and

(iv) if the resulting Borrowing is a Eurocurrency Borrowing, the Interest Period and Agreed Currency to be applicable thereto after giving effect to such election, which Interest Period shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Eurocurrency Borrowing but does not specify an Interest Period, then the applicable Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the relevant Borrower fails to deliver a timely Interest Election Request with respect to a Eurocurrency Revolving Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period (i) in the case of a Borrowing denominated in Dollars, such Borrowing shall be converted to an ABR Borrowing and (ii) in the case of a Borrowing denominated in a Foreign Currency in respect of which the applicable Borrower shall have failed to deliver an Interest Election Request prior to the third (3rd) Business Day preceding the end of such Interest Period, such Borrowing shall automatically continue as a Eurocurrency Borrowing in the same Agreed Currency with an Interest Period of one month unless such Eurocurrency Borrowing is or was repaid in accordance with Section 2.11. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Company, then, so long as an Event of Default is continuing (i) no outstanding Revolving Borrowing denominated in Dollars may be converted to or continued as a Eurocurrency Borrowing,

(ii) unless repaid, each Eurocurrency Revolving Borrowing denominated in Dollars shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto and (iii) unless repaid, each Eurocurrency Revolving Borrowing denominated in a Foreign Currency shall automatically be continued as a Eurocurrency Borrowing with an Interest Period of one month.

SECTION 2.09. Termination and Reduction of Commitments. (a) Unless previously terminated, the Commitments shall terminate on the Maturity Date.

(b) The Company may at any time terminate, or from time to time reduce, the Commitments; provided that (i) each reduction of the Commitments shall be in an amount that is an integral multiple of $5,000,000 and not less than $5,000,000 and (ii) the Company shall not terminate or reduce the Commitments if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.11, the Dollar Amount of the Total Revolving Credit Exposure would exceed the Aggregate Commitment.

(c) The Company shall notify the Administrative Agent of any election to terminate or reduce the Commitments under paragraph (b) of this Section at least three (3) Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Company pursuant to this Section shall be irrevocable; provided that a notice of termination of the Commitments delivered by the Company may state that such notice is conditioned upon the effectiveness of other credit facilities or other transactions specified therein, in which case such notice may be revoked by the Company (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments shall be permanent. Each reduction of the Commitments shall be made ratably among the Lenders in accordance with their respective Commitments.

SECTION 2.10. Repayment of Loans; Evidence of Debt. (a) Each Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Revolving Loan made to such Borrower on the Maturity Date in the currency of such Loan.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of each Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class, Agreed Currency and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from each Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of any Borrower to repay the Loans in accordance with the terms of this Agreement.

(e) Any Lender may request that Loans made by it to any Borrower be evidenced by a promissory note. In such event, the relevant Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in the form attached hereto as Exhibit I. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form.

SECTION 2.11. Prepayment of Loans.

(a) Any Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to prior notice in accordance with the provisions of this Section 2.11(a). The applicable Borrower, or the Company on behalf of the applicable Borrower, shall notify the Administrative Agent by telephone (confirmed by telecopy) of any prepayment hereunder (i) in the case of prepayment of a Eurocurrency Revolving Borrowing, not later than 11:00 a.m., Local Time, three (3) Business Days before the date of prepayment or (ii) in the case of prepayment of an ABR Revolving Borrowing, not later than 11:00 a.m., New York City time, on the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.09, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.09. Promptly following receipt of any such notice relating to a Revolving Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Revolving Borrowing shall be in an amount that would be permitted in the case of an advance of a Revolving Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Revolving Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by (i) accrued interest to the extent required by Section 2.13 and (ii) break funding payments pursuant to Section 2.16.

(b) If at any time, (i) other than as a result of fluctuations in currency exchange rates, (A) the aggregate principal Dollar Amount the Total Revolving Credit Exposure (calculated, with respect to those Credit Events denominated in Foreign Currencies, as of the most recent Computation Date with respect to each such Credit Event) exceeds the Aggregate Commitment or (B) the aggregate principal Dollar Amount of the outstanding Total Revolving Credit Exposure denominated in Foreign Currencies (the "Foreign Currency Exposure") (so calculated), as of the most recent Computation Date with respect to each such Credit Event, exceeds the Foreign Currency Sublimit or (ii) solely as a result of fluctuations in currency exchange rates, (A) the aggregate principal Dollar Amount of the Total Revolving Credit Exposure (so calculated) exceeds 105% of the Aggregate Commitment or (B) the Foreign Currency Exposure, as of the most recent Computation Date with respect to each such Credit Event, exceeds 105% of the Foreign Currency Sublimit, the Borrowers shall in each case immediately repay Borrowings or cash collateralize LC Exposure in an account with the Administrative Agent pursuant to Section 2.06(j), as applicable, in an aggregate principal amount sufficient to cause (x) the aggregate Dollar Amount of the Total Revolving Credit Exposure (so calculated) to be less than or equal to the Aggregate Commitment and (y) the Foreign Currency Exposure to be less than or equal to the Foreign Currency Sublimit, as applicable.

SECTION 2.12. Fees. (a) The Company agrees to pay to the Administrative Agent for the account of each Lender a facility fee, which shall accrue at the Applicable Rate for facility fees on the daily amount of the Commitment of such Lender (whether used or unused) during the period from and including the Original Effective Date to but excluding the date on which such Commitment terminates; provided that,

if such Lender continues to have any Revolving Credit Exposure after its Commitment terminates, then such facility fee shall continue to accrue on the daily amount of such Lender's Revolving Credit Exposure from and including the date on which its Commitment terminates to but excluding the date on which such Lender ceases to have any Revolving Credit Exposure. Facility fees accrued through and including the last day of March, June, September and December of each year shall be payable in arrears on the fifteenth (15th) day following such last day and on the date on which the Commitments terminate, commencing on the first such date to occur after the date hereof; provided that any facility fees accruing after the date on which the Commitments terminate shall be payable on demand. All facility fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) The Company agrees to pay (i) to the Administrative Agent for the account of each Lender a participation fee with respect to its participations in Letters of Credit, which shall accrue at the same Applicable Rate used to determine the interest rate applicable to Eurocurrency Revolving Loans on the average daily Dollar Amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Original Effective Date to but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure and (ii) to the relevant Issuing Bank for its own account a fronting fee, which shall accrue at the rate of 0.125% per annum on the average daily Dollar Amount of the LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) attributable to Letters of Credit issued by such Issuing Bank during the period from and including the Original Effective Date to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any LC Exposure, as well as such Issuing Bank's standard fees and commissions with respect to the issuance, amendment, cancellation, negotiation, transfer, presentment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Unless otherwise specified above, participation fees and fronting fees accrued through and including the last day of March, June, September and December of each year shall be payable on the fifteenth (15th) day following such last day, commencing on the first such date to occur after the Original Effective Date; provided that all such fees shall be payable on the date on which the Commitments terminate and any such fees accruing after the date on which the Commitments terminate shall be payable on demand. Any other fees payable to any Issuing Bank pursuant to this paragraph shall be payable within ten (10) days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). Participation fees and fronting fees in respect of Letters of Credit denominated in Dollars shall be paid in Dollars, and participation fees and fronting fees in respect of Letters of Credit denominated in a Foreign Currency shall be paid in such Foreign Currency.

(c) The Company agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Company and the Administrative Agent.

(d) All fees payable hereunder shall be paid on the dates due, in Dollars (except as otherwise expressly provided in this Section 2.12) and immediately available funds, to the Administrative Agent (or to the relevant Issuing Bank, in the case of fees payable to it) for distribution, in the case of facility fees and participation fees, to the Lenders. Fees paid shall not be refundable under any circumstances. Notwithstanding anything to the contrary herein or in any other Loan Document, each Foreign Subsidiary Borrower shall severally and not jointly pay fees owed by it pursuant to this Section 2.12 and no Foreign Subsidiary Borrower shall be responsible for any other Borrower's failure to pay any fees due hereunder.

SECTION 2.13. Interest. (a) The Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate.

(b) The Loans comprising each Eurocurrency Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by any Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2% plus the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section or (ii) in the case of any other amount, 2% plus the rate applicable to ABR Loans as provided in paragraph (a) of this Section.

(d) Accrued interest on each Revolving Loan shall be payable in arrears on each Interest Payment Date for such Revolving Loan and upon termination of the Commitments; provided that (i) interest accrued pursuant to paragraph (c) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Revolving Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurocurrency Revolving Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e) All interest hereunder shall be computed on the basis of a year of 360 days, except that (i) (A) interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate and (B) interest computed by reference to the CDOR Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year) and (ii) interest for Borrowings denominated in Pounds Sterling shall be computed on the basis of a year of 365 days, and in each case of the foregoing clauses (i) and (ii) shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted LIBO Rate or LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

(f) For the purposes of the *Interest Act* (Canada) and disclosure thereunder, whenever any interest or any fee to be paid hereunder or in connection herewith by a Canadian Borrower is to be calculated on the basis of a 360-, 365- or 366-day year, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360, 365 or 366, as applicable. The rates of interest under this Agreement are nominal rates, and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement.

(g) Each Canadian Borrower acknowledges and confirms that: (i) paragraph (f) of this Section above satisfies the requirements of Section 4 of the *Interest Act* (Canada) to the extent it applies to the expression or statement of any interest payable under any Loan Document; and (ii) each Canadian Borrower is able to calculate the yearly rate or percentage of interest payable under any Loan Document based upon the methodology set out in paragraph (f) of this Section.

(h) Each Canadian Borrower agrees not to plead or assert, whether by way of defense or otherwise, in any proceeding relating to the Loan Documents, that the interest payable thereunder

and the calculation thereof has not been adequately disclosed to it, whether pursuant to Section 4 of the *Interest Act* (Canada) or any other applicable law or legal principle.

(i) If any provision of this Agreement would oblige a Canadian Borrower to make any payment of interest or other amount payable to any holder of Obligations in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by that holder of Obligations of "interest" at a "criminal rate" (as such terms are construed under the *Criminal Code* (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by that holder of Obligations of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows:

(i) first, by reducing the amount or rate of interest; and

(ii) thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid which would constitute interest for purposes of section 347 of the *Criminal Code* (Canada).

(j) Notwithstanding anything to the contrary herein or in any other Loan Document, each Foreign Subsidiary Borrower shall severally and not jointly pay interest on any Loans outstanding to it and no Foreign Subsidiary Borrower shall be responsible for any other Borrower's failure to pay any interest due hereunder.

SECTION 2.14. Alternate Rate of Interest.

(a) If at the time that the Administrative Agent shall seek to determine the applicable Screen Rate on the Quotation Day for any Interest Period for a Eurocurrency Borrowing the applicable Screen Rate shall not be available for such Interest Period and/or for the applicable currency with respect to such Eurocurrency Borrowing for any reason, and the Administrative Agent shall reasonably determine that it is not possible to determine the Interpolated Rate (which conclusion shall be conclusive and binding absent manifest error), then the Reference Bank Rate shall be the LIBO Rate (or the CDOR Rate, as applicable) for such Interest Period for such Eurocurrency Borrowing; provided that if the Reference Bank Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement; provided, further, however, that if less than two Reference Banks shall supply a rate to the Administrative Agent for purposes of determining the LIBO Rate (or the CDOR Rate, as applicable) for such Eurocurrency Borrowing, (i) if such Borrowing shall be requested in Dollars, then such Borrowing shall be made as an ABR Borrowing at the Alternate Base Rate and (ii) if such Borrowing shall be requested in any Foreign Currency, the LIBO Rate shall be equal to the rate determined by the Administrative Agent in its reasonable discretion after consultation with the Company and consented to in writing by the Required Lenders (any such rate, an "Alternative Rate"); provided, however, that (i) until such time as the applicable Alternative Rate shall be determined for the applicable Foreign Currency and so consented to by the Required Lenders, Borrowings shall not be available in such Foreign Currency and (ii) if the Alternative Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement. It is hereby understood and agreed that, notwithstanding anything to the foregoing set forth in this Section 2.14(a), if at any time the conditions set forth in Section 2.14(c)(i) or (ii) are in effect, the provisions of this Section 2.14(a) shall no longer be applicable for any purpose of determining any alternative rate of interest under this Agreement and Section 2.14(c) shall instead be applicable for all purposes of determining any alternative rate of interest under this Agreement.

(b) If prior to the commencement of any Interest Period for a Eurocurrency Borrowing:

(i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate, the LIBO Rate or the CDOR Rate, as applicable (including because the applicable Screen Rate is not available or published on a current basis), for the applicable currency and such Interest Period; or

(ii) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate, the LIBO Rate or the CDOR Rate, as applicable, for the applicable currency and such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for the applicable currency and such Interest Period;

then the Administrative Agent shall give notice thereof to the applicable Borrower and the Lenders by telephone, telecopy or electronic mail as promptly as practicable thereafter and, until the Administrative Agent notifies the applicable Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurocurrency Borrowing in the applicable currency or for the applicable Interest Period, as the case may be, shall be ineffective, (ii) if any Borrowing Request requests a Eurocurrency Borrowing in Dollars, such Borrowing shall be made as an ABR Borrowing and (iii) if any Borrowing Request requests a Eurocurrency Borrowing in a Foreign Currency, then the LIBO Rate (or the CDOR Rate, as applicable) for such Eurocurrency Borrowing shall be the applicable Alternative Rate; provided that if the circumstances giving rise to such notice affect only one Type of Borrowings, then the other Type of Borrowings shall be permitted.

(c) Notwithstanding the foregoing, if at any time the Administrative Agent determines (which determination shall be conclusive absent manifest error) that (i) the circumstances set forth in Section 2.14(b)(i) have arisen and such circumstances are unlikely to be temporary or (ii) the circumstances set forth in Section 2.14(b)(i) have not arisen but (w) the supervisor for the administrator of the applicable Screen Rate has made a public statement that the administrator of the applicable Screen Rate is insolvent (and there is no successor administrator that will continue publication of the applicable Screen Rate), (x) the administrator of the applicable Screen Rate has made a public statement identifying a specific date after which such Screen Rate will permanently or indefinitely cease to be published by it (and there is no successor administrator that will continue publication of such Screen Rate), (y) the supervisor for the administrator of the applicable Screen Rate has made a public statement identifying a specific date after which such Screen Rate will permanently or indefinitely cease to be published or (z) the supervisor for the administrator of the applicable Screen Rate or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the such Screen Rate may no longer be used for determining interest rates for loans, then the Administrative Agent and the Company shall endeavor to establish an alternate rate of interest to the LIBO Rate (or the CDOR Rate, as applicable) that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States at such time, and shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable; provided that, if such alternate rate of interest as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement. Notwithstanding anything to the contrary in Section 9.02, such amendment shall become effective without any further action or consent of any other party to this Agreement so long as the Administrative Agent shall not have received, within five (5) Business Days of the date

notice of such alternate rate of interest is provided to the Lenders (along with the amendment to this Agreement giving effect to the changes hereto in respect of such alternate rate of interest), a written notice from the Required Lenders stating that such Required Lenders object to such amendment. Until an alternate rate of interest shall be determined in accordance with this Section 2.14(c) (but, in the case of the circumstances described in clause (ii)(w), clause (ii)(x) or clause (ii)(y) of the first sentence of this Section 2.14(c), only to the extent the applicable Screen Rate for the applicable currency and such Interest Period is not available or published at such time on a current basis), (x) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurocurrency Borrowing in the applicable currency or for the applicable Interest Period, as the case may be, shall be ineffective, (y) if any Borrowing Request requests a Eurocurrency Borrowing in Dollars, such Borrowing shall be made as an ABR Borrowing and (z) if any Borrowing Request requests a Eurocurrency Borrowing in a Foreign Currency, then such request shall be ineffective.

SECTION 2.15. Increased Costs. (a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, liquidity or similar requirement (including any compulsory loan requirement, insurance charge or other assessment) against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate) or any Issuing Bank;

(ii) impose on any Lender or any Issuing Bank or the London interbank market any other condition, cost or expense (other than Taxes or UK Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein; or

(iii) subject any Recipient to any Taxes or UK Taxes on its loans, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto (other than (A) Indemnified Taxes, (B) Excluded Taxes, (C) Connection Income Taxes and (D) UK Taxes consisting of a Tax Deduction required by law to be made by a Borrower or compensated for by Section 2.18);

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, continuing, converting or maintaining any Loan or of maintaining its obligation to make any such Loan or to increase the cost to such Lender, such Issuing Bank or such other Recipient of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender, such Issuing Bank or such other Recipient hereunder, whether of principal, interest or otherwise, then the applicable Borrower will pay to such Lender, such Issuing Bank or such other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, such Issuing Bank or such other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender or any Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or such Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy and liquidity), then from

time to time the applicable Borrower will pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered.

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

(d) Failure or delay on the part of any Lender or any Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation; provided that the Company shall not be required to compensate a Lender or an Issuing Bank pursuant to this Section for any increased costs or reductions incurred more than 270 days prior to the date that such Lender or such Issuing Bank, as the case may be, notifies the Company of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 270-day period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 2.16. Break Funding Payments. In the event of (a) the payment of any principal of any Eurocurrency Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default or as a result of any prepayment pursuant to Section 2.11), (b) the conversion of any Eurocurrency Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Eurocurrency Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.11(a) and is revoked in accordance therewith) or (d) the assignment of any Eurocurrency Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Company pursuant to Section 2.20, then, in any such event, the Borrowers shall compensate each Lender for the loss, cost and expense attributable to such event. Such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for deposits in the relevant currency of a comparable amount and period from other banks in the eurocurrency market or the Canadian bank market, as applicable. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the applicable Borrower and shall be conclusive absent manifest error. The applicable Borrower shall pay such Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

SECTION 2.17. Taxes. (a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld

to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 2.17) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) Payment of Other Taxes by the Borrowers. The relevant Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for, Other Taxes.

(c) Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.17, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(d) Indemnification by the Borrowers. The relevant Borrower shall indemnify each Recipient, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the relevant Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.04(c) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) Status of Lenders. (1) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrowers and the Administrative Agent, at the time or times reasonably requested by the Borrowers or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrowers or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrowers or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrowers

or the Administrative Agent as will enable the Borrowers or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.17(f)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(i) Without limiting the generality of the foregoing, if any Borrower is a U.S. Person:

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

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to such 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 Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of such Borrower or the Administrative Agent), whichever of the following is applicable:

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

(2) in the case of a Foreign Lender claiming that its extension of credit will generate U.S. effectively connected income, executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit G-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of such Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS

Form W-8BEN or IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit G-2 or Exhibit G-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit G-4 on behalf of each such direct and indirect partner;

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

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to such Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by such Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by such Borrower or the Administrative Agent as may be necessary for such Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

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

(g) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.17 (including by the payment of additional amounts pursuant to this Section 2.17), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.17 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the indemnified

party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) Survival. Each party's obligations under this Section 2.17 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

(i) Defined Terms. For purposes of this Section 2.17, the term "Lender" includes each Issuing Bank and the term "applicable law" includes FATCA.

(j) Certain FATCA Matters. For purposes of determining withholding Taxes imposed under FATCA, the Borrowers and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) this Agreement and the Loans as not qualifying as "grandfathered obligations" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

SECTION 2.18. U.K. Tax.

(a) Unless a contrary indication appears, in this Section 2.18 a reference to "determines" or "determined" means a determination made in the absolute discretion of the person making the determination.

(b) Each Borrower shall make all payments to be made by it under a Loan Document without any Tax Deduction, unless a Tax Deduction is required by law.

(c) Each Borrower shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Administrative Agent accordingly. Similarly, a Lender shall notify the Administrative Agent on becoming so aware in respect of a payment payable to that Lender. If the Administrative Agent receives such notification from a Lender it shall notify such Borrower.

(d) If a Tax Deduction is required by law to be made by a Borrower under any Loan Document, the amount of the payment due from that Borrower shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

(e) A Borrower is not required to make an increased payment to a Lender under clause (d) above for a Tax Deduction in respect of tax imposed by the United Kingdom from a payment of interest on a Loan, if on the date on which the payment falls due:

(A) the payment could have been made to the relevant Lender without a Tax Deduction if such Lender was a Qualifying Lender, but on that date that Lender is not or has ceased to be a Qualifying Lender other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any law or any published practice or concession of any relevant taxing authority; or

(B) the relevant Lender is a Qualifying Lender solely under sub-paragraph (i)(b) of the definition of Qualifying Lender and:

1. an officer of H.M. Revenue & Customs has given (and not revoked) a direction (a "Direction") under section 931 of the ITA which relates to that payment and that Lender has received from the Borrower making the payment a certified copy of that Direction; and

2. the payment could have been made to the Lender without any Tax Deduction in the absence of that Direction; or

(C) the relevant Lender is a Treaty Lender and the Borrower making the payment is able to demonstrate that the payment could have been made to the Lender without the Tax Deduction had that Lender complied with its obligations under clause (h) below.

(D) the relevant Lender is a Qualifying Lender solely by virtue of sub-paragraph (i)(b) of the definition of Qualifying Lender and:

1. the relevant Lender has not given a Tax Confirmation to the Borrower; and

2. the payment could have been made to the Lender without any Tax Deduction if the Lender had given a Tax Confirmation to the Borrower, on the basis that the Tax Confirmation would have enabled the Borrower to have formed a reasonable belief that the payment was an "excepted payment" for the purpose of section 930 of the ITA.

(f) If a Borrower is required to make a Tax Deduction, that Borrower shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

(g) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Borrower making that Tax Deduction shall deliver to the Administrative Agent for the Lender entitled to the payment a statement under section 975 of the ITA or other evidence reasonably satisfactory to the Lender that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

(h)

(A) A Treaty Lender and each Borrower which makes a payment to which that Treaty Lender is entitled shall co-operate in completing any procedural formalities necessary for that Borrower to obtain authorization to make that payment without a Tax Deduction.

(B) Nothing in paragraph (A) above shall require a Treaty Lender to:

a. register under the HMRC DT Treaty Passport scheme;

b. apply the HMRC DT Treaty Passport scheme to any Loan if it has so registered; or

c. file Treaty forms if it has included an indication to the effect that it wishes the HMRC DT Treaty Passport scheme to apply to this Agreement in accordance

with clause (i) below and the Borrower making that payment has not complied with its obligations under clause (j) below.

