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

FORM 8-K
CURRENT REPORT

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

Date of Report:

February 7, 2005

(Date of earliest event reported)

RAYOVAC CORPORATION

(Exact Name of Registrant as Specified in Charter)

Wisconsin	001-13615	22-2423556
(State or other Jurisdiction of Incorporation)	(Commission File No.)	(IRS Employer Identification No.)

Six Concourse Parkway, Suite 3300, Atlanta, Georgia 30328

(Address of principal executive offices, including zip code)

(770) 829-6200

(Registrant's telephone number, including area code)

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

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

|_| Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

|_| Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

|_| Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

|_| Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

New Indenture

On February 7, 2005, Rayovac Corporation (the "Company") and certain of its domestic subsidiaries, as guarantors, entered into an Indenture (the "Indenture") with U.S. Bank National Association, as trustee, relating to the issuance by the Company of $700,000,000 aggregate principal amount of 7 3/8% Senior Subordinated Notes due 2015 (the "Notes"). The Notes were sold in a private transaction not subject to the registration requirements of the Securities Act of 1933 (the "Securities Act"), and have not been and will not be registered under the Securities Act, and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act.

The Notes bear an interest rate of 7 3/8% per annum and will be payable semi-annually in arrears on February 1 and August 1, commencing on August 1, 2005. The Company will make each interest payment to the holders of record on the immediately preceding January 15 and July 15. The Notes are general unsecured obligations of the Company. They are subordinated in right of payment to all existing and future senior debt of the Company, including the indebtedness of the Company under its senior credit facilities. The Notes are pari passu in right of payment with all existing and any future senior subordinated indebtedness of the Company and are senior in right of payment to any future subordinated indebtedness of the Company.

The terms of the Notes are governed by the Indenture. The Indenture contains customary covenants that limit the Company's ability to, among other things, incur additional indebtedness, pay dividends on or redeem or repurchase the Company's equity interests, make certain investments, expand into unrelated businesses, create liens on assets, merge or consolidate with another company, transfer or sell all or substantially all of the Company's assets, and enter into transactions with affiliates. Upon the occurrence of a "change of control," as defined in the Indenture, the Company is required to make an offer to repurchase the outstanding Notes at 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the repurchase date.

Beginning on February 1, 2010, the Company may redeem all or a part of the Notes upon not less than 30 nor more than 60 days' notice, at redemption prices (expressed as percentages of principal amount) of 101.229%, 102.458% and 103.688% of the principal amount thereof, plus accrued and unpaid interest and any applicable liquidated damages, for redemptions occurring during the twelve-month period beginning on February 1 of 2012, 2011, and 2010, respectively. Thereafter, the redemption price is 100.000% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest and any applicable liquidated damages. Prior to February 1, 2008, the Company may redeem up to 35% of the aggregate principal amount of Notes at a redemption price of 107.375% of the principal amount thereof, plus accrued and unpaid interest and any applicable liquidated damages, with the net cash proceeds from certain equity offerings of the Company.

The Indenture is subject to customary events of default, including failure to make required payments, failure to comply with certain agreements or covenants, failure to pay or acceleration of certain other indebtedness, and certain events of bankruptcy and insolvency. Events of default

under the Indenture arising from certain events of bankruptcy or insolvency will automatically cause the acceleration of the amounts due under the Notes. If any other event of default under the Indenture occurs and is continuing, the Trustee or the registered holders of at least 25% in aggregate principal amount of the then outstanding Notes may declare the acceleration of the amounts due under the Notes.

The net proceeds from the offering of the Notes, together with borrowings under the Company's new senior credit facilities, were used to finance the acquisition of United Industries Corporation ("United"), to retire United's then existing indebtedness and the Company's former senior credit facilities, and to pay related fees and expenses.

Supplement to Existing Indenture

On February 7, 2005, the Company, U.S. Bank National Association and certain subsidiaries of the Company entered into the Third Supplemental Indenture (the "Third Supplemental Indenture") to the Indenture (the "2003 Indenture") dated as of September 30, 2003 (as previously supplemented) governing the Company's 8 1/2% Senior Subordinated Notes due 2013. The Third Supplemental Indenture added United and certain of its subsidiaries as guarantors under the 2003 Indenture, removed Lindbergh Corporation, whose corporate existence was terminated in connection with the Company's acquisition of United, as a guarantor under the 2003 Indenture and corrected certain cross-references contained in the 2003 Indenture.