(i) A Treaty Lender which holds a passport under the HMRC DT Treaty Passport scheme, and which wishes that scheme to apply to this Agreement, shall provide an indication to that effect by notifying the relevant Borrower of its scheme reference number and its jurisdiction of tax residence (and, in the case of a Treaty Lender that becomes a party to this Agreement on the Restatement Effective Date, it may provide such notification by including such details on its signature page to this Agreement).

(j) Where a Lender includes the indication described in clause (i) above the relevant Borrower shall file a duly completed form DTTP2 in respect of such Lender with HM Revenue & Customs, within 30 days of the date such Lender becomes a Lender under this Agreement or, within 30 days of the date such Borrower becomes a Borrower under this Agreement (as the case may be), and shall promptly provide the Lender with a copy of that filing.

(k) Each Borrower shall (within 3 Business Days of demand by the Administrative Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of UK Tax by that Protected Party in respect of any Loan Document.

(l) Clause (k) above shall not apply with respect to any UK Tax assessed on a Protected Party:

(A) under the law of the jurisdiction in which that Protected Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Protected Party is treated as resident for tax purposes; or

(B) under the law of the jurisdiction in which that Protected Party's facility office is located in respect of amounts received or receivable in that jurisdiction,

if that UK Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Protected Party.

(m) Furthermore, clause (k) above shall not apply to the extent a loss, liability or cost:

(A) is compensated for by an increased payment under clause (d) above; or

(B) would have been compensated for by an increased payment under clause (d) above but was not so compensated solely because one of the exclusions in clause (e) applied.

(n) A Protected Party making, or intending to make a claim under clause (k) above shall promptly notify the Agent of the event which will give, or has given, rise to the claim, following which the Administrative Agent shall notify the Borrower.

(o) A Protected Party shall, on receiving a payment from a Borrower under clause (k) above, notify the Administrative Agent.

(p) If a Borrower makes a Tax Payment and the relevant Lender determines that:

(A) a Tax Credit is attributable either to an increased payment of which that Tax Payment forms part or to that Tax Payment; and

(B) that Lender has obtained, utilized and retained that Tax Credit,

the relevant Lender shall pay an amount to the Borrower which that Lender determines will leave it (after that payment) in the same after-tax position as it would have been in had the Tax Payment not been made by such Borrower.

(q) A UK Non-Bank Lender shall promptly notify the Borrower and the Administrative Agent if there is any change in the position from that set out in the Tax Confirmation.

(r) Each Lender shall indicate to the Administrative Agent (and the Administrative Agent, upon receipt of such indication, shall inform the Borrower), which of the following categories it falls in:

(A) not a Qualifying Lender;

(B) a Qualifying Lender (other than a Treaty Lender); or

(C) a Treaty Lender.

If a Lender fails to indicate its status in accordance with this clause (r) then such Lender shall be treated for the purposes of this Agreement (including by each Borrower) as if it is not a Qualifying Lender until such time as it notifies the Administrative Agent which category applies (and the Administrative Agent, upon receipt of such notification, shall inform the Borrower).

(s) Each Borrower shall pay and, within three (3) Business Days of demand, indemnify each Credit Party against any cost, loss or liability that Credit Party incurs in relation to all stamp duty, registration and other similar UK Taxes payable in respect of any Loan Document (excluding, for the avoidance of doubt, any such UK Tax arising in connection with an assignment or transfer by that Credit Party of its rights under any Loan Document otherwise than at the request of a Borrower).

(t) All amounts set out, or expressed to be payable under a Loan Document by any party to a Credit Party which (in whole or part) constitute the consideration for a supply or supplies for VAT purposes shall be deemed to be exclusive of any VAT which is chargeable on such supply or supplies, and accordingly, subject to clause (u) below, if VAT is or becomes chargeable on any supply made by any Credit Party to any party under a Loan Document and such Credit Party is required to account to the relevant tax authority for the VAT, that party shall pay to the Credit Party (in addition to and at the same time as paying the consideration for such supply) an amount equal to the amount of such VAT (and such Credit Party shall promptly provide an appropriate VAT invoice to such party).

(u) If VAT is or becomes chargeable on any supply made by any Credit Party (the "Supplier") to any other Credit Party (the "Recipient") under a Finance Document, and any party other than the Recipient (the "Subject Party") is required by the terms of any Loan Document to pay an amount equal to the consideration for such supply to the Supplier (rather than being required to reimburse the Recipient in respect of that consideration): (A) (where the Supplier is the person required to account to the relevant tax authority for the VAT), such party shall also pay to the Supplier (in addition to and at the same time as paying such amount) an amount equal to the amount of such VAT. The Recipient will promptly pay to the Subject Party an amount equal to any credit or repayment obtained by the Recipient from the relevant tax authority which the Recipient reasonably determines is in respect of such VAT; and (B) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Subject Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT

chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.

(v) Where a Loan Document requires any party to reimburse a Credit Party for any costs or expenses, that party shall also at the same time pay and indemnify the Credit Party against all VAT incurred by the Credit Party in respect of the costs or expenses to the extent that the Credit Party reasonably determines that neither it nor any other member of any group of which it is a member for VAT purposes is entitled to credit or repayment from the relevant tax authority in respect of the VAT.

(w) Any reference in this Section 2.18 to any party shall, at any time when such party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term "representative member" to have the same meaning as in the Value Added Tax Act 1994).

(x) In relation to any supply by a Credit Party to another party under a Finance Document, if reasonably requested by such Credit Party, that party must promptly provide such Credit Party with details of that party's VAT registration and such other information as is reasonably requested in connection with such Credit Party's VAT reporting requirements in relation to such supply.

SECTION 2.19. Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

(a) Each Borrower shall make each payment or prepayment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.15, 2.16, 2.17 or 2.18, or otherwise) prior to (i) in the case of payments denominated in Dollars, 12:00 noon, New York City time and (ii) in the case of payments denominated in a Foreign Currency, 12:00 noon, Local Time, in the city of the Administrative Agent's Eurocurrency Payment Office for such currency, in each case on the date when due, in immediately available funds, without set-off, recoupment or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made (i) in the same currency in which the applicable Credit Event was made (or where such currency has been converted to euro, in euro) and (ii) to the Administrative Agent at its offices at 10 South Dearborn Street, Chicago, Illinois 60603 or, in the case of a Credit Event denominated in a Foreign Currency, the Administrative Agent's Eurocurrency Payment Office for such currency, except payments to be made directly to an Issuing Bank as expressly provided herein and except that payments pursuant to Sections 2.15, 2.16, 2.17, 2.18 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments denominated in the same currency received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. Notwithstanding the foregoing provisions of this Section, if, after the making of any Credit Event in any Foreign Currency, currency control or exchange regulations are imposed in the country which issues such currency with the result that the type of currency in which the Credit Event was made (the "Original Currency") no longer exists or any Borrower is not able to make payment to the Administrative Agent for the account of the Lenders in such Original Currency, then all payments to be made by such Borrower hereunder in such currency shall instead be made when due in Dollars in an amount equal to the Dollar Amount (as of the date of repayment) of such payment due, it being the intention of the parties hereto that the Borrowers take all risks of the imposition of any such currency control or exchange regulations.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(c) At the election of the Administrative Agent, all payments of principal, interest, LC Disbursements, fees, premiums, reimbursable expenses (including, without limitation, all reimbursement for fees and expenses pursuant to Section 9.03), and other sums payable under the Loan Documents, may be paid from the proceeds of Borrowings made hereunder whether made following a request by a Borrower (or the Company on behalf of a Borrower) pursuant to Section 2.03 or a deemed request as provided in this Section or may be deducted from any deposit account of such Borrower maintained with the Administrative Agent. Each Borrower hereby irrevocably authorizes (i) the Administrative Agent to make a Borrowing for the purpose of paying each payment of principal, interest and fees as it becomes due hereunder or any other amount due under the Loan Documents and agrees that all such amounts charged shall constitute Loans and that all such Borrowings shall be deemed to have been requested pursuant to Sections 2.03 or 2.04, as applicable and (ii) the Administrative Agent to charge any deposit account of the relevant Borrower maintained with the Administrative Agent for each payment of principal, interest and fees as it becomes due hereunder or any other amount due under the Loan Documents.

(d) If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Revolving Loans or participations in LC Disbursements resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Revolving Loans and participations in LC Disbursements and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Revolving Loans and participations in LC Disbursements of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Revolving Loans and participations in LC Disbursements; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by any Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements to any assignee or participant, other than to the Company or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation.

(e) Unless the Administrative Agent shall have received notice from the relevant Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the Issuing Banks hereunder that such Borrower will not make such payment, the Administrative Agent may assume that such Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the

Issuing Banks, as the case may be, the amount due. In such event, if such Borrower has not in fact made such payment, then each of the Lenders or each of the Issuing Banks, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or such Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation (including without limitation the Overnight Foreign Currency Rate in the case of Loans denominated in a Foreign Currency).

(f) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.06(d) or (e), 2.07(b), 2.19(e) or 9.03(c), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender and for the benefit of the Administrative Agent or the Issuing Banks to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid and/or (ii) hold any such amounts in a segregated account over which the Administrative Agent shall have exclusive control as cash collateral for, and application to, any future funding obligations of such Lender under such Sections; in the case of each of (i) and (ii) above, in any order as determined by the Administrative Agent in its discretion.

SECTION 2.20. Mitigation Obligations; Replacement of Lenders. (a) If any Lender requests compensation under Section 2.15, or if any Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17 or 2.18, 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 2.15, 2.17 or 2.18, 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 Company hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If (i) any Lender requests compensation under Section 2.15, (ii) any Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17 or 2.18 or (iii) any Lender becomes a Defaulting Lender, then the Company may, at its sole expense and effort, upon 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 9.04), all its interests, rights (other than its existing rights to payments pursuant to Sections 2.15, 2.17 or 2.18) and obligations under the Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the Company shall have received the prior written consent of the Administrative Agent (and if a Commitment is being assigned, the Issuing Banks), 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 LC Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Company (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17 or 2.18, 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 Company to require such assignment and delegation cease to apply. Each party hereto agrees that (a) an assignment

required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Company, the Administrative Agent and the assignee (or, to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and such parties are participants), and (b) the Lender required to make such assignment need not be a party thereto in order for such assignment to be effective and shall be deemed to have consented to and be bound by the terms thereof; provided that, following the effectiveness of any such assignment, the other parties to such assignment agree to execute and deliver such documents necessary to evidence such assignment as reasonably requested by the applicable Lender, provided that any such documents shall be without recourse to or warranty by the parties thereto.

SECTION 2.21. Expansion Option. The Company may from time to time elect to increase the Commitments or enter into one or more tranches of term loans (each an "Incremental Term Loan"), in each case in minimum increments of $25,000,000 so long as, after giving effect thereto, the aggregate amount of such increases and all such Incremental Term Loans does not exceed $500,000,000. The Company may arrange for any such increase or tranche to be provided by one or more Lenders (each Lender so agreeing to an increase in its Commitment, or to participate in such Incremental Term Loans, an "Increasing Lender"), or by one or more new banks, financial institutions or other entities (each such new bank, financial institution or other entity, an "Augmenting Lender"; provided that no Ineligible Institution may be an Augmenting Lender), which agree to increase their existing Commitments, or to participate in such Incremental Term Loans, or extend Commitments, as the case may be; provided that (i) each Augmenting Lender, shall be subject to the approval of the Company and the Administrative Agent and (ii) (x) in the case of an Increasing Lender, the Company and such Increasing Lender execute an agreement substantially in the form of Exhibit C hereto, and (y) in the case of an Augmenting Lender, the Company and such Augmenting Lender execute an agreement substantially in the form of Exhibit D hereto. No consent of any Lender (other than the Lenders participating in the increase or any Incremental Term Loan) shall be required for any increase in Commitments or Incremental Term Loan pursuant to this Section 2.21. Increases and new Commitments and Incremental Term Loans created pursuant to this Section 2.21 shall become effective on the date agreed by the Company, the Administrative Agent and the relevant Increasing Lenders or Augmenting Lenders, and the Administrative Agent shall notify each Lender thereof. Notwithstanding the foregoing, no increase in the Commitments (or in the Commitment of any Lender) or tranche of Incremental Term Loans shall become effective under this paragraph unless, (i) on the proposed date of the effectiveness of such increase or Incremental Term Loans, (A) the conditions set forth in paragraphs (a) and (b) of Section 4.02 shall be satisfied or waived by the Required Lenders and the Administrative Agent shall have received a certificate to that effect dated such date and executed by a Financial Officer of the Company and (B) the Company shall be in compliance (on a Pro Forma Basis) with the covenants contained in Section 6.07 and (ii) the Administrative Agent shall have received documents consistent with those delivered on the Restatement Effective Date as to the corporate power and authority of the Borrowers to borrow hereunder after giving effect to such increase or Incremental Term Loan. On the effective date of any increase in the Commitments or any Incremental Term Loans being made, (i) each relevant Increasing Lender and Augmenting Lender shall make available to the Administrative Agent such amounts in immediately available funds as the Administrative Agent shall determine, for the benefit of the other Lenders, as being required in order to cause, after giving effect to such increase and the use of such amounts to make payments to such other Lenders, each Lender's portion of the outstanding Revolving Loans of all the Lenders to equal its Applicable Percentage of such outstanding Revolving Loans, and (ii) except in the case of any Incremental Term Loans, the Borrowers shall be deemed to have repaid and reborrowed all outstanding Revolving Loans as of the date of any increase in the Commitments (with such reborrowing to consist of the Types of Revolving Loans, with related Interest Periods if applicable, specified in a notice delivered by the applicable Borrower, or the Company on behalf of the applicable Borrower, in accordance with the requirements of Section 2.03). The deemed payments made pursuant to clause (ii) of the immediately preceding sentence shall be accompanied by payment of all accrued interest on the amount prepaid and, in respect of each Eurocurrency Loan, shall be subject to indemnification by

the Borrowers pursuant to the provisions of Section 2.16 if the deemed payment occurs other than on the last day of the related Interest Periods. The Incremental Term Loans (a) shall rank pari passu in right of payment with the Revolving Loans, (b) shall not mature earlier than the Maturity Date (but may have amortization prior to such date) and (c) shall be treated substantially the same as (and in any event no more favorably than) the Revolving Loans; provided that (i) the terms and conditions applicable to any tranche of Incremental Term Loans maturing after the Maturity Date may provide for material additional or different financial or other covenants or prepayment requirements applicable only during periods after the Maturity Date and (ii) the Incremental Term Loans may be priced differently than the Revolving Loans. Incremental Term Loans may be made hereunder pursuant to an amendment or restatement (an "Incremental Term Loan Amendment") of this Agreement and, as appropriate, the other Loan Documents, executed by the Borrowers, each Increasing Lender participating in such tranche, each Augmenting Lender participating in such tranche, if any, and the Administrative Agent. The Incremental Term Loan Amendment may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent, to effect the provisions of this Section 2.21. Nothing contained in this Section 2.21 shall constitute, or otherwise be deemed to be, a commitment on the part of any Lender to increase its Commitment hereunder, or provide Incremental Term Loans, at any time.

SECTION 2.22. [Intentionally Omitted].

SECTION 2.23. Judgment Currency. If for the purposes of obtaining judgment in any court it is necessary to convert a sum due from any Borrower hereunder in the currency expressed to be payable herein (the "specified currency") into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the specified currency with such other currency at the Administrative Agent's main New York City office on the Business Day preceding that on which final, non-appealable judgment is given. The obligations of each Borrower in respect of any sum due to any Lender or the Administrative Agent hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by such Lender or the Administrative Agent (as the case may be) of any sum adjudged to be so due in such other currency such Lender or the Administrative Agent (as the case may be) may in accordance with normal, reasonable banking procedures purchase the specified currency with such other currency. If the amount of the specified currency so purchased is less than the sum originally due to such Lender or the Administrative Agent, as the case may be, in the specified currency, each Borrower agrees, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify such Lender or the Administrative Agent, as the case may be, against such loss, and if the amount of the specified currency so purchased exceeds (a) the sum originally due to any Lender or the Administrative Agent, as the case may be, in the specified currency and (b) any amounts shared with other Lenders as a result of allocations of such excess as a disproportionate payment to such Lender under Section 2.19, such Lender or the Administrative Agent, as the case may be, agrees to remit such excess to such Borrower.

SECTION 2.24. Designation of Foreign Subsidiary Borrowers. On the Restatement Effective Date, and subject to the satisfaction of the applicable conditions in Article IV hereto, the Initial Foreign Subsidiary Borrowers shall continue to be Foreign Subsidiary Borrowers party to this Agreement until the Company shall have executed and delivered to the Administrative Agent a Borrowing Subsidiary Termination with respect to any such Subsidiary, whereupon such Subsidiary shall cease to be a Foreign Subsidiary Borrower and a party to this Agreement. After the Restatement Effective Date, the Company may at any time and from time to time designate any Eligible Foreign Subsidiary as a Foreign Subsidiary Borrower by delivery to the Administrative Agent of a Borrowing Subsidiary Agreement executed by such Subsidiary and the Company and the satisfaction of the other conditions precedent set forth in Section 4.03,

and upon such delivery and satisfaction such Subsidiary shall for all purposes of this Agreement be a Foreign Subsidiary Borrower and a party to this Agreement. Each Foreign Subsidiary Borrower shall remain a Foreign Subsidiary Borrower until the Company shall have executed and delivered to the Administrative Agent a Borrowing Subsidiary Termination with respect to such Subsidiary, whereupon such Subsidiary shall cease to be a Foreign Subsidiary Borrower and a party to this Agreement. Notwithstanding the preceding sentence, no Borrowing Subsidiary Termination will become effective as to any Foreign Subsidiary Borrower at a time when any principal of or interest on any Loan to such Borrower shall be outstanding hereunder, provided that such Borrowing Subsidiary Termination shall be effective to terminate the right of such Foreign Subsidiary Borrower to make further Borrowings under this Agreement. As soon as practicable upon receipt of a Borrowing Subsidiary Agreement, the Administrative Agent shall furnish a copy thereof to each Lender.

SECTION 2.25. 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 Commitment of such Defaulting Lender pursuant to Section 2.12(a);

(b) any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VII or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 9.08 shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; second, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to any Issuing Bank hereunder; third, to cash collateralize the Issuing Banks' LC Exposure with respect to such Defaulting Lender in accordance with this Section; fourth, as the Company may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; fifth, if so determined by the Administrative Agent and the Company, to be held in a deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) cash collateralize the Issuing Banks' future LC Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with this Section; sixth, to the payment of any amounts owing to the Lenders or the Issuing Banks as a result of any judgment of a court of competent jurisdiction obtained by any Lender or the Issuing Banks against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement or under any other Loan Document; seventh, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Company as a result of any judgment of a court of competent jurisdiction obtained by the Company against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement or under any other Loan Document; and eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or LC Disbursements in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and LC Disbursements owed to, all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or LC Disbursements owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in the Borrowers' obligations corresponding to such Defaulting Lender's LC Exposure are held by the Lenders pro rata in

accordance with the Commitments without giving effect to clause (d) below. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post cash collateral pursuant to this Section shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto;

(c) 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 9.02); provided, that any amendment, waiver or other modification requiring the consent of all Lenders or all Lenders directly affected thereby shall not, except as otherwise provided in Section 9.02, require the consent of such Defaulting Lender in accordance with the terms hereof;

(d) if any LC Exposure exists at the time such Lender becomes a Defaulting Lender then:

(i) all or any part of the LC Exposure of such Defaulting Lender shall be reallocated among the non-Defaulting Lenders in accordance with their respective Applicable Percentages but only to the extent that such reallocation does not, as to any non-Defaulting Lender, cause such non-Defaulting Lender's Revolving Credit Exposure to exceed its Commitment;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Company shall within one (1) Business Day following notice by the Administrative Agent cash collateralize for the benefit of the relevant Issuing Banks only the Borrowers' obligations corresponding to such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.06(j) for so long as such LC Exposure is outstanding;

(iii) if the Company cash collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to clause (ii) above, the Borrowers shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.12(b) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is cash collateralized;

(iv) if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Section 2.12(b) shall be adjusted in accordance with such non-Defaulting Lenders' Applicable Percentages; and

(v) if all or any portion of such Defaulting Lender's LC Exposure is neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of any Issuing Bank 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 LC Exposure) and letter of credit fees payable under Section 2.12(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the relevant Issuing Banks until and to the extent that such LC Exposure is reallocated and/or cash collateralized; and

(e) so long as such Lender is a Defaulting Lender, no Issuing Bank shall 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 LC Exposure will be 100% covered by the Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Company in accordance with Section 2.25(d), and LC Exposure related to any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.25(d)(i) (and such Defaulting Lender shall not participate therein).

If (i) a Bankruptcy Event or a Bail-In Action with respect to a Lender Parent shall occur following the date hereof and for so long as such event shall continue or (ii) any Issuing Bank has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, no Issuing Bank shall be required to issue, amend or increase any Letter of Credit, unless such Issuing Bank shall have entered into arrangements with the Company or such Lender, satisfactory to such Issuing Bank to defease any risk to it in respect of such Lender hereunder.

In the event that the Administrative Agent, the Company and each Issuing Bank each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the LC Exposure 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 Applicable Percentage.

ARTICLE III

Representations and Warranties

Each Borrower represents and warrants to the Lenders that:

SECTION 3.01. Organization; Powers; Subsidiaries. Each of the Company and its Subsidiaries is duly organized, validly existing and in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing (to the extent such concept is applicable) in, every jurisdiction where such qualification is required. Schedule 3.01 hereto identifies each Subsidiary as of the Restatement Effective Date, noting whether such Subsidiary is a Significant Subsidiary, the jurisdiction of its incorporation or organization, as the case may be, the percentage of issued and outstanding shares of each class of its capital stock or other equity interests owned by the Company and the other Subsidiaries and, if such percentage is not 100% (excluding directors' qualifying shares as required by law), a description of each class issued and outstanding.

SECTION 3.02. Authorization; Enforceability. The Transactions are within each Loan Party's organizational powers and have been duly authorized by all necessary organizational actions and, if required, actions by equity holders. The Loan Documents to which each Loan Party is a party have been duly executed and delivered by such Loan Party and constitute a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. Specifically but without limitation, Section 2.13(f) satisfies the requirements of Section 4 of the *Interest Act* (Canada) to the extent it applies to the expression or statement of any interest payable under any Loan Document, and each Canadian Borrower is able to calculate the yearly rate or percentage of interest payable under any Loan Document based upon the methodology set out in such Section.

SECTION 3.03. Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect, (b) will not violate any applicable law or regulation or the charter, by-laws or other organizational documents of the Company or any of its Subsidiaries or any order of any Governmental Authority, (c) will not violate or result in a default under any indenture, agreement or other instrument binding upon the Company or any of its Subsidiaries or its assets, or give rise to a right thereunder to require any payment to be made by the Company or any of its Subsidiaries, and (d) will not result in the creation or imposition of any Lien on any asset of the Company or any of its Subsidiaries. Each Subsidiary organized under the laws of England and Wales and the Netherlands represents and warrants to the Lenders that its centre of main interest (as that term is used in Article 3(1) of the Regulation) is in its jurisdiction of incorporation and it has no Establishment in any other jurisdiction. Each Subsidiary organized under the laws of Germany represents and warrants to the Lenders that it maintains its centre of main interests (as defined in Council Regulation (EC) No 1346/2000 of 29 May 2000 on insolvency proceedings (as amended or superseded from time to time, e.g., pursuant to Regulation (EU) No 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings)) in Germany.

SECTION 3.04. Financial Condition; No Material Adverse Change. (a) The Company has heretofore furnished to the Lenders its consolidated balance sheet and statements of income, stockholders equity and cash flows (i) as of and for the fiscal year ended December 31, 2017 reported on by Ernst & Young LLP, independent public accountants, and (ii) as of and for the fiscal quarters and the portion of the fiscal year ended March 31, 2018 and June 30, 2018, certified by its chief financial officer. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the Company and its consolidated Subsidiaries as of such dates and for such period in accordance with GAAP, subject to year-end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii) above.

(b) Since December 31, 2017, there has been no material adverse change in, or a material adverse effect upon, the operations, business, properties, or financial condition of the Company and the Subsidiaries taken as a whole.

SECTION 3.05. Properties. Each of the Company and its Subsidiaries has good title to (or, in the case of real property located in Germany, it is the sole legal and beneficial (*wirtschaftlicher*) owner of), or valid leasehold interests in, all its real and personal property material to its business, except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes.

SECTION 3.06. Litigation, Environmental and Labor Matters. (a) There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of any Borrower, threatened against or affecting the Company or any of its Subsidiaries (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) that could have a material adverse effect on the rights or remedies of the Administrative Agent or the Lenders or on the ability of any Borrower to perform its obligations to them hereunder and under the other Loan Documents to which it is, or will be, a party.

(b) Except with respect to any matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, neither the Company nor any of its Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become

subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

SECTION 3.07. Compliance with Laws and Agreements. (a) Each of the Company and its Subsidiaries is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(b) No Loan Party (i) is a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (ii) engages in any dealings or transactions prohibited by Section 2 of such executive order, or is otherwise associated with any such person in any manner violative of Section 2, or (iii) is a person on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order.

(c) Each Loan Party is in compliance, in all material respects, with (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (ii) the Patriot Act. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

SECTION 3.08. Investment Company Status. No Loan Party is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

SECTION 3.09. Taxes. Each of the Company and its Subsidiaries has timely filed or caused to be filed all Tax or UK Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes and UK Taxes required to have been paid by it, except (a) Taxes or UK Taxes that are being contested in good faith by appropriate proceedings and for which the Company or such Subsidiary, as applicable, has set aside on its books adequate reserves or (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect. No Loan Party is included in a fiscal unity (*fiscale eenheid*) for Dutch corporate income tax (*vennootschapsbelasting*) or Dutch value added tax (*omzetbelasting*) purposes.

SECTION 3.10. ERISA; Non-U.S. Pension Plans. (a) No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect.

(b) Each Non-U.S. Pension Plan is in compliance with all requirements of law applicable thereto and the respective requirements of the governing documents for such plan except to the extent such non-compliance could not reasonably be expected to result in a Material Adverse Effect. With respect to each Non-U.S. Pension Plan, none of the Company, its Affiliates or any of their directors, officers, employees or agents has engaged in a transaction, or other act or omission (including entering into this Agreement and any act done or to be done in connection with this Agreement), that has subjected, or could reasonably be expected to subject, the Company or any of its Subsidiaries, directly or indirectly, to any penalty (including any tax or civil penalty), fine, claim or other liability (including any liability under a

contribution notice or financial support direction (as those terms are defined in the United Kingdom Pensions Act 2004), or any liability or amount payable under section 75 or 75A of the United Kingdom Pensions Act 1995), that could reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect and there are no facts or circumstances which may give rise to any such penalty, fine, claim, or other liability. With respect to each Non-U.S. Pension Plan, reserves have been established in the financial statements furnished to Lenders in respect of any unfunded liabilities in accordance with applicable law or, where required, in accordance with ordinary accounting practices in the jurisdiction in which such Non-U.S. Pension Plan is maintained. The aggregate unfunded liabilities with respect to such Non-U.S. Pension Plans could not reasonably be expected to result in a Material Adverse Effect before the date that, in relation to a Non-U.S. Pension Plan, (i) the entire debt is triggered under Section 75 of the United Kingdom Pensions Act 1995 or (ii) a contribution notice or financial support direction is issued in respect of such debt. There are no actions, suits or claims (other than routine claims for benefits) pending against or, to the knowledge of any Borrower, threatened against the Company or any of its Subsidiaries with respect to any Non-U.S. Pension Plan which could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

SECTION 3.11. Disclosure. The Company has disclosed (directly or through disclosure in its reports filed with the SEC) to the Lenders all agreements, instruments and corporate or other restrictions to which it or any of its Subsidiaries is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. Neither the Information Memorandum nor any of the other reports, financial statements, certificates or other information furnished by or on behalf of the Company or any Subsidiary to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, the Borrowers represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time. As of the Restatement Effective Date, to the best knowledge of the Company, the information included in the Beneficial Ownership Certification provided on or prior to the Restatement Effective Date to any Lender in connection with this Agreement is true and correct in all respects.

SECTION 3.12. Federal Reserve Regulations. No part of the proceeds of any Loan have been used or will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X.

SECTION 3.13. Liens. There are no Liens on any of the real or personal properties of the Company or any Subsidiary except for Liens permitted by Section 6.02.

SECTION 3.14. No Default. No Default or Event of Default has occurred and is continuing.

SECTION 3.15. Anti-Corruption Laws and Sanctions.

(a) The Company has implemented and maintains in effect policies and procedures designed to ensure compliance by the Company, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Company, its Subsidiaries and their respective officers and employees and to the knowledge of the Company its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects and, in the case of any Foreign Subsidiary Borrower, is not knowingly engaged in any activity that could reasonably be expected to result in such Borrower being designated as a Sanctioned Person. None of (a) the Company, any Subsidiary or to the

knowledge of the Company or such Subsidiary any of their respective directors, officers or employees, or (b) to the knowledge of the Company, any agent of the Company or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds directly or indirectly or other Transactions will violate Anti-Corruption Laws or applicable Sanctions.

(b) The representations and warranties in this Section 3.15 shall not be made by any German Borrower in so far as they would violate or expose any German Borrower or any of its Subsidiaries or any director, officer or employee thereof to any liability under any anti-boycott or blocking law, regulation or statute that is in force from time to time and applicable to such entity (including without limitation EU Regulation (EC) 2271/96 and Section 7 of the German Foreign Trade Ordinance (Verordnung zur Durchführung des Außenwirtschaftsgesetzes (*Außenwirtschaftsverordnung – AWV*))).

(c) The representations and warranties in this Section 3.15 given by any Borrower to any Lender that qualifies as a resident party domiciled in Germany (*Inländer*) within the meaning of Section 2 paragraph 15 German Foreign Trade Act (*Außenwirtschaftsgesetz*) are made only to the extent that any Lender domiciled in Germany (*Inländer*) within the meaning of Section 2 paragraph 15 German Foreign Trade Act (*Außenwirtschaftsgesetz*) would be permitted to make such undertakings pursuant to EU Regulation (EC) 2271/96 and Section 7 of the German Foreign Trade Ordinance (Verordnung zur Durchführung des Außenwirtschaftsgesetzes (*Außenwirtschaftsverordnung – AWV*).

SECTION 3.16. EEA Financial Institutions. No Borrower is an EEA Financial Institution.

ARTICLE IV

Conditions

SECTION 4.01. Restatement Effective Date. The obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02):

(a) The Administrative Agent (or its counsel) shall have received (i) from each party hereto either (A) a counterpart of this Agreement signed on behalf of such party or (B) written evidence satisfactory to the Administrative Agent (which may include telecopy or electronic transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement and (ii) duly executed copies of the Loan Documents and such other legal opinions, certificates, documents, instruments and agreements as the Administrative Agent shall reasonably request in connection with the Transactions, all in form and substance satisfactory to the Administrative Agent and its counsel and as further described in the list of closing documents attached as Exhibit E.

(b) The Administrative Agent shall have received favorable written opinions (addressed to the Administrative Agent and the Lenders and dated the Restatement Effective Date) of each of (i) Pepper Hamilton LLP, U.S. counsel for the Loan Parties, substantially in the form of Exhibit B-1, (ii) CMS Derks Star Busmann, Dutch counsel for the Loan Parties, substantially in the form of Exhibit B-2, (iii) CMS Cameron McKenna LLP, United Kingdom counsel for the Loan Parties, substantially in the form of Exhibit B-3, (iv) McCarthy Tetrault LLP, Canadian counsel for the Loan Parties, substantially in the form of Exhibit B-4 and (v) CMS Hasche Sigle, German counsel for the Loan Parties, substantially in the form of Exhibit B-5], and in each case covering

such other matters relating to the Loan Parties, the Loan Documents or the Transactions as the Administrative Agent shall reasonably request. The Company hereby requests such counsel to deliver such opinions.

(c) The Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of the initial Loan Parties, the authorization of the Transactions and any other legal matters relating to such Loan Parties, the Loan Documents or the Transactions, all in form and substance satisfactory to the Administrative Agent and its counsel and as further described in the list of closing documents attached as Exhibit E.

(d) The Administrative Agent shall have received a certificate, dated the Restatement Effective Date and signed by the President, a Vice President or a Financial Officer of the Company, confirming compliance with the conditions set forth in paragraphs (a) and (b) of Section 4.02.

(e) (i) The Administrative Agent, and any Lender that has so requested, shall have received, at least ten (10) days prior to the Restatement Effective Date, all documentation and other information regarding the Borrowers requested in connection with applicable "know your customer" and Anti-Money Laundering Laws, including the Patriot Act, to the extent requested in writing, of the Company at least ten (10) days prior to the Restatement Effective Date and (ii) to the extent any Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, at least ten (10) days prior to the Restatement Effective Date, any Lender that has requested, in a written notice to the Company at least ten (10) days prior to the Restatement Effective Date, a Beneficial Ownership Certification in relation to such Borrower, shall have received such Beneficial Ownership Certification (provided that, upon the execution and delivery by such Lender of its signature page to this Agreement, the condition set forth in this clause (e) shall be deemed to be satisfied).

(f) The Administrative Agent shall have been paid all fees and other amounts due and payable on or prior to the Restatement Effective Date, including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Company hereunder.

The Administrative Agent shall notify the Company and the Lenders of the Restatement Effective Date, and such notice shall be conclusive and binding.

SECTION 4.02. Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing, and of the Issuing Banks to issue, amend, renew or extend any Letter of Credit, is subject to the satisfaction of the following conditions:

(a) The representations and warranties of the Borrowers set forth in this Agreement shall be true and correct in all material respects (or, in the case of any representation or warranty qualified by materiality or Material Adverse Effect, in all respects) on and as of the date of such Borrowing or the date of issuance, amendment, renewal or extension of such Letter of Credit (except to the extent any such representation or warranty expressly relates to any earlier and/or specific date, in which case such representation and warranty shall be true and correct in all material respects (or, in the case of any representation or warranty qualified by materiality or Material Adverse Effect, in all respects) as of such earlier and/or specific date), as applicable.

(b) At the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Default or Event of Default shall exist.

Each Borrowing and each issuance, amendment, renewal or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Borrowers on the date thereof as to the matters specified in paragraphs (a) and (b) of this Section.

SECTION 4.03. Designation of a Foreign Subsidiary Borrower. The designation of a Foreign Subsidiary Borrower pursuant to Section 2.24 is subject to the condition precedent that the Company or such proposed Foreign Subsidiary Borrower shall have furnished or caused to be furnished to the Administrative Agent:

(a) Copies, certified by the Secretary or Assistant Secretary of such Subsidiary, of its Board of Directors' resolutions (and resolutions of other bodies, if any are deemed necessary by counsel for the Administrative Agent) approving the Borrowing Subsidiary Agreement and any other Loan Documents to which such Subsidiary is becoming a party and such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of such Subsidiary;

(b) An incumbency certificate, executed by the Secretary or Assistant Secretary of such Subsidiary, which shall identify by name and title and bear the signature of the officers of such Subsidiary authorized to request Borrowings hereunder and sign the Borrowing Subsidiary Agreement and the other Loan Documents to which such Subsidiary is becoming a party, upon which certificate the Administrative Agent and the Lenders shall be entitled to rely until informed of any change in writing by the Company or such Subsidiary;

(c) Opinions of counsel to such Subsidiary, in form and substance reasonably satisfactory to the Administrative Agent and its counsel, with respect to the laws of its jurisdiction of organization and such other matters as are reasonably requested by counsel to the Administrative Agent and addressed to the Administrative Agent and the Lenders; and

(d) Any promissory notes requested by any Lender, and any other instruments and documents reasonably requested by the Administrative Agent.

(e) Any documentation and other information related to such Subsidiary reasonably requested by the Administrative Agent or any Lender under applicable "know your customer" or similar rules and regulations, including the Patriot Act and the Beneficial Ownership Regulation.

(f) In the event a Foreign Subsidiary Borrower is organized under the laws of Germany, (i) the following constitutional documents of such Foreign Subsidiary Borrower (and, if applicable, its general partner): an electronic commercial register excerpt (not older than two (2) days), articles of association (certified by the competent commercial register), shareholders' list (certified by the competent commercial register) and any by-laws, if applicable and (ii) a copy of a resolution of the shareholders'/partners' and/or, if required by law or customary for such Foreign Subsidiary Borrower, resolutions of the management and/or supervisory board of such Foreign Subsidiary Borrower, partner's/other competent corporate body's (as applicable) meeting of each such Foreign Subsidiary Borrower approving the terms of, and the transactions contemplated by, the Borrowing Subsidiary Agreement, this Agreement and any other Loan Documents to which such Foreign Subsidiary Borrower is becoming a party and such documents and certificates as the

Administrative Agent or its counsel may reasonably request and resolving that such Subsidiary executes any such documents to which it is a party.

ARTICLE V

Affirmative Covenants

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full and all Letters of Credit shall have expired or terminated, in each case, without any pending draw, and all LC Disbursements shall have been reimbursed, the Company covenants and agrees with the Lenders that:

SECTION 5.01. Financial Statements and Other Information. The Company will furnish to the Administrative Agent and each Lender:

(a) within ninety (90) days after the end of each fiscal year of the Company (or, if earlier, by the date that the Annual Report on Form 10-K of the Company for such fiscal year would be required to be filed under the rules and regulations of the SEC, giving effect to any automatic extension available thereunder for the filing of such form), its audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by Ernst & Young LLP or other independent public accountants of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Company and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

(b) within forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year of the Company (or, if earlier, by the date that the Quarterly Report on Form 10-Q of the Company for such fiscal quarter would be required to be filed under the rules and regulations of the SEC, giving effect to any automatic extension available thereunder for the filing of such form), its consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its Financial Officers as presenting fairly in all material respects the financial condition and results of operations of the Company and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c) concurrently with any delivery of financial statements under clause (a) or (b) above, a certificate of a Financial Officer of the Company (i) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations demonstrating compliance with Section 6.07 and (iii) stating whether any change in GAAP or in the application thereof has occurred since the date of the audited financial statements referred to in Section 3.04 and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate;

(d) concurrently with any delivery of financial statements under clause (a) above, a certificate of the accounting firm that reported on such financial statements stating whether they obtained knowledge during the course of their examination of such financial statements of any Default (which certificate may be limited to the extent required by accounting rules or guidelines);

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

(f) promptly following any request therefor, (x) such other information regarding the operations, business affairs and financial condition of the Company or any Subsidiary, or compliance with the terms of this Agreement, as the Administrative Agent or any Lender (through the Administrative Agent) may reasonably request and (y) information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable "know your customer" and Anti-Money Laundering Laws, including the Patriot Act and the Beneficial Ownership Regulation.

Documents required to be delivered pursuant to clauses (a) and (b) of this Section 5.01 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which such documents are filed for public availability on the SEC's Electronic Data Gathering and Retrieval System. Notwithstanding anything contained herein, in every instance the Company shall be required to provide paper copies of the compliance certificates required by clause (c) of this Section 5.01 to the Administrative Agent.

SECTION 5.02. Notices of Material Events. The Company will furnish to the Administrative Agent and each Lender prompt written notice of the following:

(a) the occurrence of any Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting the Company or any Affiliate thereof that could reasonably be expected to result in a Material Adverse Effect; and

(c) (i) the occurrence of any ERISA Event that could reasonably be expected to result in a Material Adverse Effect or (ii) the occurrence of any of the following to the extent the same could reasonably be expected to result in a Material Adverse Effect: (A) issuance by the United Kingdom Pensions Regulator of a financial support direction or a contribution notice (as those terms are defined in the United Kingdom Pensions Act 2004) in relation to any Non-US Pension Plan, (B) any amount is due to any Non-US Pension Plan pursuant to Section 75 or 75A of the United Kingdom Pensions Act 1995 and/or (C) an amount becomes payable under section 75 or 75A of the United Kingdom Pensions Act 1995.

Each notice delivered under this Section shall be accompanied by a statement of a Financial Officer or other executive officer of the Company setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03. Existence; Conduct of Business. The Company will, and will cause each of its Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, qualifications, licenses, permits, privileges, franchises,

governmental authorizations and intellectual property rights material to the conduct of its business, and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted; provided that the foregoing shall not prohibit any merger, consolidation, Division, liquidation or dissolution permitted under this Agreement. Each Subsidiary organized under the laws of England and Wales and the Netherlands shall cause its registered office and centre of main interests (as that term is used in Article 3(1) of the Regulation) to be situated solely in its jurisdiction of incorporation and shall have an Establishment situated solely in its jurisdiction of incorporation. Each Subsidiary organized under the laws of Germany shall cause its centre of main interests (as defined in Council Regulation (EC) No 1346/2000 of 29 May 2000 on insolvency proceedings (as amended or superseded from time to time, e.g., pursuant to Regulation (EU) No 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings)) to be situated in Germany.

SECTION 5.04. Payment of Obligations. The Company will, and will cause each of its Subsidiaries to, pay its obligations under the terms of each mortgage indenture, security agreement and other debt instrument that, if not paid, could result in a Material Adverse Effect before the same shall become in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) the Company or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect. The Company will, and will cause each of its Subsidiaries to, pay and discharge all material Taxes and UK Taxes imposed upon it or its properties prior to the date on which penalties attach thereto, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) the Company or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.05. Maintenance of Properties; Insurance. The Company will, and will cause each of its Subsidiaries to, (a) keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, except where the failure to maintain such property could not reasonably be expected to result in a Material Adverse Effect and (b) maintain insurance in such amounts and against such risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations, provided that the Company and its Subsidiaries may self-insure against such risks and in such amounts as are usually self-insured by companies engaged in the same or similar businesses operating in the same or similar locations.

SECTION 5.06. Books and Records; Inspection Rights. The Company will, and will cause each of its Subsidiaries to, keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities. The Company will, and will cause each of its Subsidiaries to, permit any representatives designated by the Administrative Agent, upon reasonable prior notice, periodically (but no more frequently than annually unless an Event of Default shall be continuing) to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested. The Company acknowledges that the Administrative Agent, after exercising its rights of inspection, may prepare and distribute to the Lenders certain reports pertaining to the Company and its Subsidiaries' assets for internal use by the Administrative Agent and the Lenders.

SECTION 5.07. Compliance with Laws .

(a) The Company will, and will cause each of its Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property (including without limitation Environmental Laws), except where the failure to so comply could

not reasonably be expected to result in a Material Adverse Effect. The Company will maintain in effect and enforce policies and procedures designed to ensure compliance by the Company, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

(b) The affirmative covenants in the last sentence of Section 5.07(a) shall not be made by any German Borrower in so far as they would violate or expose any German Borrower or any of its Subsidiaries or any director, officer or employee thereof to any liability under any anti-boycott or blocking law, regulation or statute that is in force from time to time and applicable to such entity (including without limitation EU Regulation (EC) 2271/96 and Section 7 of the German Foreign Trade Ordinance (Verordnung zur Durchführung des Außenwirtschaftsgesetzes (*Außenwirtschaftsverordnung – AWV*)).

(c) The affirmative covenants in the last sentence of Section 5.07(a) given by any Borrower to any Lender that qualifies as a resident party domiciled in Germany (*Inländer*) within the meaning of Section 2 paragraph 15 German Foreign Trade Act (*Außenwirtschaftsgesetz*) are made only to the extent that any Lender domiciled in Germany (*Inländer*) within the meaning of Section 2 paragraph 15 German Foreign Trade Act (*Außenwirtschaftsgesetz*) would be permitted to make such undertakings pursuant to EU Regulation (EC) 2271/96 and Section 7 of the German Foreign Trade Ordinance (Verordnung zur Durchführung des Außenwirtschaftsgesetzes (*Außenwirtschaftsverordnung – AWV*).