New Credit Agreement, Security Agreement and Guarantees

On February 7, 2005, the Company, as the U.S. Borrower, the Subsidiary Borrowers named therein, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, Citicorp North America, Inc., as Syndication Agent, Merrill Lynch Capital Corporation, as Documentation Agent and as Managing Agent, the other lenders party thereto, Banc of America Securities LLC and Citigroup Global Markets Inc., as Joint Lead Arrangers, and Banc of America Securities LLC, Citigroup Global Markets Inc. and Merrill Lynch, Pierce, Fenner & Smith, as Joint Book Managers, entered into the Fourth Amended and Restated Credit Agreement (the "Senior Credit Facility"), which amended and restated the Company's preexisting credit agreement relating to its preexisting senior credit facilities. The Senior Credit Facility provides the opportunity to borrow in domestic and foreign currencies through various term loan facilities and revolving credit facilities in an initial aggregate amount of $1.03 billion. The Senior Credit Facility includes aggregate term loan facilities of $730 million consisting of a $540 million U.S. Dollar Term Loan B Facility, U.S. $140 million Euro Term Loan B Facility and U.S. $50 million Canadian Dollar Term Loan B Facility. The Senior Credit Facility also includes $300 million revolving credit facilities allowing for U.S. Dollar, Euro and Pounds Sterling borrowings (the "Revolving Credit Facilities"), each of which will be available from February 7, 2005 until the earliest of (a) February 6, 2011, (b) voluntary termination by the borrowers or (c) termination as a result of an event of default under the Credit Agreement (together, the "Maturity Date"). The Revolving Credit Facilities include sublimits for swing line loans ("Swing Line Loans") denominated in U.S. dollars, Euros and Pounds Sterling equal to the lesser of U.S.$15,000,000 and the amount currently available under the U.S. Revolving Credit Facility for borrowings in U.S. dollars; the lesser of the U.S. dollar equivalent of (euro)5,000,000 and the amount currently available under the Euro Revolving Credit Facility for borrowings in Euros, and the lesser of the U.S. dollar equivalent of (pound)5,000,000 and the amount currently available under the UK Revolving Credit Facility for borrowings in Pounds Sterling.

The Company is the U.S. borrower under the Senior Credit Facility and certain of its subsidiaries, namely Varta Consumer Batteries GmbH & Co. KGaA and Rayovac Europe Limited are foreign borrowers. At any time, and from time to time before the Maturity Date, the Company can request up to five additional incremental term loan facilities in U.S. dollars, Euros or with the consent of the Administrative Agent, other foreign currencies, all in an aggregate amount up to $500 million. The Company may add additional foreign borrowers from time to time with the consent of the Administrative Agent.

The interest and fees per annum are calculated on a 365-day (or 366-day, as the case may be) basis for Base Rate (as defined below) loans and loans denominated in Pounds Sterling. For all other denominations, interest and fees per annum are calculated on the basis of a 360-day year. The interest rates per annum applicable to the Senior Credit Facility (other than in respect of Swing Line Loans) are the Eurocurrency Rate plus the Applicable Margin (as defined below) or, at the Company's option in the case of advances made in U.S. dollars, the base rate (which is the higher of (x) the Bank of America prime rate and (y) the Federal Funds rate plus 0.5% (the "Base Rate")) plus the Applicable Margin. Applicable Margin means, (i) with respect to the U.S. Dollar Term Loan B Facility and the Canadian Term Loan B Facility (a) until August 7, 2005, 2.00% per annum in the case of Eurocurrency Rate advances and with respect to U.S. Dollar Term Loan B Facility only, 1.00% per annum in the case of Base Rate advances and (b) thereafter, a percentage per annum to be determined in accordance with a pricing grid based on debt ratings, (ii) with respect to the Euro Term Loan B Facility, 2.50% per annum, and (iii) with respect to the Revolving Credit Facility, (a) until August 7, 2005, 2.25% per annum in the case of Eurocurrency Rate advances and in the case of advances made in U.S. dollars only, 1.25% per annum in the case of Base Rate advances and (b) thereafter, a percentage per annum to be determined in accordance with a pricing grid based on the Leverage Ratio (as defined in the credit agreement pertaining to the Senior Credit Facility). Each Swing Line Loan denominated in U.S. dollars shall bear interest at the Base Rate plus the Applicable Margin for Base Rate advances under the Revolving Credit Facilities. Each Swing Line Loan denominated in either Euros or Pounds Sterling shall bear interest at a rate per annum equal to the rate of interest at which deposits having a term of one day in the applicable currency would be offered to major banks in the London interbank market, plus the Applicable Margin for the Revolving Credit Facilities.

The Company and the foreign borrowers are required to pay a quarterly commitment fee on the Revolving Credit Facilities that equal 0.50% times the amount by which the aggregate revolving credit commitments exceeds the sum of (a) the outstanding revolving credit loans and (b) the outstanding amounts of the dollar letter of credit commitments. A quarterly letter of credit fee equal to the Applicable Margin on Revolving Credit LIBOR Advances (as defined in the credit agreement pertaining to the Senior Credit Facility) times the amount available to be drawn under the letters of credit is also payable on the stated amount of outstanding letters of credit.

The term loan facilities are subject to repayment according to a scheduled amortization, with the final payment of all amounts outstanding, plus accrued and unpaid interest, due on February 6, 2012. The Revolving Credit Facility will terminate on February 6, 2011.

Beginning with the fiscal year ended September 30, 2006, the Senior Credit Facility provides for annual mandatory prepayments, over and above the normal amortization as a result of "Excess Cash Flow" (as defined, less certain operating expenditures including scheduled principal payments of long-term debt). The Senior Credit Facility also provides for other mandatory prepayments as a result of issuance of debt (excluding certain permitted indebtedness) and sales of certain assets above an annual threshold.