SECTION 5.08. Use of Proceeds. The proceeds of the Loans will be used only to refinance the indebtedness of the Company existing on the Restatement Effective Date, finance the working capital needs, and for general corporate purposes (including acquisitions), of the Company and its Subsidiaries. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X.

SECTION 5.09. No Dutch Fiscal Unity. No Loan Party shall be included in a fiscal unity (*fiscale eenheid*) for Dutch corporate income tax (*vennootschapsbelasting*) or Dutch value added tax (*omzetbelasting*) purposes, in each case unless with the prior consent of the Administrative Agent.

ARTICLE VI

Negative Covenants

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder have been paid in full and all Letters of Credit have expired or terminated, in each case, without any pending draw, and all LC Disbursements shall have been reimbursed, the Company covenants and agrees with the Lenders that:

SECTION 6.01. Indebtedness. The Company will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Indebtedness, except:

(a) the Obligations;

(b) Indebtedness existing on the date hereof and set forth in Schedule 6.01 and extensions, renewals and replacements of any such Indebtedness with Indebtedness of a similar type that does not increase the outstanding principal amount thereof;

(c) Indebtedness of the Company to any Subsidiary and of any Subsidiary to the Company or any other Subsidiary;

(d) Guarantees by the Company of Indebtedness of any Subsidiary and by any Subsidiary of Indebtedness of the Company or any other Subsidiary;

(e) [Intentionally Omitted];

(f) (i) Indebtedness pursuant to Permitted Receivables Facilities; provided that the aggregate outstanding amount of Attributable Receivables Indebtedness thereunder shall not exceed the greater of (A) $125,000,000 and (B) 15% of Consolidated Tangible Assets of the Company and its Subsidiaries (determined by reference to the Company's most recently delivered Financials or, if prior to the date of delivery of the first Financials to be delivered pursuant hereto, the most recent financial statements referred to in Section 3.04(a)) at such time and (ii) Indebtedness owing to the Company or any other Subsidiary that is a transferor of Permitted Receivables Facility Assets in connection with a Permitted Receivables Facility to the extent such Indebtedness is on account of customary indebtedness incurred to finance a portion of the purchase price of Permitted Receivables Facility Assets in connection with such Permitted Receivables Facility;

(g) Indebtedness of the Company or any Subsidiary as an account party in respect of trade letters of credit;

(h) Indebtedness under any Swap Agreement permitted by Section 6.04;

(i) Indebtedness of the Company or any Subsidiary arising in connection with the entering into of any take-or-pay contract for supplies, packaging materials or other similar materials entered into in the ordinary course of business, consistent with the practices of the Company and its Subsidiaries prior to the Restatement Effective Date; provided that the aggregate amount payable under such take-or-pay contract shall not exceed $20,000,000;

(j) Indebtedness of the Borrowers consisting of borrowings against the cash value of COLI Policies;

(k) Indebtedness of the Company or any Subsidiary which constitutes Permitted Earn-Out Indebtedness and, unless the amount of such Indebtedness is in dispute, only to the extent that any such Permitted Earn-Out Indebtedness is paid in full within six months after the date upon which such Permitted Earn-Out Indebtedness is determinable;

(l) Indebtedness of any Subsidiary; provided that the aggregate outstanding principal amount of Indebtedness permitted by this clause (l) shall not in the aggregate exceed 15% of Consolidated Total Assets of the Company (determined by reference to the Company's most recently delivered Financials or, if prior to the date of delivery of the first Financials to be delivered pursuant hereto, the most recent financial statements referred to in Section 3.04(a)) at any time; and

(m) Permitted Qualifying Indebtedness.

SECTION 6.02. Liens. The Company will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or assign or sell any income (including accounts receivable) in respect of any thereof, except:

(a) Permitted Encumbrances;

(b) any Lien on any property or asset of the Company or any Subsidiary existing on the date hereof and set forth in Schedule 6.02; provided that (i) such Lien shall not apply to any other property or asset of the Company or any Subsidiary and (ii) such Lien shall secure only those obligations which it secures on the date hereof and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof;

(c) any Lien existing on any property or asset prior to the acquisition thereof by the Company or any Subsidiary or existing on any property or asset of any Person that becomes a Subsidiary after the date hereof prior to the time such Person becomes a Subsidiary; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, as the case may be, (ii) such Lien shall not apply to any other property or assets of the Company or any Subsidiary and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Subsidiary, as the case may be, and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof;

(d) Liens on assets acquired, constructed or improved by the Company or any Subsidiary; provided that (i) such security interests secure Indebtedness permitted by clause (e) of Section 6.01, (ii) such security interests and the Indebtedness secured thereby are incurred prior to or within ninety (90) days after such acquisition or the completion of such construction or improvement, (iii) the Indebtedness secured thereby does not exceed the cost of acquiring, constructing or improving such assets and (iv) such security interests shall not apply to any other property or assets of the Company or any Subsidiary;

(e) Liens on Permitted Receivables Facility Assets arising under Permitted Receivables Facilities;

(f) Liens arising from precautionary UCC (or other similar recording or notice statutes) financing statement filings regarding operating leases permitted pursuant to this Agreement;

(g) Liens existing on assets of a Subsidiary at the time the Company acquires such Subsidiary (so long as such Liens were not created in connection with or in contemplation of such Subsidiary's acquisition by the Company), and in an amount not to exceed 15% of Consolidated Tangible Assets of the Company (determined by reference to the Company's most recently delivered Financials or, if prior to the date of delivery of the first Financials to be delivered pursuant hereto, the most recent financial statements referred to in Section 3.04(a));

(h) Liens, if any, created by any Loan Documents;

(i) Liens arising under the general terms and conditions (*Allgemeine Geschäftsbedingungen der Banken und Sparkassen*) in relation to bank accounts held in Germany;

(j) Liens arising out of conditional sale, title retention (including extended retention of title), consignment or similar arrangements for the sale of goods;

(k) any lien required to be granted under mandatory law in favor of creditors as a consequence of a merger or a conversion permitted under this Agreement due to Section 22 and 204 of the German Reorganization Act (*Umwandlungsgesetz*); and

(l) Liens on assets of the Company and its Subsidiaries not otherwise permitted above so long as the aggregate principal amount of the Indebtedness and other obligations subject to such Liens does not at any time exceed $50,000,000.

SECTION 6.03. Fundamental Changes and Asset Sales. (a) The Company will not, and will not permit any Subsidiary to, merge into or consolidate or amalgamate with any other Person, consummate a Division as the Dividing Person, or sell, transfer, lease or otherwise dispose of (in one transaction or in a series of transactions and whether effected pursuant to a Division or otherwise) any of its assets, (including pursuant to a Sale and Leaseback Transaction), or any of the Equity Interests of any of its Subsidiaries (in each case, whether now owned or hereafter acquired), or liquidate or dissolve, except that:

(i) any Person may merge into the Company in a transaction in which the Company is the surviving corporation;

(ii) (A) any Subsidiary may merge or amalgamate with any other Subsidiary, (B) any Subsidiary may merge into or amalgamate with a Loan Party in a transaction in which the surviving entity is such Loan Party (provided that any such merger involving the Company must result in the Company as the surviving entity), (C) any Subsidiary may sell, transfer, lease or otherwise dispose of its assets to a Loan Party or (D) any Subsidiary that is an LLC may consummate a Division as the Dividing Person if, immediately upon the consummation of the Division, the assets of the applicable Dividing Person are held by one or more Subsidiaries at such time, or, with respect to assets not so held by one or more Subsidiaries, such Division, in the aggregate, would otherwise result in a Disposition permitted by Section 6.03(a)(v)(D);

(iii) any Subsidiary may sell, transfer, lease or otherwise dispose of its assets to a Loan Party;

(iv) the Company or any Subsidiary may sell Permitted Receivables Facility Assets and Permitted Receivables Related Assets under Permitted Receivables Facilities;

(v) the Company and its Subsidiaries may (A) sell inventory in the ordinary course of business, (B) effect sales, leases, trade-ins or dispositions of used equipment for value in the ordinary course of business consistent with past practice, (C) enter into licenses of technology in the ordinary course of business, and (D) make any other sales, transfers, leases or dispositions that, together with all other property of the Company and its Subsidiaries previously leased, sold or disposed of as permitted by this clause (D) during any fiscal year of the Company, does not exceed 15% of Consolidated Total Assets (determined by reference to the Company's most recently delivered Financials or, if prior to the date of delivery of the first Financials to be delivered pursuant hereto, the most recent financial statements referred to in Section 3.04(a));

(vi) any Subsidiary that is not a Loan Party may liquidate or dissolve if the Company determines in good faith that such liquidation or dissolution is in the best interests of the Company and after giving effect to such transaction, no Default shall exist;

(vii) the Company and its Subsidiaries may make Consolidated Capital Expenditures in the ordinary course of their respective businesses;

(viii) the Company and its Subsidiaries may make advances, investments and loans in and to third parties;

(ix) the Company and its Subsidiaries may make Restricted Payments;

(x) the Company and its Subsidiaries may make dispositions of assets received in connection with the bankruptcy or reorganization of suppliers and customers and in settlement of delinquent obligations of, and other disputes with, customers and suppliers arising in the ordinary course of business; and

(xi) the Company and its Subsidiaries may lease (as lessor) real or personal property not interfering with the ordinary course of business of the Company and otherwise in compliance with this Agreement.

(b) The Company will not, and will not permit any of its Subsidiaries to, engage to any material extent in any business other than (i) businesses of the type conducted by the Company and its Subsidiaries on the date of execution of this Agreement and businesses reasonably related thereto, (ii) reasonable extensions thereof and (iii) any other manufacturing business, including, without limitation, the distribution and/or resale of manufactured products and other reasonable extensions of the manufacturing business.

(c) The Company will not change its fiscal year from the basis in effect on the Restatement Effective Date.

SECTION 6.04. Speculative Swap Agreements. The Company will not, and will not permit any of its Subsidiaries to, enter into any Swap Agreement, except (a) Swap Agreements entered into to hedge or mitigate risks, including the potential purchase price of acquisitions in a foreign currency, of the Company or any Subsidiary (other than those in respect of Equity Interests of the Company or any of its Subsidiaries), and (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 or otherwise) with respect to any interest-bearing liability or investment of the Company or any Subsidiary.

SECTION 6.05. Transactions with Affiliates. The Company will not, and will not permit any of its Subsidiaries to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) at prices and on terms and conditions not less favorable to the Company or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties, (b) transactions between or among the Company and its wholly owned Subsidiaries not involving any other Affiliate (including transfers of inventory), (c) Restricted Payments, (d) Intercompany Loans, (e) each of the Company and any Subsidiary may, in the ordinary course of business, charge each other for services provided to the other, (f) the payment of reasonable and customary fees, compensation and employee benefits to directors of the Company or any Subsidiary who are not employees of the Company or any Subsidiary in the ordinary course of business, (g) any issuances of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, stock options, stock ownership or any other equity incentive plans approved by the Company's board of directors (or any committee thereof) and (h) employment and severance arrangements entered into in the ordinary course of business between the Company or any Subsidiary and any employee thereof.

SECTION 6.06. Sale and Leaseback Transactions. The Company shall not, nor shall it permit any Subsidiary to, enter into any Sale and Leaseback Transaction, other than Sale and Leaseback Transactions in respect of which the net cash proceeds received in connection therewith does not exceed

$50,000,000 in the aggregate during any fiscal year of the Company, determined on a consolidated basis for the Company and its Subsidiaries.

SECTION 6.07. Financial Covenants.

(a) Maximum Leverage Ratio. The Company will not permit the ratio (the "Leverage Ratio"), determined as of the end of each of its fiscal quarters ending on and after September 30, 2018, of (i) Consolidated Total Indebtedness to (ii) Consolidated EBITDA for the period of four (4) consecutive fiscal quarters ending with the end of such fiscal quarter, all calculated for the Company and its Subsidiaries on a consolidated basis, to be greater than 3.50 to 1.00. Notwithstanding the foregoing, the Company shall be permitted, but in no event on more than two occasions during the term of this Agreement, to allow the maximum Leverage Ratio permitted under this Section 6.07(a) to be increased to 4.00 to 1.00 for a period of four consecutive fiscal quarters (such period, an "Adjusted Covenant Period") in connection with a Qualifying Material Acquisition occurring during the first of such four fiscal quarters (and in respect of which the Company shall provide notice in writing to the Administrative Agent (for distribution to the Lenders) of such increase and a transaction description of such Qualifying Material Acquisition (including the name of the person or summary description of the assets being acquired and the approximate purchase price)), so long as the Company is in compliance on a pro forma basis with the maximum Leverage Ratio of 4.00 to 1.00 on the closing date of such Qualifying Material Acquisition immediately after giving effect (including giving effect on a pro forma basis) to such Qualifying Material Acquisition; provided that it is understood and agreed that the maximum Leverage Ratio permitted under this Section 6.07(a) shall revert to 3.50 to 1.00 as of the end of such Adjusted Covenant Period and thereafter until another Adjusted Covenant Period (if any) is elected pursuant to the terms and conditions described above.

(b) Minimum Interest Coverage Ratio. The Company will not permit the ratio (the "Interest Coverage Ratio"), determined as of the end of each of its fiscal quarters ending on and after September 30, 2018, of (i) Consolidated EBITDA to (ii) Consolidated Interest Expense, in each case for the period of four (4) consecutive fiscal quarters ending with the end of such fiscal quarter, all calculated for the Company and its Subsidiaries on a consolidated basis, to be less than 3.00 to 1.00.

SECTION 6.08. Anti-Corruption Laws and Sanctions.

(a) No Borrower will request any Borrowing or Letter of Credit, and no Borrower shall use, and the Company shall procure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Borrowing or Letter of Credit directly or indirectly (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

(b) The negative covenants in this Section 6.08 shall not be made by any German Borrower in so far as they would violate or expose any German Borrower or any of its Subsidiaries or any director, officer or employee thereof to any liability under any anti-boycott or blocking law, regulation or statute that is in force from time to time and applicable to such entity (including without limitation EU Regulation (EC) 2271/96 and Section 7 of the German Foreign Trade Ordinance (Verordnung zur Durchführung des Außenwirtschaftsgesetzes (*Außenwirtschaftsverordnung – AWV*)).

(c) The negative covenants in this Section 6.08 given by any Borrower to any Lender that qualifies as a resident party domiciled in Germany (*Inländer*) within the meaning of Section 2 paragraph 15 German Foreign Trade Act (*Außenwirtschaftsgesetz*) are made only to the extent that any Lender domiciled in Germany (*Inländer*) within the meaning of Section 2 paragraph 15 German Foreign Trade Act (*Außenwirtschaftsgesetz*) would be permitted to make such undertakings pursuant to EU Regulation (EC) 2271/96 and Section 7 of the German Foreign Trade Ordinance (Verordnung zur Durchführung des Außenwirtschaftsgesetzes (*Außenwirtschaftsverordnung – AWV*).

ARTICLE VII

Events of Default

If any of the following events ("Events of Default") shall occur:

(a) any Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) any Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this Agreement or any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five (5) Business Days;

(c) any representation or warranty made or deemed made by or on behalf of any Borrower or any Subsidiary in or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, or in any certificate required to be delivered pursuant to or in connection with this Agreement or any other Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material respect on the date when made or deemed made;

(d) any Borrower shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02, 5.03 (with respect to any Borrower's existence) or 5.08, in Article VI or in Article X;

(e) any Borrower shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in clause (a), (b) or (d) of this Article) or any other Loan Document, and such failure shall continue unremedied for a period of thirty (30) days after notice thereof from the Administrative Agent to the Company (which notice will be given at the request of any Lender);

(f) the Company or any Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable and such failure continues after the applicable grace or notice period, if any, specified in the relevant document on the date of such failure;

(g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity;

provided that this clause (g) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Company or any Significant Subsidiary or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Company or any Significant Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) the Company or any Significant Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Article, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Company or any Significant Subsidiary or for a substantial part of its assets, (iv) make a general assignment for the benefit of creditors or (v) take any action for the purpose of effecting any of the foregoing;

(j) a UK Insolvency Event shall occur in respect of any UK Relevant Entity;

(k) with respect to the Company or any Significant Subsidiary, in each case having its center of main interest (in the meaning of section 3 of the German Insolvency Code (*Insolvenzordnung*) or article 3 para. 1 of Council Regulation (EC) No. 1346/2000 of May 29, 2000 on insolvency proceedings (as amended or superseded from time to time, e.g., pursuant to Regulation (EU) No 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings)) in Germany, (i) the Company or such Significant Subsidiary is unable to pay its debts as they fall due (*zahlungsunfähig*), is over indebted (*überschuldet*), imminent illiquid (*drohende Zahlungsunfähigkeit*), or, for any reasons set out in Section 17 or 19 (inclusive) of the German Insolvency Code (*Insolvenzordnung*) or (ii) a Person making an application for the opening of insolvency proceedings for the reasons set out in sections 17 to 19 of the German Insolvency Code (*Insolvenzordnung*) (*Antrag auf Eröffnung eines Insolvenzverfahrens*) or any competent court taking actions pursuant to section 21 of the German Insolvency Code (*Insolvenzordnung*) (*Anordnung von Sicherungsmaßnahmen*) unless, in case of an application for the opening of insolvency proceedings by any Person (other than the Company, any of its Subsidiaries or its direct or indirect shareholders), such application is dismissed by the competent court (for any reason other than for lack of assets (*mangels Masse*)) or successfully withdrawn by such Person, in each case within 10 Business Days after such application;

(l) the Company or any Significant Subsidiary shall admit in writing its inability to pay its debts as they become due;

(m) one or more judgments for the payment of money in an aggregate amount in excess of $100,000,000 (excluding any amounts paid or covered by an unaffiliated insurance policy with a reputable and solvent insurance company that has not denied coverage) shall be rendered against the Company, any Significant Subsidiary or any combination thereof and the same shall remain undischarged for a period of thirty (30) consecutive days during which execution shall not be

effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of the Company or any Significant Subsidiary to enforce any such judgment;

(n) an ERISA Event shall have occurred that could reasonably be expected to result in a Material Adverse Effect;

(o) the Company or any of its Subsidiaries shall have been notified that any of them has, in relation to a Non-U.S. Pension Plan, incurred a debt or other liability under section 75 or 75A of the United Kingdom Pensions Act 1995, or has been issued with a contribution notice or financial support direction (as those terms are defined in the United Kingdom Pensions Act 2004), or otherwise is liable to pay any other amount in respect of Non-U.S. Pension Plans, in each case that could reasonably be expected to result in a Material Adverse Effect; or

(p) a Change in Control shall occur;

then, and in every such event (other than an event with respect to any Borrower described in clause (h) or (i) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Company, take any or all of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other Obligations of the Borrowers accrued hereunder and under the other Loan Documents, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by each Borrower, (iii) require cash collateral for the LC Exposure as required in Section 2.06(j), and (iv) exercise on behalf of itself, the Lenders and the Issuing Banks all rights and remedies available to it, the Lenders and the Issuing Banks under the Loan Documents and applicable law; and in case of any event with respect to any Borrower described in clause (h) or (i) of this Article, the Commitments shall automatically terminate and the principal of the Loans then outstanding and cash collateral for the LC Exposure, together with accrued interest thereon and all fees and other Obligations accrued hereunder and under the other Loan Documents, shall automatically become due and payable, and the obligation of the Company to cash collateralize the LC Exposure as provided in clause (iii) above shall automatically become effective, in each case, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by each Borrower.

ARTICLE VIII

The Administrative Agent

SECTION 8.01. Authorization and Action.

(a) Each Lender and each Issuing Bank hereby irrevocably appoints the entity named as Administrative Agent in the heading of this Agreement and its successors and assigns to serve as the administrative agent under the Loan Documents and each Lender and each Issuing Bank authorizes the Administrative Agent to take such actions as agent on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are delegated to the Administrative Agent under such agreements and to exercise such powers as are reasonably incidental thereto. Without limiting the foregoing, each Lender and each Issuing Bank hereby authorizes the Administrative Agent to execute and deliver, and to perform its obligations under, each of the Loan Documents to which the Administrative Agent is a party, and to exercise all rights, powers and remedies that the Administrative Agent may have under such Loan Documents.

(b) As to any matters not expressly provided for herein and in the other Loan Documents (including enforcement or collection), the Administrative Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the written instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, pursuant to the terms in the Loan Documents), and, unless and until revoked in writing, such instructions shall be binding upon each Lender and each Issuing Bank; provided, however, that the Administrative Agent shall not be required to take any action that (i) the Administrative Agent in good faith believes exposes it to liability unless the Administrative Agent receives an indemnification and is exculpated in a manner satisfactory to it from the Lenders and each Issuing Bank with respect to such action or (ii) is contrary to this Agreement or any other Loan Document or applicable law, including any action that may be in violation of the automatic stay under any requirement of law relating to bankruptcy, insolvency or reorganization or relief of debtors or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any requirement of law relating to bankruptcy, insolvency or reorganization or relief of debtors; provided, further, that the Administrative Agent may seek clarification or direction from the Required Lenders prior to the exercise of any such instructed action and may refrain from acting until such clarification or direction has been provided. Except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Company, any Subsidiary or any Affiliate of any of the foregoing that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity. Nothing in this Agreement shall require the Administrative Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(c) In performing its functions and duties hereunder and under the other Loan Documents, the Administrative Agent is acting solely on behalf of the Lenders and the Issuing Banks (except in limited circumstances expressly provided for herein relating to the maintenance of the Register), and its duties are entirely mechanical and administrative in nature. Without limiting the generality of the foregoing:

(i) the Administrative Agent does not assume and shall not be deemed to have assumed any obligation or duty or any other relationship as the agent, fiduciary or trustee of or for any Lender, any Issuing Bank or any other holder of Obligations other than as expressly set forth herein and in the other Loan Documents, regardless of whether a Default or an Event of Default has occurred and is continuing (and it is understood and agreed that the use of the term "agent" (or any similar term) herein or in any other Loan Document with reference to the Administrative Agent is not intended to connote any fiduciary duty or other implied (or express) obligations arising under agency doctrine of any applicable law, and that such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between contracting parties); additionally, each Lender agrees that it will not assert any claim against the Administrative Agent based on an alleged breach of fiduciary duty by the Administrative Agent in connection with this Agreement and the transactions contemplated hereby; and

(ii) nothing in this Agreement or any Loan Document shall require the Administrative Agent to account to any Lender for any sum or the profit element of any sum received by the Administrative Agent for its own account.

(d) The Administrative Agent may perform any of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed

by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any of their respective duties and exercise their respective rights and powers through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities pursuant to this Agreement. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agent except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agent.

(e) None of any Co-Syndication Agent, any Co-Documentation Agent or any Arranger shall have obligations or duties whatsoever in such capacity under this Agreement or any other Loan Document and shall incur no liability hereunder or thereunder in such capacity, but all such persons shall have the benefit of the indemnities provided for hereunder.

(f) In case of the pendency of any proceeding with respect to any Borrower under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, the Administrative Agent (irrespective of whether the principal of any Loan or any reimbursement obligation in respect of any LC Disbursement shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on any Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(i) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, LC Disbursements and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the Issuing Bank and the Administrative Agent (including any claim under Sections 2.12, 2.13, 2.15, 2.17 and 9.03) allowed in such judicial proceeding; and

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

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such proceeding is hereby authorized by each Lender, the Issuing Bank and each other holder of Obligations to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, the Issuing Banks or the other holders of Obligations, to pay to the Administrative Agent any amount due to it, in its capacity as the Administrative Agent, under the Loan Documents (including under Section 9.03). Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or any Issuing Bank any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or any Issuing Bank or to authorize the Administrative Agent to vote in respect of the claim of any Lender or any Issuing Bank in any such proceeding.

(g) The provisions of this Article VIII are solely for the benefit of the Administrative Agent, the Lenders and the Issuing Banks, and, except solely to the extent of the Company's rights to consent pursuant to and subject to the conditions set forth in this Article VIII, none of the Company or any Subsidiary, or any of their respective Affiliates, shall have any rights as a third party beneficiary under any such provisions. Each holder of Obligations, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Guarantees of the Obligations provided under the Loan Documents, to have agreed to the provisions of this Article VIII.

SECTION 8.02. Administrative Agent's Reliance, Indemnification, Etc.

(a) Neither the Administrative Agent nor any of its Related Parties shall be (i) liable for any action taken or omitted to be taken by such party, the Administrative Agent or any of its Related Parties under or in connection with this Agreement or the other Loan Documents (x) with the consent of or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents) or (y) in the absence of its own gross negligence or willful misconduct (such absence to be presumed unless otherwise determined by a court of competent jurisdiction by a final and nonappealable judgment) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Borrower 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 Administrative Agent 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 Borrower to perform its obligations hereunder or thereunder.

(b) The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof (stating that it is a "notice of default") is given to the Administrative Agent by the Company, a Lender or an Issuing Bank, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered thereunder or in connection therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document or the occurrence of any Default, (iv) the sufficiency, validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items (which on their face purport to be such items) expressly required to be delivered to the Administrative Agent or satisfaction of any condition that expressly refers to the matters described therein being acceptable or satisfactory to the Administrative Agent. Notwithstanding anything herein to the contrary, the Administrative Agent shall not be liable for, or be responsible for any claim, liability, loss, cost or expense suffered by the Company, any Subsidiary, any Lender or any Issuing Bank as a result of, any determination of the Revolving Credit Exposure, any of the component amounts thereof or any portion thereof attributable to each Lender or each Issuing Bank or any Dollar Amount thereof.

(c) Without limiting the foregoing, the Administrative Agent (i) may treat the payee of any promissory note as its holder until such promissory note has been assigned in accordance with Section 9.04, (ii) may rely on the Register to the extent set forth in Section 9.04(b), (iii) may consult with legal counsel (including counsel to the Company), independent public accountants and other experts selected by it, and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts, (iv) makes no warranty or representation to any Lender or any Issuing Bank and shall not be responsible to any Lender or any Issuing Bank for any statements, warranties or representations made by or on behalf of any Borrower in connection with this Agreement or any other Loan Document, (v) in determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or an Issuing Bank, may presume that such condition is satisfactory to such Lender or such Issuing Bank unless the Administrative Agent shall have received notice to the contrary from such Lender or such Issuing Bank sufficiently in advance of the making of such Loan or the issuance of such Letter of Credit and (vi) shall be entitled to rely on, and shall incur no liability under or in respect of this Agreement or any other Loan Document by acting upon, any notice, consent, certificate or other instrument or writing (which writing may be a fax, any electronic message, Internet or intranet website

posting or other distribution) or any statement made to it orally or by telephone and believed by it to be genuine and signed or sent or otherwise authenticated by the proper party or parties (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the maker thereof).

SECTION 8.03. Posting of Communications.

(a) The Borrowers agree that the Administrative Agent may, but shall not be obligated to, make any Communications available to the Lenders and the Issuing Banks by posting the Communications on IntraLinks™, DebtDomain, SyndTrak, ClearPar or any other electronic platform chosen by the Administrative Agent to be its electronic transmission system (the "Approved Electronic Platform").

(b) Although the Approved Electronic Platform and its primary web portal are secured with generally-applicable security procedures and policies implemented or modified by the Administrative Agent from time to time (including, as of the Restatement Effective Date, a user ID/password authorization system) and the Approved Electronic Platform is secured through a per-deal authorization method whereby each user may access the Approved Electronic Platform only on a deal-by-deal basis, each of the Lenders, the Issuing Banks and the Borrowers acknowledge and agree that the distribution of material through an electronic medium is not necessarily secure, that the Administrative Agent is not responsible for approving or vetting the representatives or contacts of any Lender that are added to the Approved Electronic Platform, and that there may be confidentiality and other risks associated with such distribution. Each of the Lenders, the Issuing Banks and the Borrowers hereby approve distribution of the Communications through the Approved Electronic Platform and understands and assumes the risks of such distribution.

(c) THE APPROVED ELECTRONIC PLATFORM AND THE COMMUNICATIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE APPLICABLE PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS, OR THE ADEQUACY OF THE APPROVED ELECTRONIC PLATFORM AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE APPROVED ELECTRONIC PLATFORM AND THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE APPLICABLE PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE APPROVED ELECTRONIC PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT, ANY ARRANGER, ANY CO-SYNDICATION AGENT OR ANY CO-DOCUMENTATION AGENT OR ANY OF THEIR RESPECTIVE RELATED PARTIES (COLLECTIVELY, "APPLICABLE PARTIES") HAVE ANY LIABILITY TO ANY BORROWER, ANY LENDER, ANY ISSUING BANK OR ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND, INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF ANY BORROWER'S OR THE ADMINISTRATIVE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET OR THE APPROVED ELECTRONIC PLATFORM.

(d) Each Lender and each Issuing Bank agrees that notice to it (as provided in the next sentence) specifying that Communications have been posted to the Approved Electronic Platform shall constitute effective delivery of the Communications to such Lender for purposes of the Loan Documents. Each Lender and each Issuing Bank agrees (i) to notify the Administrative Agent in writing (which could be in the form of electronic communication) from time to time of such Lender's or such Issuing Bank's (as applicable) email address to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such email address.

(e) Each of the Lenders, the Issuing Banks and the Company agrees that the Administrative Agent may, but (except as may be required by applicable law) shall not be obligated to, store the Communications on the Approved Electronic Platform in accordance with the Administrative Agent's generally applicable document retention procedures and policies.

(f) Nothing herein shall prejudice the right of the Administrative Agent, any Lender or any Issuing Bank to give any notice or other communication pursuant to any Loan Document in any other manner specified in such Loan Document.

SECTION 8.04. The Administrative Agent Individually. With respect to its Commitment, Loans, Letter of Credit Commitments and Letters of Credit, the Person serving as the Administrative Agent shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein for any other Lender or any Issuing Bank, as the case may be. The terms "Issuing Bank", "Lenders", "Required Lenders" and any similar terms shall, unless the context clearly otherwise indicates, include the Administrative Agent in its individual capacity as a Lender, the Issuing Bank or as one of the Required Lenders, as applicable. The Person serving as the Administrative Agent and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of banking, trust or other business with, the Company, any Subsidiary or any Affiliate of any of the foregoing as if such Person was not acting as the Administrative Agent and without any duty to account therefor to the Lenders or the Issuing Bank.

SECTION 8.05. Successor Administrative Agent.

(a) The Administrative Agent may resign at any time by giving 30 days' prior written notice thereof to the Lenders, the Issuing Banks and the Company, whether or not a successor Administrative Agent has been appointed. Upon any such resignation, the Required Lenders shall have the right to appoint a successor Administrative Agent. If no successor Administrative Agent shall have been so appointed by the Required Lenders, and shall have accepted such appointment, within 30 days after the retiring Administrative Agent's giving of notice of resignation, then the retiring Administrative Agent may, on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent, which shall be a bank with an office in New York, New York or an Affiliate of any such bank. In either case, such appointment shall be subject to the prior written approval of the Company (which approval may not be unreasonably withheld and shall not be required while an Event of Default under clause (a), (b), (h), (i), (j), (k) or (l) of Article VII has occurred and is continuing). Upon the acceptance of any appointment as Administrative Agent by a successor Administrative Agent, such successor Administrative Agent shall succeed to, and become vested with, all the rights, powers, privileges and duties of the retiring Administrative Agent. Upon the acceptance of appointment as Administrative Agent by a successor Administrative Agent, the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement and the other Loan Documents. Prior to any retiring Administrative Agent's resignation hereunder as Administrative Agent, the retiring Administrative Agent shall take such action as may be reasonably necessary to assign to the successor Administrative Agent its rights as Administrative Agent under the Loan Documents.

(b) Notwithstanding paragraph (a) of this Section, in the event no successor Administrative Agent shall have been so appointed and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its intent to resign, the retiring Administrative Agent may give notice of the effectiveness of its resignation to the Lenders, the Issuing Banks and the Company, whereupon, on the date of effectiveness of such resignation stated in such notice, (i) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (ii) the Required Lenders shall succeed to and become vested with all the rights,

powers, privileges and duties of the retiring Administrative Agent; provided that (A) all payments required to be made hereunder or under any other Loan Document to the Administrative Agent for the account of any Person other than the Administrative Agent shall be made directly to such Person and (B) all notices and other communications required or contemplated to be given or made to the Administrative Agent shall directly be given or made to each Lender and each Issuing Bank. Following the effectiveness of the Administrative Agent's resignation from its capacity as such, the provisions of this Article VIII and Section 9.03, as well as any exculpatory, reimbursement and indemnification provisions set forth in any other Loan Document, shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

SECTION 8.06. Acknowledgements of Lenders and Issuing Bank.

(a) Each Lender represents that it is engaged in making, acquiring or holding commercial loans in the ordinary course of its business and that it has, independently and without reliance upon the Administrative Agent, any Arranger or any other Lender, or any of the Related Parties of any of the foregoing, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement as a Lender, and to make, acquire or hold Loans hereunder. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent, any Arranger or any other Lender, or any of the Related Parties of any of the foregoing, and based on such documents and information (which may contain material, non-public information within the meaning of the United States securities laws concerning the Company and its Affiliates) as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

(b) Each Lender, by delivering its signature page to this Agreement on the Restatement Effective Date, or delivering its signature page to an Assignment and Assumption or any other Loan Document pursuant to which it shall become a Lender hereunder, shall be deemed to have acknowledged receipt of, and consented to and approved, each Loan Document and each other document required to be delivered to, or be approved by or satisfactory to, the Administrative Agent or the Lenders on the Restatement Effective Date.

SECTION 8.07. Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, and the Arrangers and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrowers, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of the Plan Asset Regulations) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-

23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, and the Arrangers and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrowers or any other Loan Party, that none of the Administrative Agent, or the Arrangers, any Co-Syndication Agent, any Co-Documentation Agent or any of their respective Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

(i) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is independent (within the meaning of 29 CFR § 2510.3-21, as amended from time to time) and is a bank, an insurance carrier, an investment adviser, a broker-dealer or other person that holds, or has under management or control, total assets of at least $50,000,000, in each case as described in 29 CFR § 2510.3-21(c)(1)(i)(A)-(E),

(ii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies (including in respect of the Obligations),

(iii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is a fiduciary under ERISA or the Code, or both, with respect to the Loans, the Letters of Credit, the Commitments and this Agreement and is responsible for exercising independent judgment in evaluating the transactions hereunder, and

(iv) no fee or other compensation is being paid directly to the Administrative Agent, or the Arrangers or any their respective Affiliates for investment advice (as opposed to other services) in connection with the Loans, the Letters of Credit, the Commitments or this Agreement.

(c) The Administrative Agent and each Arranger, each Co-Syndication Agent and each Co-Documentation Agent hereby informs the Lenders that each such Person is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Commitments, this Agreement and any other Loan Documents, (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, commitment fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

ARTICLE IX

Miscellaneous

SECTION 9.01. Notices. (a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(i) if to any Borrower, to it c/o the Company, 1100 Cassatt Road, Berwyn, Pennsylvania 19312, Attention of Mark S. Pave, Director, Corporate Treasury (Telecopy No. (215) 323-9351; Telephone No. (610) 889-5296) and Dalip Puri, Vice President and Treasurer (Telecopy No. (215) 323-9350; Telephone No. (610) 889-3408; with a copy (in the case of a notice of an actual or potential Default, Event of Default, non-compliance with this Agreement or any other similar matter) to (which copy shall not constitute notice): Pepper Hamilton LLP, 400 Berwyn Park, 899 Cassatt Road, Berwyn, Pennsylvania 19312-1183, Attention of Deborah Spranger, Esq., (Telecopy No. (866) 454-5857; Telephone No. (610) 640-7834);

(ii) if to the Administrative Agent, (A) in the case of Borrowings by any Borrower other than a Canadian Borrower denominated in Dollars, to JPMorgan Chase Bank, N.A., 10 South Dearborn, Floor 07, Chicago, Illinois 60603, Attention of April Yebd (Telecopy No. (888) 292-9533; jpm.agency.servicing.4@jpmchase.com), (B) in the case of Borrowings by any Borrower other than a Canadian Borrower denominated in Foreign Currencies, to J.P. Morgan Europe Limited, 25 Bank Street, Canary Wharf, London E14 5JP, Attention of The Manager, Loan & Agency Services (Telecopy No. 44 207 777 2360; loan_and_agency_london@jpmorgan.com) and (C) in the case of Borrowings by a Canadian Borrower, to JPMorgan Chase Bank, N.A., 10 South Dearborn, Floor L2S, Chicago, Illinois 60603-2300, Attention of Melissa Gillispie (Telecopy No. (844) 235-1788; cls.cad.chicago@jpmorgan.com), and in each case with a copy to JPMorgan Chase

Bank, N.A., 270 Park Avenue, 43rd Floor, New York, New York 10017, Attention of Anthony Galea (Telecopy No. (866) 682-7113);

(iii) if to JPMorgan as an Issuing Bank, to JPMorgan Chase Bank, N.A., 10 South Dearborn, Floor 07, Chicago, Illinois 60603, Attention of April Yebd (Telecopy No. (888) 292-9533), or in the case of any other Issuing Bank, to it at the address and telecopy number specified from time to time by such Issuing Bank to the Company and the Administrative Agent; and

(iv) if to any other Lender, to it at its address (or telecopy number) set forth in its Administrative Questionnaire.

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

(b) Notices and other communications to the Lenders and the Issuing Banks hereunder may be delivered or furnished by using Approved Electronic Platforms pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Article II unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Company may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto.

SECTION 9.02. Waivers; Amendments. (a) No failure or delay by the Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Banks and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver

or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Except as provided in Section 2.21 with respect to an Incremental Term Loan Amendment or as provided in Section 2.14(c), neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrowers and the Required Lenders or by the Borrowers and the Administrative Agent with the consent of the Required Lenders; provided that no such agreement shall (i) increase or extend the Commitment of any Lender without the written consent of such Lender, (ii) reduce the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce any fees or other amounts payable hereunder, without the written consent of each Lender directly affected thereby (except that neither (A) any amendment or modification of the financial covenants in this Agreement (or defined terms used in the financial covenants in this Agreement) or (B) any amendment entered into pursuant to the terms of Section 2.14(c) shall constitute a reduction in the rate of interest or fees or other amounts for purposes of this clause (ii)), (iii) postpone the scheduled date of payment of the principal amount of any Loan or LC Disbursement, or any interest thereon, or any fees or other amounts payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender directly affected thereby, (iv) change Section 2.09(c) or Section 2.19(b) or (d) in a manner that would alter the ratable reduction of Commitments or the pro rata sharing of payments required thereby, without the written consent of each Lender, (v) change the payment waterfall provisions of Section 2.25(b) without the written consent of each Lender, (vi) change any of the provisions of this Section or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender (it being understood that, solely with the consent of the parties prescribed by Section 2.21 to be parties to an Incremental Term Loan Amendment, Incremental Term Loans may be included in the determination of Required Lenders on substantially the same basis as the Commitments and the Revolving Loans are included on the Restatement Effective Date) or (vii) release the Company from its obligations under Article X without the written consent of each Lender; provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or any Issuing Bank hereunder without the prior written consent of the Administrative Agent or such Issuing Bank, as the case may be (it being understood that any change to Section 2.25 shall require the consent of the Administrative Agent and each Issuing Bank); provided further that no such agreement shall amend or modify the provisions of Section 2.06 or any letter of credit application and any bilateral agreement between the Company and any Issuing Bank regarding such Issuing Bank's Letter of Credit Commitment or the respective rights and obligations between the Company and such Issuing Bank in connection with the issuance of Letters of Credit without the prior written consent of the Administrative Agent and such Issuing Bank, respectively. Notwithstanding the foregoing, no consent with respect to any amendment, waiver or other modification of this Agreement shall be required of any Defaulting Lender, except with respect to any amendment, waiver or other modification referred to in clause (i), (ii) or (iii) of the first proviso of this paragraph and then only in the event such Defaulting Lender shall be directly affected by such amendment, waiver or other modification.

(c) Notwithstanding the foregoing, this Agreement and any other Loan Document may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrowers to each relevant Loan Document (x) to add one or more

credit facilities (in addition to the Incremental Term Loans pursuant to an Incremental Term Loan Amendment) to this Agreement and to permit extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Revolving Loans, Incremental Term Loans and the accrued interest and fees in respect thereof and (y) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders and Lenders.

(d) If, in connection with any proposed amendment, waiver or consent requiring the consent of "each Lender" or "each Lender directly affected thereby," the consent of the Required Lenders is obtained, but the consent of other necessary Lenders is not obtained (any such Lender whose consent is necessary but not obtained being referred to herein as a "Non-Consenting Lender"), then the Company may elect to replace a Non-Consenting Lender as a Lender party to this Agreement, provided that, concurrently with such replacement, (i) another bank or other entity which is reasonably satisfactory to the Company and the Administrative Agent shall agree, as of such date, to purchase for cash the Loans and other Obligations due to the Non-Consenting Lender pursuant to an Assignment and Assumption and to become a Lender for all purposes under this Agreement and to assume all obligations of the Non-Consenting Lender to be terminated as of such date and to comply with the requirements of clause (b) of Section 9.04, (ii) each Borrower shall pay to such Non-Consenting Lender in same day funds on the day of such replacement (1) all interest, fees and other amounts then accrued but unpaid to such Non-Consenting Lender by such Borrower hereunder to and including the date of termination, including without limitation payments due to such Non-Consenting Lender under Sections 2.15, 2.17 and 2.18, and (2) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under Section 2.16 had the Loans of such Non-Consenting Lender been prepaid on such date rather than sold to the replacement Lender and (iii) such Non-Consenting Lender shall have received the outstanding principal amount of its Loans and participations in LC Disbursements. Each party hereto agrees that (a) an assignment required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Company, the Administrative Agent and the assignee (or, to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and such parties are participants), and (b) the Lender required to make such assignment need not be a party thereto in order for such assignment to be effective and shall be deemed to have consented to and be bound by the terms thereof; provided that, following the effectiveness of any such assignment, the other parties to such assignment agree to execute and deliver such documents necessary to evidence such assignment as reasonably requested by the applicable Lender, provided that any such documents shall be without recourse to or warranty by the parties thereto.

(e) Notwithstanding anything to the contrary herein the Administrative Agent may, with the consent of the Borrowers only, amend, modify or supplement this Agreement or any of the other Loan Documents to cure any ambiguity, omission, mistake, defect or inconsistency.

SECTION 9.03. Expenses; Indemnity; Damage Waiver. (a) The Company shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and its Affiliates, including the reasonable and documented fees, charges and disbursements of one primary counsel for the Administrative Agent and of one counsel in each relevant jurisdiction, in connection with the syndication and distribution (including, without limitation, via the internet or through a service such as Intralinks) of the credit facilities provided for herein, the preparation and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable and documented out-of-pocket expenses incurred by any Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) if

an Event of Default occurs, all reasonable out-of-pocket expenses incurred by the Administrative Agent, any Issuing Bank or any Lender, including the reasonable fees, charges and disbursements of any counsel for the Administrative Agent, any Issuing Bank or any Lender, in connection with such Event of Default and the enforcement or protection of its rights in connection with this Agreement and any other Loan Document, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) The Company shall indemnify the Administrative Agent, each Arranger, each Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of any Loan Document or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Company or any of its Subsidiaries, or any Environmental Liability related in any way to the Company or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation, arbitration or proceeding relating to any of the foregoing, whether or not such claim, litigation, investigation, arbitration or proceeding is brought by the Company or any other Loan Party or its or their respective equity holders, Affiliates, creditors or any other third Person and whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. This Section 9.03(b) shall not apply with respect to Taxes or UK Taxes other than any Taxes or UK Taxes that represent losses or damages arising from any non-Tax or non-UK Tax claim.