The Senior Credit Facility is secured by substantially all of the Company's domestic assets and certain of its foreign assets pursuant to a security agreement (the "Security Agreement") made by the Company and certain of its subsidiaries on February 7, 2005, which secures the domestic obligations of the Senior Credit Facility, as well as certain share charges made by certain foreign subsidiaries on February 7, 2005, which secure the obligations of the foreign borrowers. The Company's obligations under the Senior Credit Facility are guaranteed by certain of the Company's subsidiaries, including all of the Company's domestic subsidiaries, pursuant to a guarantee executed by those subsidiaries on February 7, 2005 (the "ROV Guaranty"). Similarly, the obligations of the foreign borrowers are secured by certain guarantees made by the foreign borrowers and certain of their subsidiaries pursuant to two guarantees executed by those subsidiaries on February 7, 2005 (the "KGaA Guaranty" and "UK Guaranty").

The Senior Credit Facility contains financial covenants with respect to debt which include maintaining minimum interest and maximum leverage ratios. In accordance with the agreement, the limits imposed by such ratios become more restrictive over time. In addition, the agreement restricts the Company's ability to incur additional indebtedness, create liens, make investments or specified payments, give guarantees, pay dividends, make capital expenditures and merge or acquire or sell assets.

The Senior Credit Facility contains customary events of default, including, without limitation, payment defaults, breaches of representations and warranties, covenant defaults, cross-defaults to similar obligations, certain events of bankruptcy and insolvency, judgment defaults, failure of any guaranty or security document supporting the agreement to be in full force and effect, change of control and customary ERISA defaults. If an event of default occurs and is continuing, amounts due under the Senior Credit Facility may be accelerated and the rights and remedies of the lenders under the Senior Credit Facility available under the applicable loan-related documents may be exercised, including rights with respect to the collateral securing obligations under the Senior Credit Facility.

Registration Rights Agreement relating to the Notes

In connection with the issuance of the Notes, the Company entered into a registration rights agreement, dated February 7, 2005 (the "Registration Rights Agreement"), by and between the Company, certain of the Company's domestic subsidiaries and the initial purchasers of the Notes. Under the Registration Rights Agreement, the Company agreed, among other things, to (i) file an

exchange offer registration statement with the Securities and Exchange Commission ("SEC") with respect to the Notes within 120 days after February 7, 2005, (ii) use reasonable best efforts to have such exchange offer registration statement declared effective by the SEC within 240 days after February 7, 2005, (iii) commence an exchange offer upon effectiveness of the exchange offer registration statement and (iv) cause the exchange offer to be consummated no later than 30 business days after the exchange offer registration statement becomes effective. Under certain circumstances, the Company has agreed to file a shelf registration statement with the SEC with respect to the resale of the Notes. If the Company does not comply with these obligations, subject to limitations set forth in the Registration Rights Agreement, the Company will be required to pay additional interest in an amount equal to a per annum rate of 0.25% on the principal amount of the Notes for the first 90 days following default. Thereafter, the amount of interest will increase by an additional per annum rate of 0.25% on the principal amount of the Notes for each subsequent 90-day period until all registration defaults have been cured, up to a maximum amount of additional interest for all registration defaults of 1.00% per annum on the principal amount of the Notes.

Registration Rights Agreement relating to the United acquisition
On February 7, 2005, the Company entered into a registration rights agreement (the "Acquisition Registration Rights Agreement") with certain former stockholders of United, including certain affiliates of Thomas H. Lee Partners, L.P. and an affiliate of Banc of America Securities LLC, pursuant to which the Company has agreed to prepare and file with the SEC, not later than nine months following the consummation of the acquisition of United on February 7, 2005, a registration statement to permit the public offering and resale under the Securities Act of 1933 on a continuous basis of shares of the Company's common stock issued in connection with its acquisition of United (the "Shelf Registration Statement"). Pursuant to the Acquisition Registration Rights Agreement, the Company will also grant to the former stockholders of United certain rights to require the Company, on not more than three occasions, to amend the Shelf Registration Statement or prepare and file a new registration statement to permit an underwritten offering of shares of the Company's stock received by them in the acquisition of United as well as certain rights to include those shares in any registration statement proposed to be filed by the Company. In addition, the Acquisition Registration Rights Agreement prohibits those former stockholders party to the agreement from selling or transferring shares of the Company's common stock received in the acquisition of United for 12 months following the consummation of that acquisition or from selling or transferring more than 50% of those shares during the 18 month period following the consummation of that acquisition.

Standstill Agreement
On February 7, 2005, the Company entered into a standstill agreement (the "Standstill Agreement") with Thomas H. Lee Equity Fund IV, L.P., THL Equity Advisors IV, LLC, Thomas H. Lee Partners, L.P. and Thomas H. Lee Advisors, L.L.C. (the "Restricted Parties"). Pursuant to the Standstill Agreement, the Restricted Parties are prohibited until February 7, 2010 from acquiring ownership in excess of 28% of the Company's outstanding voting capital stock, on a fully-diluted basis, soliciting proxies or consents with respect to the Company's voting capital stock, soliciting or encouraging third parties to acquire or seek to acquire the Company, a significant portion of the Company's assets or more than 5% of the Company's outstanding voting capital stock or joining or participating in a pooling agreement, syndicate, voting trust or other similar arrangement with respect to the Company's voting capital stock for the purpose of acquiring, holding, voting or disposing of such voting capital stock.