(c) To the extent that the Company fails to pay any amount required to be paid by it to the Administrative Agent or any Issuing Bank under paragraph (a) or (b) of this Section, each Lender severally agrees to pay to the Administrative Agent or any Issuing Bank, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount (it being understood that the Company's failure to pay any such amount shall not relieve the Company of any default in the payment thereof); provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent or any Issuing Bank in its capacity as such.

(d) To the extent permitted by applicable law, no Borrower shall assert, and each Borrower hereby waives, any claim against any Indemnitee (i) for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet), or (ii) on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof.

(e) All amounts due under this Section shall be payable not later than fifteen (15) days after written demand therefor.

SECTION 9.04. Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of the relevant Issuing Bank that issues any Letter of Credit), except that (i) no Borrower may 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 any 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. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of the relevant Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Issuing Banks and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Persons (other than an Ineligible Institution) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments, participations in Letters of Credit and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of:

(A) the Company (provided that the Company shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within five (5) Business Days after having received notice thereof); provided, further, that no consent of the Company shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default under clause (a), (b), (h), (i), (j), (k) or (l) of Article VII has occurred and is continuing, any other assignee;

(B) the Administrative Agent; and

(C) the Issuing Banks.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, the amount of the Commitment 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 $5,000,000 unless each of the Company and the Administrative Agent otherwise consent, provided that no such consent of the Company shall be required if an Event of Default under clause (a), (b), (h), (i), (j), (k) or (l) of Article VII has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement, provided that this clause shall not be construed to prohibit the

assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent (x) an Assignment and Assumption or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and the parties to the Assignment and Assumption are participants, together with a processing and recordation fee of $3,500, such fee to be paid by either the assigning Lender or the assignee Lender or shared between such Lenders;

(D) 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 Company 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; and

(E) other than assignments to an existing Lender, assignments to Lenders that will acquire a position of the Obligations of a Dutch Borrower shall only be permitted if such person is a Dutch Non-Public Lender.

For the purposes of this Section 9.04(b), the terms "Approved Fund" and "Ineligible Institution" have the following meanings:

"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.

"Ineligible Institution" means (a) a natural person, (b) a Defaulting Lender or its Lender Parent, (c) the Company, any of its Subsidiaries or any of its Affiliates, or (d) a company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person or relative(s) thereof.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, 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 2.15, 2.16, 2.17, 2.18 and 9.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04 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 each 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 Commitment of, and principal amount (and stated interest) of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrowers, the Administrative Agent, the Issuing Banks and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Company, any Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of (x) a duly completed Assignment and Assumption executed by an assigning Lender and an assignee or (y) to the extent applicable, an agreement incorporating an Assignment and Assumption by reference pursuant to an Approved Electronic Platform as to which the Administrative Agent and the parties to the Assignment and Assumption are participants, 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; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.06(d) or (e), 2.07(b), 2.19(e) or 9.03(c), the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) Any Lender may, without the consent of, or notice to, any Borrower, the Administrative Agent or the Issuing Banks, sell participations to one or more banks or other entities (a "Participant"), other than an Ineligible Institution, in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or 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 Borrowers, the Administrative Agent, the Issuing Banks and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant. Each Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 2.18 (subject to the requirements and limitations therein, including the requirements under Section 2.17(f) (it being understood that the documentation required under Section 2.17(f) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant (A) agrees to be subject to the provisions of Sections 2.19 and 2.20 as if it were an assignee under paragraph (b) of this Section; and (B) shall not be entitled to receive any greater payment under Sections 2.15, 2.17 or 2.18, with respect to any participation, than its participating Lender would

have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Company's request and expense, to use reasonable efforts to cooperate with the Company to effectuate the provisions of Section 2.20(b) with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.19(d) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register 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 Treasury Regulations Section 5f.103-1(c) and Proposed Treasury Regulations Section 1.163-5(b) (or any amended or successor version). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) 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 without limitation any pledge or assignment to secure obligations to a Federal Reserve 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.

SECTION 9.05. Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement or any other Loan Document is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 2.15, 2.16, 2.17, 2.18 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any other Loan Document or any provision hereof or thereof.

SECTION 9.06. Counterparts; Integration; Effectiveness; Electronic Execution. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to (i) fees payable to the Administrative Agent and (ii) the reduction of the Letter of Credit Commitment of any

Issuing Bank constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format (other than signatures provided in portable document format (.pdf) solely to facilitate the effectiveness of this Agreement on the Restatement Effective Date, so long as the manually executed original counterparts of such signature are promptly provided thereafter, in such number of counterparts and by such time as is reasonably requested by the Administrative Agent) without its prior written consent.

SECTION 9.07. Severability. Any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final and in whatever currency denominated) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of any Borrower against any of and all of the Obligations held by such Lender, irrespective of whether or not such Lender shall have made any demand under the Loan Documents and although such obligations may be unmatured; provided that no amounts attributable to a Foreign Subsidiary shall be set off against, or in any way reduce, any obligation of the Company or any Domestic Subsidiary. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have. Each Lender and each Issuing Bank agrees to notify the Company and the Administrative Agent promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.

SECTION 9.09. Governing Law; Jurisdiction; Consent to Service of Process. (a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in the Borough of Manhattan (or if such court lacks subject matter jurisdiction, the Supreme Court of the State of New York sitting in the Borough of Manhattan), and any appellate court from any thereof, in any action or proceeding arising out of or

relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may (and any such claims, cross-claims or third party claims brought against the Administrative Agent or any of its Related Parties may only) be heard and determined in such Federal (to the extent permitted by law) or New York State court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that the Administrative Agent, any Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction.

(c) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Each Foreign Subsidiary Borrower irrevocably designates and appoints the Company, as its authorized agent, to accept and acknowledge on its behalf, service of any and all process which may be served in any suit, action or proceeding of the nature referred to in Section 9.09(b) in any federal or New York State court sitting in New York City. The Company hereby represents, warrants and confirms that the Company has agreed to accept such appointment. Said designation and appointment shall be irrevocable by each such Foreign Subsidiary Borrower until all Loans, all reimbursement obligations, interest thereon and all other amounts payable by such Foreign Subsidiary Borrower hereunder and under the other Loan Documents shall have been paid in full in accordance with the provisions hereof and thereof and such Foreign Subsidiary Borrower shall have been terminated as a Borrower hereunder pursuant to Section 2.24. Each Foreign Subsidiary Borrower hereby consents to process being served in any suit, action or proceeding of the nature referred to in Section 9.09(b) in any federal or New York State court sitting in New York City by service of process upon the Company as provided in this Section 9.09(d); provided that, to the extent lawful and possible, notice of said service upon such agent shall be mailed by registered or certified air mail, postage prepaid, return receipt requested, to the Company and (if applicable to) such Foreign Subsidiary Borrower at its address set forth in the Borrowing Subsidiary Agreement to which it is a party or to any other address of which such Foreign Subsidiary Borrower shall have given written notice to the Administrative Agent (with a copy thereof to the Company). Each Foreign Subsidiary Borrower irrevocably waives, to the fullest extent permitted by law, all claim of error by reason of any such service in such manner and agrees that such service shall be deemed in every respect effective service of process upon such Foreign Subsidiary Borrower in any such suit, action or proceeding and shall, to the fullest extent permitted by law, be taken and held to be valid and personal service upon and personal delivery to such Foreign Subsidiary Borrower. To the extent any Foreign Subsidiary Borrower has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether from service or notice, attachment prior to judgment, attachment in aid of execution of a judgment, execution or otherwise), each Foreign Subsidiary Borrower hereby irrevocably waives such immunity in respect of its obligations under the Loan Documents. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12. Confidentiality. Each of the Administrative Agent, the Issuing Banks and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors who need the information in connection with the Transactions (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential and not to use the Information for any purposes other than in connection with the Transactions), (b) to the extent requested by any regulatory authority (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under this Agreement or any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to any Borrower and its obligations, (g) with the consent of the Company or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, any Issuing Bank or any Lender on a nonconfidential basis from a source other than the Company. For the purposes of this Section, "Information" means all information received from the Company relating to the Company or its business, other than any such information that is available to the Administrative Agent, any Issuing Bank or any Lender on a nonconfidential basis prior to disclosure by the Company 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 Company after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN THE IMMEDIATELY PRECEDING PARAGRAPH FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE COMPANY, THE OTHER LOAN PARTIES AND THEIR RESPECTIVE 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 COMPANY OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE COMPANY, THE OTHER LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE COMPANY 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.

SECTION 9.13. USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act") hereby notifies each Loan Party that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies such Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender to identify such Loan Party in accordance with the Patriot Act. Each Borrower acknowledges that, pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and other applicable Canadian anti-money laundering, anti-terrorist financing, government sanction and "know your client" laws, the Lenders and the Administrative Agent may be required to obtain, verify and record information regarding such Borrower, its directors, authorized signing officers, direct or indirect shareholders or other Persons in Control of such Borrower, and the transactions contemplated hereby.

SECTION 9.14. Attorney Representation. If a Dutch Borrower is represented by an attorney in connection with the signing and/or execution of the Agreement and/or any other Loan Document it is hereby expressly acknowledged and accepted by the parties to the Agreement and/or any other Loan Document that the existence and extent of the attorney's authority and the effects of the attorney's exercise or purported exercise of his or her authority shall be governed by the laws of the Netherlands.

SECTION 9.15. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the NYFRB Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.16. No Fiduciary Duty, etc.

(a) Each Borrower acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that no Credit Party will have any obligations except those obligations expressly set

forth herein and in the other Loan Documents and each Credit Party is acting solely in the capacity of an arm's length contractual counterparty to such Borrower with respect to the Loan Documents and the transaction contemplated therein and not as a financial advisor or a fiduciary to, or an agent of, such Borrower or any other person. Each Borrower agrees that it will not assert any claim against any Credit Party based on an alleged breach of fiduciary duty by such Credit Party in connection with this Agreement and the transactions contemplated hereby. Additionally, each Borrower acknowledges and agrees that no Credit Party is advising such Borrower as to any legal, tax, investment, accounting, regulatory or any other matters in any jurisdiction. Each Borrower shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Credit Parties shall have no responsibility or liability to any Borrower with respect thereto.

(b) Each Borrower further acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that each Credit Party, together with its Affiliates, is a full service securities or banking firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, any Credit Party may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, such Borrower, its Subsidiaries and other companies with which such Borrower or any of its Subsidiaries may have commercial or other relationships. With respect to any securities and/or financial instruments so held by any Credit Party or any of its customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

(c) In addition, each Borrower acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that each Credit Party and its Affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which such Borrower or any of its Subsidiaries may have conflicting interests regarding the transactions described herein and otherwise. No Credit Party will use confidential information obtained from such Borrower by virtue of the transactions contemplated by the Loan Documents or its other relationships with such Borrower in connection with the performance by such Credit Party of services for other companies, and no Credit Party will furnish any such information to other companies. Each Borrower also acknowledges that no Credit Party has any obligation to use in connection with the transactions contemplated by the Loan Documents, or to furnish to such Borrower or any of its Subsidiaries, confidential information obtained from other companies.

SECTION 9.17. Several Liability. Notwithstanding anything to the contrary herein or in any other Loan Document, the Obligations of each Foreign Subsidiary Borrower are several and not joint and no Foreign Subsidiary Borrower shall be responsible for any other Borrower's failure to pay its Obligations hereunder.

SECTION 9.18. 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.

ARTICLE X

Company Guarantee

In order to induce the Lenders to extend credit to the other Borrowers hereunder, the Company hereby irrevocably and unconditionally guarantees, as a primary obligor and not merely as a surety, the payment when and as due of the Obligations of such other Borrowers. The Company further agrees that the due and punctual payment of such Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee hereunder notwithstanding any such extension or renewal of any such Obligation.

The Company waives presentment to, demand of payment from and protest to any other Borrower of any of the Obligations, and also waives notice of acceptance of its obligations and notice of protest for nonpayment. The obligations of the Company hereunder shall not be affected by (a) the failure of the Administrative Agent, any Issuing Bank or any Lender to assert any claim or demand or to enforce any right or remedy against any other Borrower under the provisions of this Agreement, any other Loan Document or otherwise; (b) any extension or renewal of any of the Obligations; (c) any rescission, waiver, amendment or modification of, or release from, any of the terms or provisions of this Agreement, or any other Loan Document or agreement; (d) any default, failure or delay, willful or otherwise, in the performance of any of the Obligations; (e) the failure of the Administrative Agent to take any steps to perfect and maintain any security interest in, or to preserve any rights to, any security or collateral for the Obligations, if any; (f) any change in the corporate, partnership or other existence, structure or ownership of any other Borrower or any other guarantor of any of the Obligations; (g) the enforceability or validity of the Obligations or any part thereof or the genuineness, enforceability or validity of any agreement relating thereto or with respect to any collateral securing the Obligations or any part thereof, or any other invalidity or unenforceability relating to or against any other Borrower or any other guarantor of any of the Obligations, for any reason related to this Agreement, any Swap Agreement, any other Loan Document, or any provision of applicable law, decree, order or regulation of any jurisdiction purporting to prohibit the payment by such other Borrower or any other guarantor of the Obligations, of any of the Obligations or otherwise affecting any term of any of the Obligations; or (h) any other act, omission or delay to do any other act which may or might in any manner or to any extent vary the risk of the Company or otherwise operate as a discharge of a guarantor as a matter of law or equity or which would impair or eliminate any right of the Company to subrogation.

The Company further agrees that its agreement hereunder constitutes a guarantee of payment when due (whether or not any bankruptcy or similar proceeding shall have stayed the accrual or collection of any of the Obligations or operated as a discharge thereof) and not merely of collection, and waives any right to require that any resort be had by the Administrative Agent, any Issuing Bank or any Lender to any balance of any deposit account or credit on the books of the Administrative Agent, any Issuing Bank or any Lender in favor of any other Borrower or any other Person.

The obligations of the Company hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, and shall not be subject to any defense or set-off, counterclaim, recoupment or termination whatsoever, by reason of the invalidity, illegality or unenforceability of any of the Obligations, any impossibility in the performance of any of the Obligations or otherwise.

The Company further agrees that its obligations hereunder shall constitute a continuing and irrevocable guarantee of all Obligations now or hereafter existing and shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation (including a payment effected through exercise of a right of setoff) is rescinded, or is or must otherwise be restored or returned by the Administrative Agent, any Issuing Bank or any Lender upon the insolvency, bankruptcy or reorganization of any other Borrower or otherwise (including pursuant to any settlement entered into by a holder of Obligations in its discretion).

In furtherance of the foregoing and not in limitation of any other right which the Administrative Agent, any Issuing Bank or any Lender may have at law or in equity against the Company by virtue hereof, upon the failure of any other Borrower to pay any Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, the Company hereby promises to and will, upon receipt of written demand by the Administrative Agent, any Issuing Bank or any Lender, forthwith pay, or cause to be paid, to the Administrative Agent, any Issuing Bank or any Lender in cash an amount equal to the unpaid principal amount of such Obligations then due, together with accrued and unpaid interest thereon. The Company further agrees that if payment in respect of any Obligation shall be due in a currency other than Dollars and/or at a place of payment other than New York, Chicago or any other Eurocurrency Payment Office and if, by reason of any Change in Law, disruption of currency or foreign exchange markets, war or civil disturbance or other event, payment of such Obligation in such currency or at such place of payment shall be impossible or, in the reasonable judgment of the Administrative Agent, any Issuing Bank or any Lender, disadvantageous to the Administrative Agent, any Issuing Bank or any Lender in any material respect, then, at the election of the Administrative Agent, the Company shall make payment of such Obligation in Dollars (based upon the Dollar Amount of such Obligation on the date of payment) and/or in New York, Chicago or such other Eurocurrency Payment Office as is designated by the Administrative Agent and, as a separate and independent obligation, shall indemnify the Administrative Agent, any Issuing Bank and any Lender against any losses or reasonable out-of-pocket expenses that it shall sustain as a result of such alternative payment.

Upon payment by the Company of any sums as provided above, all rights of the Company against any other Borrower arising as a result thereof by way of right of subrogation or otherwise shall in all respects be subordinated and junior in right of payment to the prior indefeasible payment in full in cash of all the Obligations owed by such other Borrower to the Administrative Agent, the Issuing Banks and the Lenders.

Nothing shall discharge or satisfy the liability of the Company hereunder except the full performance and payment of the Obligations.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective authorized officers as of the day and year first above written.

AMETEK, INC.,
as the Company

By /s/ Dalip Puri
Name: Dalip Puri
Title: VP and Treasurer

EMA HOLDINGS UK LIMITED,
as a Foreign Subsidiary Borrower

By /s/ B.P. Wilson
Name: B.P. Wilson
Title: Director

AMETEK HOLDINGS B.V.,
as a Foreign Subsidiary Borrower

By /s/ Alain Ponsot
Name: Alain Ponsot
Title: Managing Director A

By /s/ Jan Sabastian Donner
Name: Jan Sabastian Donner
Title: Managing Director "B"

AMETEK CANADA LIMITED PARTNERSHIP,
by its general partner, AMETEK CANADA 3 ULC,
as a Foreign Subsidiary Borrower

By /s/ Bernard G. Boulet
Name: Bernard G. Boulet
Title: Director and President

AMETEK MATERIAL ANALYSIS HOLDINGS GMBH,
as a Foreign Subsidiary Borrower

By /s/ Rolf Singendonk
Name: Rolf Singendonk
Title: Managing Director

JPMORGAN CHASE BANK, N.A., individually as a Lender, as an Issuing Bank and as Administrative Agent

By /s/ Anthony Galea
Name: Anthony Galea
Title: Executive Director

Jurisdiction of tax residence: United States of America
Treaty Passport scheme reference number: 13/M/0268710/DTTP

BANK OF AMERICA, N.A., individually as a Lender, as an Issuing Bank and as a Co-Syndication Agent

By /s/ Kevin Dobosz
Name: Kevin Dobosz
Title: Senior Vice President

Jurisdiction of tax residence: United States
Treaty Passport scheme reference number: 13/B/7418/DTTP

PNC BANK, NATIONAL ASSOCIATION,
individually as a Lender, as an Issuing Bank and as a Co-Syndication Agent

By /s/ Heidi S. Bahmueller
Name: Heidi S. Bahmueller
Title: Vice President

Jurisdiction of tax residence: USA
Treaty Passport scheme reference number: 13/P/63904/DTTP

SUNTRUST BANK, individually as a Lender, as an Issuing Bank and as a Co-Syndication Agent

By /s/ Jared Cohen
Name: Jared Cohen
Title: Vice President

Jurisdiction of tax residence: United States
Treaty Passport scheme reference number: 13/S/67712/DTTP

WELLS FARGO BANK, NATIONAL ASSOCIATION, individually as a Lender, as an Issuing Bank and as a Co-Syndication Agent

By /s/ Mark H. Halldorson
Name: Mark H. Halldorson
Title: Director

Jurisdiction of tax residence: United States
Treaty Passport scheme reference number: 013/W/61173/DTTP

U.S. BANK NATIONAL ASSOCIATION, as a Lender
and as a Co-Documentation Agent

By /s/ Paul F. Johnson
Name: Paul F. Johnson
Title: Vice President

Jurisdiction of tax residence: United States of America
Treaty Passport scheme reference number:
13/U/62184/DTTP

MIZUHO BANK (USA)., as a Lender
and as a Co-Documentation Agent

By /s/ Tracy Rahn
Name: Tracy Rahn
Title: Executive Director

Jurisdiction of tax residence: Japan
Treaty Passport scheme reference number:
43/M/274822/DTTP

BNP PARIBAS, as a Lender
and as a Co-Documentation Agent

By /s/ Emma Petersen
Name: Emma Petersen
Title: Director

By /s/ Nader Tannous
Name: Nader Tannous
Title: Managing Director

Jurisdiction of tax residence: France
Treaty Passport scheme reference number:
5/B/255139/DTTP

NATIONAL WESTMINSTER BANK, PLC as a Lender
and as a Co-Documentation Agent

By /s/ Stephen A. Simpson
Name: Stephen A. Simpson
Title: Director, Structured Finance

Jurisdiction of tax residence: United Kingdom
Treaty Passport scheme reference number:

COMMERZBANK AG, New York Branch, as a Lender
and as a Co-Documentation Agent

By /s/ Michael Ravelo
Name: Michael Ravelo
Title: Managing Director

By /s/ Anne Culver
Name: Anne Culver
Title: Vice President

Jurisdiction of tax residence: Germany
Treaty Passport scheme reference number: 7/C/25382/DTTP

The undersigned Departing Lender hereby acknowledges and agrees that, from and after the Restatement Effective Date, it is no longer a party to the Existing Credit Agreement or any of the "Loan Documents" (as defined therein) and is not a party to this Agreement other than for the sole purpose of provisions of Section 1.07 expressly applicable to it.

MUFG BANK, LTD. (f/k/a The Bank of Tokyo-Mitsubishi UFJ, Ltd.)

By /s/ Stephen Hall
Name: Stephen Hall
Title: Director

The undersigned Departing Lender hereby acknowledges and agrees that, from and after the Restatement Effective Date, it is no longer a party to the Existing Credit Agreement or any of the "Loan Documents" (as defined therein) and is not a party to this Agreement other than for the sole purpose of provisions of Section 1.07 expressly applicable to it.

CITIZENS BANK OF PENNSYLVANIA

By /s/ William J. O'Meara
Name: William J. O'Meara
Title: Vice President

The undersigned Departing Lender hereby acknowledges and agrees that, from and after the Restatement Effective Date, it is no longer a party to the Existing Credit Agreement or any of the "Loan Documents" (as defined therein) and is not a party to this Agreement other than for the sole purpose of provisions of Section 1.07 expressly applicable to it.

SANTANDER BANK, N.A.