Certain Relationships

Banc of America Securities LLC, Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and ABN AMRO Incorporated were the initial purchasers of the Notes. Bank of America, N.A., an affiliate of Banc of America Securities LLC, Citicorp North America, Inc., an affiliate of Citigroup Global Markets Inc., Merrill Lynch Capital Corporation, an affiliate of Merrill Lynch, Pierce, Fenner & Smith Incorporated and LaSalle Bank, N.A., an affiliate of ABN AMRO Incorporated, are lenders to Rayovac under the Senior Credit Facility, and, other than LaSalle Bank, N.A., each of them were lenders under the United senior credit facilities that were retired in connection with the Company's acquisition of United. Bank of America Securities LLC provided services to the Company in connection with the Company's tender offer for outstanding United 9 7/8% Senior Subordinated Notes due 2009 in connection with the Company's acquisition of United. In addition, an affiliate of Banc of America Securities LLC and Bank of America, N.A. owned United stock immediately prior to the Company's acquisition of United and currently beneficially owns less than 3% of the Company's outstanding common stock.

Certain affiliates of Thomas H. Lee Partners, L.P. were the majority shareholders of United as of immediately prior to the consummation of the Company's acquisition of United, and as a result of the Company's acquisition of United, are significant shareholders of the Company. Certain affiliates of Thomas H. Lee Partners, L.P. previously provided United with certain professional services. In addition, two of the Company's directors, Scott A. Schoen and Charles A. Brizius, are members of Thomas H. Lee Advisors, LLC, which is the general partner of Thomas H. Lee Partners, L.P. For additional information regarding certain relationships involving Thomas H. Lee Partners, L.P. and its affiliates, please refer to Items 2.01 and 5.02(d) of this Current Report on Form 8-K.

The foregoing descriptions of the Indenture, the Third Supplemental Indenture, the Senior Credit Facility, the Security Agreement, the ROV Guaranty, the KGaA Guaranty, the UK Guaranty, the Registration Rights Agreement, the Acquisition Registration Rights Agreement and the Standstill Agreement do not purport to be complete, and are qualified in their entirety by reference to the full text of those agreements, copies of which are filed as Exhibits 4.1, 4.2, 10.1, 10.2, 10.3, 10.4, 10.5, 4.3, 10.6 and 10.7, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 2.01. COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS.

On February 7, 2005, the Company acquired all of the equity interests of United pursuant to the Agreement and Plan of Merger (as amended, the "Merger Agreement") by and among the Company, Lindbergh Corporation and United dated as of January 3, 2005 filed as an exhibit to the Current Report on Form 8-K filed by the Company on January 4, 2005. Pursuant to the terms of the Merger Agreement, Lindbergh Corporation merged with and into United, with United continuing as the surviving corporation (the "Merger"). The total merger consideration consisted of 13.75 million shares of the Company's common stock and approximately $70 million in cash.

The cash portion of the merger consideration relating to the acquisition of United was financed from the proceeds of the sale of the Notes and from the Senior Credit Facility, both described in Item 1.01 of this Current Report on Form 8-K.

In connection with the acquisition of United, and pursuant to the shareholder's agreement entered into by the Company and a former shareholder of United (which shareholder was affiliated with Thomas H. Lee Partners, L.P.) in connection with the Merger (which shareholder's agreement was filed as an exhibit to the Company's Current Report on Form 8-K filed on January 4, 2005), the Company increased the size of its Board of Directors from eight to ten members. Scott A. Schoen and Charles A. Brizius, both of Thomas H. Lee Partners, L.P., have been appointed as the new members of the Company's Board of Directors. Mr. Schoen is Co-President and Mr. Brizius is Managing Director of Thomas H. Lee Partners, L.P. In addition, Robert L. Caulk, Chief Executive Officer of United, will become a member of Rayovac's Executive Committee.

David A. Jones, Chairman of the Board and Chief Executive Officer of the Company, and trusts for his family members, collectively owned 202,935 shares of United common stock as of immediately prior to the Merger, which shares were converted into an aggregate of 36,239 shares of Company common stock pursuant to the Merger. In addition, Mr. Jones held vested options to acquire 397,065 shares of United common stock at a weighted average exercise price of $2.00 per share, which, pursuant to the terms of the Merger Agreement, were cashed out in an amount equal to the number of shares underlying options having an exercise price less than $5.997 per share multiplied by the amount by which $5.997 exceeded the relevant option exercise price. Mr. Jones was a member of the Board of Directors of United from January 20, 1999 to December 31, 2003 and provided consulting services to United under an agreement that was terminated on September 28, 2004. Thomas R. Shepherd, a member of the Company's Board of Directors, is an investor in Thomas H. Lee Equity Fund IV, L.P, a large shareholder of United immediately prior to the Merger, and, as a result of the Merger, currently is a large shareholder of Rayovac. The Company's Board of Directors established an independent committee of the Board of Directors, which did not include Mr. Jones or Mr. Shepherd, to evaluate, negotiate and approve the terms of the acquisition of United.

For additional information regarding certain relationships involving Thomas H. Lee Partners, L.P. and its affiliates, please refer to Items 1.01 and 5.02(d) of this Current Report on Form 8-K.

Item 2.03. CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT.

(a)

The disclosures under Item 1.01 of this Current Report on Form 8-K relating to the Indenture and the Senior Credit Facility are incorporated herein by reference.

Item 3.03. MATERIAL MODIFICATION TO RIGHTS OF SECURITY HOLDERS

(a)

The disclosure under Item 1.01 of this Current Report on Form 8-K relating to the Third Supplemental Indenture is incorporated herein by reference.

(b)

The disclosure under Item 1.01 of this Current Report on Form 8-K relating to the Indenture and the Senior Credit Facility is incorporated herein by reference.

Item 5.02. DEPARTURE OF DIRECTORS OR PRINCIPAL OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF PRINCIPAL OFFICERS.

(d)

On February 7, 2005, Scott A. Schoen and Charles A. Brizius were appointed as members of the Company's Board of Directors. Mr. Schoen and Mr. Brizius were appointed pursuant to the shareholder's agreement (the "Shareholder's Agreement") by and between the Company and UIC Holdings, L.L.C. ("Holdings") dated as of January 3, 2005, which was filed as an exhibit to the Current Report on Form 8-K filed by the Company on January 4, 2005. On January 14, 2005, Holdings merged with and into United. As permitted by the Shareholder's Agreement, Holdings assigned its rights and obligations under the Shareholder's Agreement to Thomas H. Lee Partners, L.P. or its affiliates ("THL"). Pursuant to the Shareholder's Agreement, the Company will allow THL to include on any slate of directors presented to the Company's stockholders for election at the appropriate meeting of stockholders, to be approved by the Company's nominating committee, up to two directors on the Company's Board of Directors for so long as THL owns at least 15% of the Company's issued and outstanding common stock on a fully-diluted basis, and one director for so long as THL owns at least 10% of the Company's issued and outstanding common stock on a fully-diluted basis.

United previously had a professional services agreement with certain affiliates of Thomas H. Lee Partners, L.P. pursuant to which the Company paid $62,500 per month for management and other consulting services and reimbursed out-of-pocket expenses. In connection with the Merger, the professional services agreement was terminated effective as of the Merger. Messrs. Schoen and Brizius are members of Thomas H. Lee Advisors, LLC, which is the general partner of Thomas H. Lee Partners, L.P., which is the manager of THL Equity Advisors IV, LLC, which, in turn, is the general partner of each of the Thomas H. Lee related funds that were shareholders of United immediately prior to the Merger and now are significant shareholders of the Company.

For additional information regarding certain relationships involving Thomas H. Lee Partners, L.P. and its affiliates, please refer to Items 1.01 and 2.01 of this Current Report on Form 8-K.

Item 5.03. AMENDMENTS TO ARTICLES OF INCORPORATION OR BYLAWS; CHANGE IN FISCAL YEAR.

(a)

Effective as of February 7, 2005, the Board of Directors of the Company amended Section III.1 of the Company's By-Laws to change the permitted range of number of directors from between five and nine to between five and twelve. The full text of the amendment to the Company's By-Laws is attached as Exhibit 3.1 to this Current Report on Form 8-K.

Item 8.01. OTHER EVENTS.

On February 7, 2005 the Company issued a press release, a copy of which is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(a) Financial statements of businesses acquired

The financial statements required under this item are not included in this Current Report on Form 8-K. Such financial statements will be filed by amendment not later then 71 calendar days after the date that this Current Report on Form 8-K was required to be filed.

(b) Pro forma financial information

The pro forma financial information required under this item is not included in this Current Report on Form 8-K. Such information will be filed by amendment not later then 71 calendar days after the date that this Current Report on Form 8-K was required to be filed.

(c) Exhibits

Exhibit Number	Description of Exhibit
3.1	Amendment to the By-Laws of Rayovac Corporation, effective as of February 7, 2005
4.1	Indenture dated as of February 7, 2005 by and among Rayovac Corporation, certain of Rayovac Corporation's domestic subsidiaries and U.S. Bank National Association
4.2	Third Supplemental Indenture dated as of February 7, 2005 to the Indenture dated as of September 30, 2003 by and among Rayovac Corporation, certain of Rayovac Corporation's domestic subsidiaries and U.S. Bank National Association
4.3	Registration Rights Agreement dated as of February 7, 2005 by and between Rayovac Corporation, certain of Rayovac's domestic

subsidiaries, Banc of America Securities LLC, Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and ABN AMRO Incorporated