By /s/ Daniel Vereb
Name: Daniel Vereb
Title: SVP

The undersigned Departing Lender hereby acknowledges and agrees that upon its receipt of all amounts due and payable to it with to its Existing Loans, from and after the Restatement Effective Date, it is no longer a party to the Existing Credit Agreement or any of the "Loan Documents" (as defined therein) and is not a party to this Agreement other than for the sole purpose of provisions of Section 1.07 expressly applicable to it.

THE BANK OF NEW YORK MELLON

By /s/ Daniel Koller
Name: Daniel Koller
Title: Vice President

The undersigned Departing Lender hereby acknowledges and agrees that, from and after the Restatement Effective Date, it is no longer a party to the Existing Credit Agreement or any of the "Loan Documents" (as defined therein) and is not a party to this Agreement other than for the sole purpose of provisions of Section 1.07 expressly applicable to it.

KEYBANK NATIONAL ASSOCIATION

By /s/ Suzannah Valdivia
Name: Suzannah Valdivia
Title: Senior Vice President

SCHEDULE 2.01A

COMMITMENTS

LENDER	COMMITMENT
JPMORGAN CHASE BANK, N.A.	$ 200,000,000
BANK OF AMERICA, N.A.	$ 200,000,000
PNC BANK, NATIONAL ASSOCIATION	$ 200,000,000
SUNTRUST BANK	$ 200,000,000
WELLS FARGO BANK, NATIONAL ASSOCIATION	$ 200,000,000
U.S. BANK NATIONAL ASSOCIATION	$ 100,000,000
MIZUHO BANK (USA)	$ 100,000,000
BNP PARIBAS	$ 100,000,000
NATIONAL WESTMINSTER BANK PLC	$ 100,000,000
COMMERZBANK AG, NEW YORK BRANCH	$ 100,000,000
AGGREGATE COMMITMENT	**$1,500,000,000**

SCHEDULE 2.01B

LETTER OF CREDIT COMMITMENTS

LENDER	COMMITMENT
JPMORGAN CHASE BANK, N.A.	$ 25,000,000
BANK OF AMERICA, N.A.	$ 25,000,000
PNC BANK, NATIONAL ASSOCIATION	$ 50,000,000
SUNTRUST BANK	$ 25,000,000
WELLS FARGO BANK, NATIONAL ASSOCIATION	$ 25,000,000

Schedule 2.06
Existing Letters of Credit

Schedule 3.01
Subsidiaries of Ametek, Inc.

AS OF OCTOBER 18, 2018

Name of Subsidiary and name under which it does business	State or other jurisdiction of incorporation or organization	Percentage of voting securities owned by its immediate parent*
Advanced Measurement Technology, Inc.	Delaware	100%
Sunpower, Inc.	Delaware	100%
AIP/MPM Funding, Inc.	Delaware	100%
AIP/MPM Holdings, Inc.	Delaware	100%
Micro-Poise Measurement Systems, LLC	Delaware	100%
Akron Standard Bestry (Guangzhou) Measurement Equipment Co., Ltd.	China	50%
QM China Holding Inc.	Delaware	100%
Micro-Poise Industrial Equipment (Beijing) Ltd.	China	100%
AMETEK (Bermuda), Ltd.	Bermuda	100%
AMETEK Canada, LLC	Delaware	100%
AMETEK Canada 1 ULC	Canada	100%
AMETEK Canada 2 ULC.	Canada	100%
AMETEK Creaform Financing, L.P.	Delaware	99.90%
AMETEK Financing Canada Limited Partnership	Canada	99.90%
AMETEK Creaform Inc.	Canada	100%
AMETEK Canada 3 ULC	Canada	100%
AMETEK Canada Limited Partnership	Canada	99.90%
Creaform Inc.	Canada	100%
Creaform Shanghai Ltd.	China	100%
Creaform France S.A.S.	France	100%
AMETEK Receivables Corp.	Delaware	100%
AMETEK Thermal Systems, Inc.	Delaware	100%
AMETEK TMS, Inc.	Delaware	100%
AMETEK Arizona Instrument LLC	Arizona	100%
Chandler Instruments Company, L.L.C.	Texas	100%
Grabner Instruments Messtechnik Gesellschaft m.b.H.	Austria	56%
Petrolab, L.L.C.	Delaware	100%
CS Holdings Co., Inc.	Delaware	100%
CS Intermediate Holdings Co., Inc.	Delaware	100%
Controls Southeast, Inc.	North Carolina	100%
EDAX, Inc.	Delaware	100%
AMETEK B.V.	Netherlands	100%
EMA Corp.	Delaware	98.43%
Amekai (BVI) Ltd.	British Virgin Islands	50%
AMETEK Aerospace, LLC	Delaware	100%
AMETEK AP, LLC	California	100%
AMETEK Aerospace & Power Holdings, Inc.	Delaware	100%
AMETEK Advanced Industries, Inc.	Delaware	100%
AMETEK Aircraft Parts & Accessories, Inc.	Delaware	100%
AMETEK Ameron, LLC	Delaware	100%
AMETEK HSA, Inc.	Delaware	100%
AMETEK MRO Florida, Inc.	Delaware	100%
Drake Air, Inc.	Oklahoma	100%
AMETEK Programmable Power, Inc.	Delaware	100%
VTI Instruments Private Limited	India	99.999%
VTI Integrated Systems Private Limited	India	99.89%
ESP Holdco, Inc.	Delaware	100%
Electronic Systems Protection, Inc.	Delaware	100%
Powervar, Inc	Illinois	100%
Powervar Canada Inc.	Canada	100%

Powervar Deutschland GmbH	Germany	100%
Powervar Mexico S.A. de C.V.	Mexico	99.998%
Southern Aero Partners, Inc.	Oklahoma	100%
AMETEK CTS US, Inc.	New York	100%
Forza Silicon Corporation	California	100%
AMETEK EMG Holdings, Inc.	Delaware	100%
Avicenna Technology, Inc.	Minnesota	100%
Coining, Inc.	Delaware	100%
Dunkermotoren USA Inc.	Delaware	100%
Hamilton Precision Metals, Inc.	Delaware	100%
Hamilton Precision Metals of Delaware, Inc.	Delaware	100%
HCC Industries, Inc.	Delaware	100%
AMETEK Ceramics, Inc.	Delaware	100%
Glasseal Products, Inc.	New Jersey	100%
Sealtron, Inc.	Delaware	100%
HCC Aegis, Inc.	Delaware	100%
HCC Industries International	California	100%
HCC Machining Company, Inc.	Delaware	100%
Hermetic Seal Corporation	Delaware	100%
KBA Enterprises, Inc.	Delaware	100%
Reading Alloys, Inc.	Pennsylvania	100%
RAI Enterprises, Inc.	Delaware	100%
SCPH Holdings, Inc.	Delaware	100%
AMETEK SCP, Inc.	Rhode Island	100%
AMETEK SCP (Barrow) Limited	United Kingdom	100%
Technical Services for Electronics, Inc.	Minnesota	100%
AMETEK Grundbesitz GmbH	Germany	100%
AMETEK Haydon Kerk, Inc.	Delaware	100%
Tritex Corporation	Delaware	100%
Haydon Kerk Motion Solutions, Inc.	Massachusetts	100%
AMETEK International C.V.	Netherlands	87.72%
AMETEK Holdings B.V.	Netherlands	100%
AMETEK Denmark A/S	Denmark	100%
AMETEK European Holdings GmbH	Germany	100%
AMETEK Italia S.r.l.	Italy	100%
AMETEK Holdings de Mexico, S. de R.L.	Mexico	50%
AMETEK Latin America Holding Company S.à r.l.	Luxembourg	100%
AMETEK Mexico Holding Company, LLC	Delaware	100%
AMETEK Lamb Motores de Mexico, S. de R.L. de C.V.	Mexico	99.99%
AMETEK do Brasil Ltda.	Brazil	99%
AMETEK Europe L.L.C.	Delaware	100%
AMETEK UK Limited Partnership	United Kingdom	96.9%
AMETEK (Barbados) SRL	Barbados	100%
AMETEK European Holdings Limited	United Kingdom	100%
AMETEK Elektromotory, s.r.o	Czech Republic	99.97%
AMETEK Singapore Private Ltd.	Singapore	100%
Amekai Singapore Private Ltd.	Singapore	50%
Amekai Meter (Xiamen) Co., Ltd.	China	100%
Amekai Taiwan Co., Ltd.	Taiwan	50%
AMETEK Commercial Enterprise Shanghai	China	100%
AMETEK Engineered Materials Sdn. Bhd.	Malaysia	100%

AMETEK Instruments India Private Limited	India	100%
AMETEK Motors Asia Pte. Ltd.	Singapore	100%
AMETEK Industrial Technology (Shanghai) Co., Ltd.	China	100%
Haydon Linear Motors (Changzhou) Co., Ltd.	China	100%
AMETEK Global Tubes, LLC	Delaware	100%
Tubes Holdco Limited	United Kingdom	100%
Fine Tubes Limited	United Kingdom	100%
Superior Tube Company, Inc.	Pennsylvania	100%
EMA Holdings UK Limited	United Kingdom	100%
AMETEK Aerospace & Defense Group UK Ltd	United Kingdom	100%
AEM Limited	United Kingdom	100%
AMETEK Airtechnology Group Limited.	United Kingdom	100%
Airtechnology Pension Trustees Limited	United Kingdom	100%
Muirhead Aerospace Limited	United Kingdom	100%
AMETEK Instruments Group UK Limited	United Kingdom	100%
AMETEK (GB) Limited	United Kingdom	100%
Powervar Limited	United Kingdom	100%
Taylor Hobson Limited	United Kingdom	100%
Taylor Hobson Trustees Limited	United Kingdom	100%
Solartron Metrology Limited	United Kingdom	100%
AMETEK Kabushiki Kaisha	Japan	100%
AMETEK Material Analysis Holdings GmbH	Germany	100%
AMETEK Holdings SARL	France	74%
Antavia SAS	France	100%
CAMECA SAS	France	96.15%
AMETEK GmbH	Germany	31.99%
AMETEK Nordic AB	Sweden	100%
Zygo Germany GmbH	Germany	41.36%
AMETEK Germany GmbH	Germany	100%
AMETEK Korea Co., Ltd.	Korea	100%
CAMECA Instruments, Inc.	New York	100%
Direl Holding GmbH	Germany	100%
Direl GmbH	Germany	100%
Dunkermotoren GmbH	Germany	100%
AMETEK d.o.o. Subotica.	Serbia	100%
Dunkermotoren Taicang Co., Ltd.	China	100%
Motec GmbH	Germany	100%
Motec Nordic ApS	Denmark	100%
Motec France S.A.S.	France	100%
Motec Asia Limited	Hong Kong	100%
RETE Holding GmbH	Switzerland	100%
AMETEK CTS GmbH	Switzerland	100%
AMETEK CTS Europe GmbH	Germany	100%
Frameflair Limited	United Kingdom	100%
Milmega Limited	United Kingdom	100%
SPECTRO Analytical Instruments GmbH	Germany	100%
AMETEK Hong Kong Private Limited	Hong Kong	100%
SPECTRO Analytical Instruments, Inc.	Delaware	100%
SPECTRO Analytical Instruments (Pty) Ltd	South Africa	100%

OOO “AMETEK”	Russia	99%
AMETEK Russia (UK) Limited	United Kingdom	100%
AMETEK S.A.S.	France	76.7%
AMETEK S.r.l.	Italy	70%
EMA Finance 1 LLC	Delaware	100%
EMA Finance 2 LLC	Delaware	100%
Land Instruments International Ltd.	United Kingdom	100%
Nu Instruments Limited	United Kingdom	100%
Nu Instruments Asia Ltd.	Hong Kong	100%
Nu Instruments (Beijing) Co. Ltd.	China	100%
Taylor Hobson Inc.	Delaware	100%
EMA MX, LLC	Delaware	100%
AMETEK Finland Oy	Finland	100%
AMETEK PIP Holdings, Inc.	Delaware	100%
AMETEK Land, Inc.	Delaware	100%
AMETEK Precitech, Inc.	Delaware	100%
AMETEK (Thailand) Co., Ltd.	Thailand	99.999%
Creaform U.S.A. Inc.	Delaware	100%
Crystal Engineering Corporation	California	100%
NewAge Testing Instruments, Inc.	Pennsylvania	100%
Patriot Sensors & Controls Corporation	Delaware	100%
Reichert, Inc.	Delaware	100%
SSH Non-Destructive Testing, Inc.	Delaware	100%
Amptek, Inc.	Delaware	100%
Technical Manufacturing Corporation	Delaware	100%
AMETEK VIS-K, Inc.	Delaware	100%
Atlas Material Holdings Corporation	Delaware	100%
Atlas Material Testing Technology L.L.C.	Delaware	100%
Atlas Netherlands AcquisitionCo Coöperatief U.A.	Netherlands	99.99%
Atlas Material Testing Technology GmbH	Germany	100%
Atlas Material Testing Technology BV	Netherlands	100%
Atlas Material Testing Technology (India) Private Limited	India	100%
EMA Holdings, LLC	Delaware	100%
MCG Acquisition Corporation	Minnesota	100%
TPM Russia, Inc.	Delaware	100%
Zygo Corporation	Delaware	100%
AMETEK Taiwan Co. Ltd.	Taiwan	50.5%
Six Brookside Drive Corporation.	Connecticut	100%
Zemetrics, Inc.	Delaware	100%
Zygo Pte Ltd.	Singapore	100%
ZygoLamda Metrology Instrument (Shanghai) Co., Ltd.	China	100%
Zygo Richmond Corporation	Delaware	100%
FMH Intermediate LLC	Delaware	100%
FMH Holdings Corp.	Delaware	100%
FMH Aerospace Corp.	California	100%
MOCON, Inc	Minnesota	100%
MOCON Europe Sàrl	Luxembourg	100%
MOCON Europe A/S	Denmark	100%
AMETEK Instrumentos, S.L.	Spain	100%
MOCON (Shanghai) Trading Co., Ltd.	China	100%
O’Brien Superior Holding Co., Inc.	Delaware	100%

O'Brien Holding Co., Inc.	Delaware	100%
OBCORP LLC.	Missouri	100%
OBCORP International LLC	Missouri	100%
CARDINALUHP LLC	Missouri	100%
Universal Analyzers Inc.	Nevada	100%
Rauland-Borg (Canada) Inc.	Canada	100%
Rauland-Borg Corporation	Illinois	100%
Modern Field Holdings, Inc.	British Virgin Islands	7.6%
Rauland-Borg Corporation of Florida	Delaware	100%
Responder Systems Corporation	California	100%
Rotron Incorporated	New York	100%
AMETEK Technical & Industrial Products, Inc.	Minnesota	51.9%
Seiko EG&G Co. Ltd.	Japan	49%
Solidstate Controls, LLC	Delaware	100%
HDR Power Systems, LLC	Delaware	100%
Solidstate Controls, Inc. de Argentina S.R.L.	Argentina	90%
Solidstate Controls Mexico, S.A. de C.V.	Mexico	99.998%
Sound Com Corporation	Ohio	100%
Vision Research, Inc.	Delaware	100%
Vision Research Europe B.V.	Netherlands	100%
Vision Research srl	Romania	100%

* Exclusive of directors' qualifying shares and shares held by nominees as required by the laws of the jurisdiction of incorporation.

Schedule 6.01
Existing Indebtedness
AMETEK, Inc.

Schedule 6.02
Existing Liens

None

EXHIBIT A

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between [*Insert name of Assignor*] (the "Assignor") and [*Insert name of Assignee*] (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including any letters of credit and guarantees included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor:	_____
2. Assignee:	_____ [and is an Affiliate/Approved Fund of [identify Lender][1]]
3. Borrowers:	AMETEK, Inc. and certain Foreign Subsidiary Borrowers
4. Administrative Agent:	JPMorgan Chase Bank, N.A., as the administrative agent under the Credit Agreement
5. Credit Agreement:	The Amended and Restated Credit Agreement dated as of September 22, 2011, as amended and restated as of March 10, 2016, and as further amended and restated as of October 30, 2018, among AMETEK, Inc., the Foreign Subsidiary Borrowers from time to time parties thereto, the Lenders parties thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and the other agents parties thereto

1 Select as applicable.

6. Assigned Interest:

Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans[2]
$	$	%
$	$	%
$	$	%

7. The Assignee confirms by checking the relevant box that the person beneficially entitled to interest payable to that Assignee in respect of an advance under a Loan Document is:

☐ not a Qualifying Lender;

☐ a Qualifying Lender (other than a Treaty Lender); or

☐ a Treaty Lender;

and, if applicable, is:

☐ a company resident in the United Kingdom for United Kingdom tax purposes; or

☐ a partnership each member of which is:

(i) a company so resident in the United Kingdom; or

(ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which is required to bring into account in computing its chargeable profits (for the purposes of section 19 of the Corporation Tax Act 2009) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the Corporation Tax Act 2009; or

☐ a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of an advance under a Finance Document in computing the chargeable profits (for the purposes of section 19 of the Corporation Tax Act 2009) of that company.

[2] Set forth, so at least 9 decimals, as percentage of the Commitment/Loans of all Lenders thereunder.

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

The Assignee agrees to deliver to the Administrative Agent a completed 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 Company, its Subsidiaries 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.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____
Title:

Consented to and Accepted:

JPMORGAN CHASE BANK, N.A., as Administrative Agent
[and Issuing Bank]

By: _____
Title:

[Consented to:]

[OTHER ISSUING BANK(S)]

By: _____
Title:

[Consented to:][3]

[3] To be added only if the consent of the Company is required by the terms of the Credit Agreement.

AMETEK, INC.

By: _____
Title:

ANNEX I

STANDARD TERMS AND CONDITIONS FOR

ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Company, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document, (iv) any requirements under applicable law for the Assignee to become a lender under the Credit Agreement or to charge interest at the rate set forth therein from time to time or (v) the performance or observance by the Company, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement and under applicable law that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent, any arranger of the credit facilities evidenced by the Credit Agreement or any other Lender and their respective Related Parties, and (v) attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, any arranger of the credit facilities evidenced by the Credit Agreement, the Assignor or any other Lender and their respective Related Parties, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

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

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument.

Acceptance and adoption of the terms of this Assignment and Assumption by the Assignee and the Assignor by Electronic Signature or delivery of an executed counterpart of a signature page of this Assignment and Assumption by any Approved Electronic Platform shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

EXHIBIT B-1

OPINION OF U.S. COUNSEL FOR THE LOAN PARTIES

EXHIBIT B-2

OPINION OF DUTCH COUNSEL FOR THE LOAN PARTIES

EXHIBIT B-3

OPINION OF UNITED KINGDOM COUNSEL FOR THE LOAN PARTIES

EXHIBIT B-4

OPINION OF CANADIAN COUNSEL FOR THE LOAN PARTIES

EXHIBIT B-5

OPINION OF GERMAN COUNSEL FOR THE LOAN PARTIES

EXHIBIT C

FORM OF INCREASING LENDER SUPPLEMENT

INCREASING LENDER SUPPLEMENT, dated _____, 20____ (this "Supplement"), by and among each of the signatories hereto, to the Amended and Restated Credit Agreement, dated as of September 22, 2011, as amended and restated as of March 10, 2016, and as further amended and restated as of October 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AMETEK, Inc. (the "Company"), the Foreign Subsidiary Borrowers from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent").

W I T N E S S E T H

WHEREAS, pursuant to Section 2.21 of the Credit Agreement, the Company has the right, subject to the terms and conditions thereof, to effectuate from time to time an increase in the Aggregate Commitment and/or one or more tranches of Incremental Term Loans under the Credit Agreement by requesting one or more Lenders to increase the amount of its Commitment and/or to participate in such a tranche;

WHEREAS, the Company has given notice to the Administrative Agent of its intention to [increase the Aggregate Commitment] [and] [enter into a tranche of Incremental Term Loans] pursuant to such Section 2.21; and

WHEREAS, pursuant to Section 2.21 of the Credit Agreement, the undersigned Increasing Lender now desires to [increase the amount of its Commitment] [and] [participate in a tranche of Incremental Term Loans] under the Credit Agreement by executing and delivering to the Company and the Administrative Agent this Supplement;

NOW, THEREFORE, each of the parties hereto hereby agrees as follows:

1. The undersigned Increasing Lender agrees, subject to the terms and conditions of the Credit Agreement, that on the date of this Supplement it shall [have its Commitment increased by $[_____], thereby making the aggregate amount of its total Commitments equal to $[_____]] [and] [participate in a tranche of Incremental Term Loans with a commitment amount equal to $[_____] with respect thereto].

2. The Company hereby represents and warrants that no Default or Event of Default has occurred and is continuing on and as of the date hereof.

3. Terms defined in the Credit Agreement shall have their defined meanings when used herein.

4. This Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

5. This Supplement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document.

IN WITNESS WHEREOF, each of the undersigned has caused this Supplement to be executed and delivered by a duly authorized officer on the date first above written.

[INSERT NAME OF INCREASING LENDER]

By: _____
Name:
Title:

Accepted and agreed to as of the date first written above:

AMETEK, INC.

By: _____
Name:
Title:

Acknowledged as of the date first written above:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: _____
Name:
Title:

EXHIBIT D

FORM OF AUGMENTING LENDER SUPPLEMENT

AUGMENTING LENDER SUPPLEMENT, dated _____, 20____ (this "Supplement"), by and among each of the signatories hereto, to the Amended and Restated Credit Agreement, dated as of September 22, 2011, as amended and restated as of March 10, 2016, and as further amended and restated as of October 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AMETEK, Inc. (the "Company"), the Foreign Subsidiary Borrowers from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent").

W I T N E S S E T H

WHEREAS, the Credit Agreement provides in Section 2.21 thereof that any bank, financial institution or other entity may [extend Commitments] [and] [participate in tranches of Incremental Term Loans] under the Credit Agreement subject to the approval of the Company and the Administrative Agent, by executing and delivering to the Company and the Administrative Agent a supplement to the Credit Agreement in substantially the form of this Supplement; and

WHEREAS, the undersigned Augmenting Lender was not an original party to the Credit Agreement but now desires to become a party thereto;

NOW, THEREFORE, each of the parties hereto hereby agrees as follows:

1. The undersigned Augmenting Lender agrees to be bound by the provisions of the Credit Agreement and agrees that it shall, on the date of this Supplement, become a Lender for all purposes of the Credit Agreement to the same extent as if originally a party thereto, with a [Commitment with respect to Revolving Loans of $[_____]] [and] [a commitment with respect to Incremental Term Loans of $[_____]].