10.1	Fourth Amended and Restated Credit Agreement dated as of February 7, 2005 by and among Rayovac Corporation, the Subsidiary Borrowers named therein, Bank of America, N.A., Citicorp North America, Inc., Merrill Lynch Capital Corporation, the other lenders party thereto, Banc of America Securities LLC, Citigroup Global Markets Inc. and Merrill Lynch, Pierce, Fenner & Smith Incorporated
10.2	Security Agreement dated February 7, 2005 made by Rayovac Corporation and the other persons signatory thereto
10.3	ROV Guaranty dated as of February 7, 2005 made by certain subsidiaries of Rayovac Corporation
10.4	KGaA Guaranty dated as of February 7, 2005 made by Rayovac Corporation and certain subsidiaries of Rayovac Corporation
10.5	UK Guaranty dated as of February 7, 2005 made by Rayovac Corporation and certain subsidiaries of Rayovac Corporation
10.6	Registration Rights Agreement dated as of February 7, 2005 by and between Rayovac Corporation and certain former shareholders of United Industries Corporation
10.7	Standstill Agreement dated as of February 7, 2005 by and between Rayovac Corporation, Thomas H. Lee Equity Fund IV, L.P., THL Equity Advisors IV, LLC, Thomas H. Lee Partners, L.P. and Thomas H. Lee Advisors, L.L.C.
99.1	Press release dated February 7, 2005

SIGNATURES

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

Date: February 11, 2005

RAYOVAC CORPORATION

By: /s/ Randall J. Steward

Name: Randall J. Steward
Title: Executive Vice President and Chief Financial Officer

EXHIBIT INDEX

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99.1	Press release dated February 7, 2005

EXHIBIT 3.1

Amendment to Section III.1 of the Bylaws of Rayovac Corporation

Section III.1 of the Bylaws of Rayovac Corporation was amended to read in its entirety as follows:

> III.1 General Powers and Number. The business and affairs of the Corporation shall be managed by its Board of Directors. The number of directors shall be fixed from time to time by the Board of Directors, but in no event shall the number be greater than twelve (12) nor fewer than five (5).

EXHIBIT 4.1

RAYOVAC CORPORATION

7 3/8% SENIOR SUBORDINATED NOTES DUE 2015

INDENTURE

Dated as of February 7, 2005

U.S. Bank National Association

Trustee

CROSS-REFERENCE TABLE*

Trust Indenture Act Section	Indenture Section
310(a)(1)	7.10
(a)(2)	7.10
(a)(5)	7.10
(b)	7.10
311(a)	7.11
(b)	7.11
312(a)	2.05
(b)	12.03
(c)	12.03
313(a)	7.06
(b)(2)	7.06
(c)	7.06 12.02
(d)	7.06
314(a)	4.03 12.05
(c)	12.04
(e)	12.05
315(a)	7.01(b)
(b)	7.05
(c)	7.01(a)
(d)	7.01(c)
(e)	6.11
316(a)(last sentence)	2.09
(a)(1)(A)	6.05
(a)(1)(B)	6.04
(b)	6.07
(c)	6.15
317(a)(1)	6.08
(b)	6.07
(c)	2.04
318(a)	12.01

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* This Cross-Reference Table is not part of this Indenture.

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EXHIBITS

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Exhibit B	FORM OF CERTIFICATE OF TRANSFER
Exhibit C	FORM OF CERTIFICATE OF EXCHANGE
Exhibit D	FORM OF NOTE GUARANTEE
Exhibit E	FORM OF SUPPLEMENTAL INDENTURE
Schedule I	GUARANTORS

INDENTURE dated as of February 7, 2005 among Rayovac Corporation, a Wisconsin corporation (the "Company"), the Guarantors listed in Schedule I hereto and U.S. Bank National Association, as trustee (the "Trustee").

The Company, the Guarantors and the Trustee agree as follows for the benefit of each other and for the equal and proportionate benefit of the Holders of the 7 3/8% Senior Subordinated Notes due 2015 and the Exchange Notes (as defined herein).

ARTICLE 1

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01. Definitions.

"144A Global Note" means a global note in the form of Exhibit A hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of, and registered in the name of, the Depositary or its nominee that shall be issued in a denomination equal to the outstanding principal amount of the Notes sold in reliance on Rule 144A.

"Acquired Debt" means, with respect to any specified Person:

(a) Indebtedness of any other Person existing at the time such other Person is merged with or into, or becomes a Subsidiary of, such specified Person, whether or not such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Subsidiary of, such specified Person; and

(b) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"Additional Notes" means an unlimited maximum aggregate principal amount of Notes (other than the Notes issued on the Issue Date) issued under this Indenture in accordance with Sections 2.02 and subject to Section 4.09 hereof.

"Affiliate" of any specified Person means (a) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person or (b) any executive officer or director of such specified Person. For purposes of this definition, "control," as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; provided that beneficial ownership of 10% or more of the Voting Stock of a Person shall be deemed to be control. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" shall have correlative meanings; provided further that each of Paula Grundstucksverwaltungsgesellschaft mbH & Co. Vermietungs-KG, Mannheim and ROSATA Grundstucksvermietungsgesellschaft mbH & Co. Object Dischingen KG, Dusseldorf, shall not be deemed Affiliates of the Company or any of its Restricted Subsidiaries solely by

virtue of the beneficial ownership by the Company or its Restricted Subsidiaries of up to 20% of the Voting Stock of each entity.

"Agent" means any Registrar, Paying Agent or co-registrar.

"Applicable Procedures" means, with respect to any transfer or exchange of or for beneficial interests in any Global Note, the rules and procedures of the Depositary, Euroclear and Clearstream that apply to such transfer or exchange.

"Asset Sale" means:

(a) the sale, lease, conveyance or other disposition of any property or assets; provided that the sale, conveyance or other disposition of all or substantially all of the assets of the Company and its Restricted Subsidiaries, taken as a whole, shall be governed by the provisions of Section 4.14 and/or Section 5.01 and not by the provisions of Section 4.10; and

(b) the issuance of Equity Interests by any of the Company's Restricted Subsidiaries or the sale by the Company or any Restricted Subsidiary of Equity Interests in any of its Subsidiaries.

Notwithstanding the preceding, the following items shall be deemed not to be Asset Sales:

(i) any single transaction or series of related transactions that involves assets having a fair market value of less than $10.0 million;

(ii) a transfer of assets between or among the Company and its Restricted Subsidiaries;

(iii) an issuance of Equity Interests by a Restricted Subsidiary to the Company or to another Restricted Subsidiary of the Company;

(iv) the sale, lease or other disposition of equipment, inventory, accounts receivable or other assets in the ordinary course of business;

(v) the sale or other disposition of Cash Equivalents;

(vi) a Restricted Payment that is permitted by Section 4.07;

(vii) any sale or disposition of any property or equipment that has become damaged, worn out, obsolete or otherwise unsuitable or no longer required for use in the ordinary course of the business of the Company or its Restricted Subsidiaries;

(viii) the licensing of intellectual property in the ordinary course of business;

(ix) any sale or other disposition deemed to occur with creating or granting a Lien not otherwise prohibited by this Indenture; and

(x) upon the termination of the VARTA joint venture with VARTA AG, the sale, transfer or other disposition of the Equity Interests in FinanceCo (as defined in the VARTA Joint Venture Agreement) and the forgiveness of any loans owed by VARTA AG, in each case pursuant to, and in accordance with the terms of, the VARTA Joint Venture Agreement as in effect on the Issue Date.

"Bankruptcy Law" means any law relating to bankruptcy, insolvency, receivership, winding-up, liquidation, reorganization or relief of debtors or any amendment to, succession to or change in any such law, including, without limitation, the state bankruptcy law of the Company or the Guarantor's jurisdiction and title 11, United States Bankruptcy Code of 1978, as amended.

"Beneficial Owner" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" shall be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition. The terms "Beneficially Owns" and "Beneficially Owned" shall have a corresponding meaning.

"Board of Directors" means (a) with respect to a corporation, the board of directors of the corporation; (b) with respect to a partnership, the Board of Directors of the general partner of the partnership; and (c) with respect to any other Person, the board or committee of such Person serving a similar function.

"Board Resolution" means a resolution certified by the Secretary or an Assistant Secretary to have been duly adopted by the Board of Directors and to be in full force and effect on the date of such certification.

"Broker-Dealer" has the meaning set forth in the Registration Rights Agreement.

"Business Day" means any day other than a Legal Holiday.

"Calculation Date" has the meaning set forth in the definition of Fixed Charge Coverage Ratio.

"Capital Lease Obligation" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet in accordance with GAAP.

"Capital Stock" means (a) in the case of a corporation, corporate stock; (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock; (c) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and (d) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"Cash Equivalents" means (a) United States dollars, Euros and British Pounds Sterling; (b) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than six months from the date of acquisition; (c) certificates of deposit and eurodollar time deposits with maturities of six months or less from the date of acquisition, bankers' acceptances with maturities not exceeding six months and overnight bank deposits, in each case, with any domestic commercial bank having capital and surplus in excess of $500.0 million and a Thomson Bank Watch Rating of "B" or better; (d) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (b) and (c) above entered into with any financial institution meeting the qualifications specified in clause (c) above; (e) commercial paper having the highest rating obtainable from Moody's or S&P and in each case maturing within nine months after the date of acquisition; (f) marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof having the highest ratings obtainable from Moody's or S&P and maturing within six months from the date of acquisition thereof; (g) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (a) through (f) of this definition; and (h) in the case of a Foreign Subsidiary, local currency held by such Foreign Subsidiary from time to time in the ordinary course of business and Euros and British Pounds Sterling.

"Certificated Note" means a certificated note in registered certificated form in the name of the Holder thereof and issued in accordance with Section 2.06 hereof, in the form of Exhibit A hereto, except that such Note shall not bear the Global Note Legend and shall not have the "Schedule of Exchanges of Interests in the Global Note" attached thereto.