2. The undersigned Augmenting Lender (a) represents and warrants that it is legally authorized to enter into this Supplement; (b) confirms that it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01 thereof, as applicable, and has reviewed such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Supplement; (c) agrees that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Administrative Agent by the terms thereof, together with such powers as are incidental thereto; and (e) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with its terms all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.

3. The undersigned's address for notices for the purposes of the Credit Agreement is as follows:

[_____]

4. The Company hereby represents and warrants that no Default or Event of Default has occurred and is continuing on and as of the date hereof.

5. Terms defined in the Credit Agreement shall have their defined meanings when used herein.

6. This Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

7. This Supplement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Supplement to be executed and delivered by a duly authorized officer on the date first above written.

[INSERT NAME OF AUGMENTING LENDER]

By: _____
Name:
Title:

Accepted and agreed to as of the date first written above:

AMETEK, INC.

By: _____
Name:
Title:

Acknowledged as of the date first written above:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: _____
Name:
Title:

EXHIBIT E

LIST OF CLOSING DOCUMENTS

AMETEK, INC.
CERTAIN FOREIGN SUBSIDIARY BORROWERS

AMENDED AND RESTATED CREDIT FACILITY

Dated as of September 22, 2011
as amended and restated as of March 10, 2016
as further amended and restated as of October 30, 2018

LIST OF CLOSING DOCUMENTS[1]

A. LOAN DOCUMENTS

1. Amended and Restated Credit Agreement (the "Credit Agreement") by and among AMETEK, Inc., a Delaware corporation (the "Company"), the Foreign Subsidiary Borrowers from time to time parties thereto (collectively with the Company, the "Borrowers"), the institutions from time to time parties thereto as Lenders (the "Lenders") and JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent for itself and the other Lenders (the "Administrative Agent"), evidencing a revolving credit facility to the Borrowers from the Lenders in an initial aggregate principal amount of $1,500,000,000.

SCHEDULES

Schedule 2.01A	—	Commitments
Schedule 2.01B	—	Letter of Credit Commitments
Schedule 2.06	***—***	***Existing Letters of Credit***
Schedule 3.01	***—***	***Subsidiaries***
Schedule 6.01	***—***	***Existing Indebtedness***
Schedule 6.02	***—***	***Existing Liens***

EXHIBITS

Exhibit A	—	Form of Assignment and Assumption
Exhibit B-1	—	Form of Opinion of Loan Parties' U.S. Counsel
Exhibit B-2	—	Form of Opinion of Loan Parties' Dutch Counsel
Exhibit B-3	—	Form of Opinion of Loan Parties' United Kingdom Counsel
Exhibit B-4	—	Form of Opinion of Loan Parties' Canadian Counsel
Exhibit B-5	—	Form of Opinion of Loan Parties' German Counsel
Exhibit C	—	Form of Increasing Lender Supplement
Exhibit D	—	Form of Augmenting Lender Supplement
Exhibit E	—	List of Closing Documents
Exhibit F-1	—	Form of Borrowing Subsidiary Agreement
Exhibit F-2	—	Form of Borrowing Subsidiary Termination

[1] Each capitalized term used herein and not defined herein shall have the meaning assigned to such term in the above-defined Credit Agreement. Items appearing in **bold** and *italics* shall be prepared and/or provided by the Company and/or Company's counsel.

Exhibit G-1	—	Form of U.S. Tax Certificate (Foreign Lenders That Are Not Partnerships)
Exhibit G-2	—	Form of U.S. Tax Certificate (Foreign Participants That Are Not Partnerships)
Exhibit G-3	—	Form of U.S. Tax Certificate (Foreign Participants That Are Partnerships)
Exhibit G-4	—	Form of U.S. Tax Certificate (Foreign Lenders That Are Partnerships)
Exhibit H-1	—	Form of Borrowing Request
Exhibit H-2	—	Form of Interest Election Request
Exhibit I	—	Form of Note

2. Notes executed by the initial Borrowers in favor of each of the Lenders, if any, which has requested a note pursuant to Section 2.10(e) of the Credit Agreement.

B. **CORPORATE DOCUMENTS**

3. Certificate of the Secretary or an Assistant Secretary of each Loan Party certifying (i) that there have been no changes in the Certificate of Incorporation or other charter document of such Loan Party, as attached thereto and as certified as of a recent date by the Secretary of State (or analogous governmental entity) of the jurisdiction of its organization, since the date of the certification thereof by such governmental entity, (ii) the By-Laws or other applicable organizational document, as attached thereto, of such Loan Party as in effect on the date of such certification, (iii) resolutions of the Board of Directors or other governing body of such Loan Party authorizing the execution, delivery and performance of each Loan Document to which it is a party, and (iv) the names and true signatures of the incumbent officers of each Loan Party authorized to sign the Loan Documents to which it is a party, and (in the case of each Borrower) authorized to request a Borrowing or the issuance of a Letter of Credit under the Credit Agreement.

4. Good Standing Certificate (or analogous documentation if applicable) for each Loan Party from the Secretary of State (or analogous governmental entity) of the jurisdiction of its organization, to the extent generally available in such jurisdiction.

C**. OPINIONS**

5. Opinion of Pepper Hamilton LLP, U.S. counsel for the Loan Parties.

6. Opinion of CMS Derks Star Busmann, Dutch counsel for the Loan Parties.

7. Opinion of CMS Cameron McKenna LLP, United Kingdom counsel for the Loan Parties.

8. Opinion of McCarthy Tétrault LLP, Canadian counsel for the Loan Parties.

9. Opinion of CMS Hasche Sigle, German counsel for the Loan Parties.

D**. CLOSING CERTIFICATES AND MISCELLANEOUS**

10. A Certificate signed by the President, a Vice President or a Financial Officer of the Company certifying the following: (i) all of the representations and warranties of the Company set forth in the Credit Agreement are true and correct in all material respects (or, in the case of any

representation or warranty qualified by materiality or Material Adverse Effect, in all respects) (except to the extent any such representation or warranty expressly relates to any earlier and/or specific date, in which case such representation and warranty shall be true and correct in all material respects (or, in the case of any representation or warranty qualified by materiality or Material Adverse Effect, in all respects) as of such earlier and/or specific date) and (ii) no Default or Event of Default has occurred and is then continuing.

EXHIBIT F-1

[FORM OF]

BORROWING SUBSIDIARY AGREEMENT

BORROWING SUBSIDIARY AGREEMENT dated as of [_____], among AMETEK, Inc., a Delaware corporation (the "Company"), [Name of Foreign Subsidiary Borrower], a [_____] (the "New Borrowing Subsidiary"), and JPMorgan Chase Bank, N.A. as Administrative Agent (the "Administrative Agent").

Reference is hereby made to the Amended and Restated Credit Agreement dated as of September 22, 2011, as amended and restated as of March 10, 2016, and as further amended and restated as of October 30, 2018 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, the Foreign Subsidiary Borrowers from time to time party thereto, the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A. as Administrative Agent. Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement. Under the Credit Agreement, the Lenders have agreed, upon the terms and subject to the conditions therein set forth, to make Loans to certain Foreign Subsidiary Borrowers (collectively with the Company, the "Borrowers"), and the Company and the New Borrowing Subsidiary desire that the New Borrowing Subsidiary become a Foreign Subsidiary Borrower. In addition, the New Borrowing Subsidiary hereby authorizes the Company to act on its behalf as and to the extent provided for in Article II of the Credit Agreement. **[**Notwithstanding the preceding sentence, the New Borrowing Subsidiary hereby designates the following officers as being authorized to request Borrowings under the Credit Agreement on behalf of the New Subsidiary Borrower and sign this Borrowing Subsidiary Agreement and the other Loan Documents to which the New Borrowing Subsidiary is, or may from time to time become, a party: [_____].]**

Each of the Company and the New Borrowing Subsidiary represents and warrants that the representations and warranties of the Company in the Credit Agreement relating to the New Borrowing Subsidiary and this Agreement are true and correct on and as of the date hereof, other than representations given as of a particular date, in which case they shall be true and correct as of that date. [The Company and the New Borrowing Subsidiary further represent and warrant that the execution, delivery and performance by the New Borrowing Subsidiary of the transactions contemplated under this Agreement and the use of any of the proceeds raised in connection with this Agreement will not contravene or conflict with, or otherwise constitute unlawful financial assistance under, Sections 677 to 683 (inclusive) of the United Kingdom Companies Act 2006 of England and Wales (as amended).] [INSERT OTHER PROVISIONS REASONABLY REQUESTED BY ADMINISTRATIVE AGENT OR ITS COUNSELS][1] The Company agrees that the Guarantee of the Company contained in the Credit Agreement will apply to the Obligations of the New Borrowing Subsidiary. Upon execution of this Agreement by each of the Company, the New Borrowing Subsidiary and the Administrative Agent, the New Borrowing Subsidiary shall be a party to the Credit Agreement and shall constitute a "Foreign Subsidiary Borrower" for all purposes thereof, and the New Borrowing Subsidiary hereby agrees to be bound by all provisions of the Credit Agreement.

[If a Dutch Borrower is represented by an attorney in connection with the signing and/or execution of the Credit Agreement and/or any other Loan Document it is hereby expressly acknowledged and accepted by the parties to the Credit Agreement and/or any other Loan Document that the existence

[1] To be included only if a New Borrowing Subsidiary will be a Borrower organized under the laws of England and Wales.

and extent of the attorney's authority and the effects of the attorney's exercise or purported exercise of his or her authority shall be governed by the laws of the Netherlands.][2]

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

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2 To be included only if a New Borrowing Subsidiary will be a Borrower organized under the laws of the Netherlands.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as of the date first appearing above.

AMETEK, INC.

By: _____
Name:
Title:

[NAME OF NEW BORROWING SUBSIDIARY]

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: _____
Name:
Title:

EXHIBIT F-2

[FORM OF]

BORROWING SUBSIDIARY TERMINATION

JPMorgan Chase Bank, N.A.
as Administrative Agent
for the Lenders referred to below
1 Chase Tower
Chicago, Illinois 60603
Attention: [_____]

[Date]

Ladies and Gentlemen:

The undersigned, AMETEK, Inc. (the "Company"), refers to the Amended and Restated Credit Agreement dated as of September 22, 2011, as amended and restated as of March 10, 2016, and as further amended and restated as of October 30, 2018 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, the Foreign Subsidiary Borrowers from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Company hereby terminates the status of [_____] (the "Terminated Borrowing Subsidiary") as a Foreign Subsidiary Borrower under the Credit Agreement. [The Company represents and warrants that no Loans made to the Terminated Borrowing Subsidiary are outstanding as of the date hereof and that all amounts payable by the Terminated Borrowing Subsidiary in respect of interest and/or fees (and, to the extent notified by the Administrative Agent or any Lender, any other amounts payable under the Credit Agreement) pursuant to the Credit Agreement have been paid in full on or prior to the date hereof.] [The Company acknowledges that the Terminated Borrowing Subsidiary shall continue to be a Borrower until such time as all Loans made to the Terminated Borrowing Subsidiary shall have been prepaid and all amounts payable by the Terminated Borrowing Subsidiary in respect of interest and/or fees (and, to the extent notified by the Administrative Agent or any Lender, any other amounts payable under the Credit Agreement) pursuant to the Credit Agreement shall have been paid in full, provided that the Terminated Borrowing Subsidiary shall not have the right to make further Borrowings under the Credit Agreement.]

[Signature Page Follows]

This instrument shall be construed in accordance with and governed by the laws of the State of New York.

Very truly yours,

AMETEK, INC.

By: _____
Name:
Title:

Copy to: JPMorgan Chase Bank, N.A.
270 Park Avenue
New York, New York 10017

EXHIBIT G-1

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Amended and Restated Credit Agreement dated as of September 22, 2011, as amended and restated as of March 10, 2016, and as further amended and restated as of October 30, 2018 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AMETEK, Inc. (the "Company"), the Foreign Subsidiary Borrowers from time to time party thereto (collectively with the Company, the "Borrowers"), the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent").

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any promissory note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of any Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrowers with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrowers and the Administrative Agent and (2) the undersigned shall have at all times furnished the Borrowers and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____
Name:
Title:

Date: _____, 20[__]

EXHIBIT G-2

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Amended and Restated Credit Agreement dated as of September 22, 2011, as amended and restated as of March 10, 2016, and as further amended and restated as of October 30, 2018 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AMETEK, Inc. (the "Company"), the Foreign Subsidiary Borrowers from time to time party thereto (collectively with the Company, the "Borrowers"), the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent").

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of any Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____
Name:
Title:

Date: _____, 20[__]

EXHIBIT G-3

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Amended and Restated Credit Agreement dated as of September 22, 2011, as amended and restated as of March 10, 2016, and as further amended and restated as of October 30, 2018 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AMETEK, Inc. (the "Company"), the Foreign Subsidiary Borrowers from time to time party thereto (collectively with the Company, the "Borrowers"), the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent").

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of any Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____
Name:
Title:

Date: _____, 20[__]

EXHIBIT G-4

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Amended and Restated Credit Agreement dated as of September 22, 2011, as amended and restated as of March 10, 2016, and as further amended and restated as of October 30, 2018 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AMETEK, Inc. (the "Company"), the Foreign Subsidiary Borrowers from time to time party thereto (collectively with the Company, the "Borrowers"), the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent").

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any promissory note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any promissory note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to the Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of any Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrowers with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrowers and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrowers and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____
Name:
Title:

Date: _____, 20[__]

EXHIBIT H-1

FORM OF BORROWING REQUEST

JPMorgan Chase Bank, N.A.,
as Administrative Agent
for the Lenders referred to below

[10 South Dearborn
Chicago, Illinois 60603
Attention: [_____]
Facsimile: [_____]][7]

With a copy to:

[_____]
[_____]
Attention: [_____]
Facsimile: [_____]

Re: AMETEK, Inc.

[Date]

Ladies and Gentlemen:

Reference is hereby made to the Amended and Restated Credit Agreement dated as of September 22, 2011, as amended and restated as of March 10, 2016, and as further amended and restated as of October 30, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AMETEK, Inc. (the "Company"), the Foreign Subsidiary Borrowers from time to time party thereto, the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement. The [undersigned Borrower][Company, on behalf of [Foreign Subsidiary Borrower],] hereby gives you notice pursuant to Section 2.03 of the Credit Agreement that it requests a Borrowing under the Credit Agreement, and in that connection the [undersigned Borrower][Company, on behalf of [Foreign Subsidiary Borrower],] specifies the following information with respect to such Borrowing requested hereby:

1. Name of Borrower: _____

2. Aggregate principal amount of Borrowing:[8] _____

3. Date of Borrowing (which shall be a Business Day): _____

4. Type of Borrowing (ABR or Eurocurrency): _____

---

7 If request is in respect of Revolving Loans in a Foreign Currency, please replace this address with the London address from Section 9.01(a)(ii).

8 Not less than applicable amounts specified in Section 2.02(c).

5. Interest Period and the last day thereof (if a Eurocurrency Borrowing):[9] _____

6. Agreed Currency: _____

7. Location and number of the applicable Borrower's account or any other account agreed upon by the Administrative Agent and such Borrower to which proceeds of Borrowing are to be disbursed: _____

[Signature Page Follows]

[9] Which must comply with the definition of "Interest Period" and end not later than the Maturity Date.

The undersigned hereby represents and warrants that the conditions to lending specified in Section[s] [4.01 and][1] 4.02 of the Credit Agreement are satisfied as of the date hereof.

Very truly yours,

[COMPANY,
as the Company]
[FOREIGN SUBSIDIARY BORROWER,
as a Borrower]

By: _____
Name:
Title:

[1] To be included only for Borrowings on the Effective Date.

EXHIBIT H-2

FORM OF INTEREST ELECTION REQUEST

JPMorgan Chase Bank, N.A.,
as Administrative Agent
for the Lenders referred to below

[10 South Dearborn
Chicago, Illinois 60603
Attention: [_____]
Facsimile: ([__]) [__]-[_____]][1]

Re: AMETEK, Inc.

[Date]

Ladies and Gentlemen:

Reference is hereby made to the Amended and Restated Credit Agreement dated as of September 22, 2011, as amended and restated as of March 10, 2016, and as further amended and restated as of October 30, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AMETEK, Inc. (the "Company"), the Foreign Subsidiary Borrowers from time to time party thereto, the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement. The [undersigned Borrower][Company, on behalf of [Subsidiary Borrower],] hereby gives you notice pursuant to Section 2.08 of the Credit Agreement that it requests to [convert][continue] an existing Borrowing under the Credit Agreement, and in that connection the [undersigned Borrower][Company, on behalf of [Foreign Subsidiary Borrower],] specifies the following information with respect to such [conversion][continuation] requested hereby:

1. List Borrower, date, Type, principal amount, Agreed Currency and Interest Period (if applicable) of existing Borrowing: _____

2. Aggregate principal amount of resulting Borrowing: _____

3. Effective date of interest election (which shall be a Business Day): _____

4. Type of Borrowing (ABR or Eurocurrency): _____

5. Interest Period and the last day thereof (if a Eurocurrency Borrowing):[2] _____

6. Agreed Currency: _____

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1 If request is in respect of Revolving Loans in a Foreign Currency, please replace this address with the London address from Section 9.01(a)(ii).

2 Which must comply with the definition of "Interest Period" and end not later than the Maturity Date.

Very truly yours,

[COMPANY, as the Company]
[FOREIGN SUBSIDIARY BORROWER,
as a Borrower]

By: _____
Name:
Title:

EXHIBIT I

[FORM OF] NOTE

October 30, 2018

FOR VALUE RECEIVED, the undersigned, [COMPANY][FOREIGN SUBSIDIARY BORROWER], a [_____] (the "Borrower"), HEREBY UNCONDITIONALLY PROMISES TO PAY to [NAME OF LENDER] (the "Lender") the aggregate unpaid Dollar Amount of all Loans made by the Lender to the Borrower pursuant to the "Credit Agreement" (as defined below) on the Maturity Date or on such earlier date as may be required by the terms of the Credit Agreement. Capitalized terms used herein and not otherwise defined herein are as defined in the Credit Agreement.

The undersigned Borrower promises to pay interest on the unpaid principal amount of each Loan made to it from the date of such Loan until such principal amount is paid in full at a rate or rates per annum determined in accordance with the terms of the Credit Agreement. Interest hereunder is due and payable at such times and on such dates as set forth in the Credit Agreement.

At the time of each Loan, and upon each payment or prepayment of principal of each Loan, the Lender shall make a notation either on the schedule attached hereto and made a part hereof, or in such Lender's own books and records, in each case specifying the amount of such Loan, the respective Interest Period thereof (in the case of Eurocurrency Loans) or the amount of principal paid or prepaid with respect to such Loan, as applicable; provided that the failure of the Lender to make any such recordation or notation shall not affect the Obligations of the undersigned Borrower hereunder or under the Credit Agreement.

This Note is one of the notes referred to in, and is entitled to the benefits of, that certain Amended and Restated Credit Agreement dated as of September 22, 2011, as amended and restated as of March 10, 2016, and as further amended and restated as of October 30, 2018, by and among the Borrower, [Company, the other][the] Foreign Subsidiary Borrowers from time to time parties thereto, the financial institutions from time to time parties thereto as Lenders and JPMorgan Chase Bank, N.A., as Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). The Credit Agreement, among other things, (i) provides for the making of Loans by the Lender to the Borrower from time to time in an aggregate amount not to exceed at any time outstanding the Dollar Amount of such Lender's Commitment, the indebtedness of the Borrower resulting from each such Loan to it being evidenced by this Note, and (ii) contains provisions for acceleration of the maturity hereof upon the happening of certain stated events and also for prepayments of the principal hereof prior to the maturity hereof upon the terms and conditions therein specified.

Demand, presentment, protest and notice of nonpayment and protest are hereby waived by the Borrower.

Whenever in this Note reference is made to the Administrative Agent, the Lender or the Borrower, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Note shall be binding upon and shall inure to the benefit of said successors and assigns. The Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for the Borrower.

This Note shall be construed in accordance with and governed by the law of the State of New York.

*****

[_____]

By: _____
Name:
Title:

Note

SCHEDULE OF LOANS AND PAYMENTS OR PREPAYMENTS

Date	Amount of Loan	Type of Loan Currency	Interest Period/Rate	Amount of Principal Paid or Prepaid	Unpaid Principal Balance	Notation Made By

Exhibit 31.1

CERTIFICATIONS

I, David A. Zapico, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of AMETEK, Inc. (the "registrant");

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 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 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 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: November 2, 2018

/s/ DAVID A. ZAPICO
David A. Zapico
Chairman of the Board and Chief Executive Officer

Exhibit 31.2

CERTIFICATIONS

I, William J. Burke, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of AMETEK, Inc. (the "registrant");

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 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 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 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: November 2, 2018

/s/ WILLIAM J. BURKE
William J. Burke
Executive Vice President – Chief Financial Officer

Exhibit 32.1

AMETEK, Inc.

Certification Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of AMETEK, Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David A. Zapico, Chairman of the Board and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(a) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(b) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ DAVID A. ZAPICO
David A. Zapico
Chairman of the Board and Chief Executive Officer

Date: November 2, 2018

A signed original of this written statement required by Section 906 has been provided to AMETEK, Inc. and will be retained by AMETEK, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.2

AMETEK, Inc.

Certification Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of AMETEK, Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, William J. Burke, Executive Vice President – Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(a) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(b) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ WILLIAM J. BURKE
William J. Burke
Executive Vice President – Chief Financial Officer

Date: November 2, 2018

A signed original of this written statement required by Section 906 has been provided to AMETEK, Inc. and will be retained by AMETEK, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.