"Change of Control" means the occurrence of any of the following: (a) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its Restricted Subsidiaries, taken as a whole, to any "person" (as that term is used in Section 13(d)(3) of the Exchange Act); (b) the adoption of a plan relating to the liquidation or dissolution of the Company; (c) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) becomes the ultimate Beneficial Owner, directly or indirectly, of 50% or more of the voting power of the Voting Stock of the Company; (d) the first day on which a majority of the members of the Board of Directors of the Company are not Continuing Directors; or (e) the Company consolidates with, or merges with or into, any Person, or any Person consolidates with, or merges with or into the Company, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of the Company or such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where (i) the Voting Stock of the Company outstanding immediately prior to such transaction is converted into or exchanged for Voting Stock (other than Disqualified Stock) of the surviving or transferee Person constituting a majority of the outstanding shares of such Voting Stock of such surviving or transferee Person (immediately after giving effect to such issuance) and (ii) immediately after such transaction, no "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) becomes, directly or indirectly, the ultimate Beneficial Owner of 50% or more of the voting power of the Voting Stock of the surviving or transferee Person.

"Clearstream" means Clearstream Banking, societe anonyme.

"Consolidated Cash Flow" means, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period plus, without duplication: (a) provision for taxes based on income or profits of such Person and its Restricted Subsidiaries for such period, to the extent that such provision for taxes was deducted in computing such Consolidated Net Income; plus (b) Fixed Charges of such Person and its Restricted Subsidiaries for such period, to the extent that any such Fixed Charges were deducted in computing such Consolidated Net Income; plus (c) depreciation, amortization (including amortization of goodwill and other intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) and other non-cash expenses (excluding any charges referred to in clauses (d), (e), (f) and (g) without giving effect to the provisos, and any such non-cash expense to the extent that it represents an accrual of or reserve for cash expenses in any future period or amortization of a prepaid cash expense that was paid in a prior period) of such Person and its Restricted Subsidiaries for such period to the extent that such depreciation, amortization and other non-cash expenses were deducted in computing such Consolidated Net Income; plus (d) restructuring and related charges and other non-recurring charges incurred by the Company in the fiscal year ended September 30, 2004, to the extent such charges were deducted in computing Consolidated Net Income for such period; provided that the maximum aggregate amount of such charges shall not exceed $25.0 million; plus (e) for any period prior to the acquisition of Microlite, any operating losses and non-recurring charges incurred in such period by Microlite, to the extent such operating losses and non-recurring charges were reflected in computing Consolidated Net Income for such period; provided that the maximum aggregate amount of such operating losses and charges shall not exceed $8.1 million; plus (f) for any period prior to the acquisition of United, restructuring and related charges incurred in such period by United related to its acquisition of United Pet Group, Inc. or The Nu-Gro Company, to the extent such charges were deducted in computing Consolidated Net Income for such period; provided that the maximum aggregate amount of such charges shall not exceed $31.1 million; plus (g) restructuring and related charges related to the acquisition of United and any other acquisition, incurred during any period after September 30, 2004, and prior to September 30, 2008, to the extent such charges were deducted in computing Consolidated Net Income for such period; provided that the maximum aggregate amount of such charges shall not exceed $100.0 million; minus (h) non-cash items increasing such Consolidated Net Income for such period, other than the accrual of revenue consistent with past practice, in each case, on a consolidated basis and determined in accordance with GAAP.

Notwithstanding the preceding, the provision for taxes based on the income or profits of, and the depreciation and amortization and other non-cash expenses of, a Restricted Subsidiary of the Company shall be added to Consolidated Net Income to compute Consolidated Cash Flow of the Company (A) in the same proportion that the Net Income of such Restricted Subsidiary was added to compute such Consolidated Net Income of the Company and (B) only to the extent that a corresponding amount would be permitted at the date of determination to be dividended or distributed to the Company by such Restricted Subsidiary without prior governmental approval (that has not been obtained), and without direct or indirect restriction pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to that Subsidiary or its stockholders.

"Consolidated Net Income" means, with respect to any specified Person for any period, the aggregate of the Net Income of such Person and its Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; provided that:

(a) the Net Income (but not loss) of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting shall be included only to the extent of the amount of dividends or distributions paid in cash to the specified Person or a Restricted Subsidiary thereof;

(b) the Net Income of any Restricted Subsidiary shall be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its equityholders;

(c) the Net Income of any Person acquired during the specified period for any period prior to the date of such acquisition shall be excluded;

(d) the cumulative effect of a change in accounting principles shall be excluded; and

(e) notwithstanding clause (a) above, the Net Income (but not loss) of any Unrestricted Subsidiary shall be excluded, whether or not distributed to the specified Person or one of its Subsidiaries.

"Consolidated Net Tangible Assets" of any Person means, as of any date, the amount which, in accordance with GAAP, would be set forth under the caption "Total Assets" (or any like caption) on a consolidated balance sheet of such Person and its Restricted Subsidiaries, as of the end of the most recently ended fiscal quarter for which internal financial statements are available, less (a) all intangible assets, including, without limitation, goodwill, organization costs, patents, trademarks, copyrights, franchises, and research and development costs and (b) current liabilities.

"Continuing Directors" means, as of any date of determination, any member of the Board of Directors of the Company who (a) was a member of such Board of Directors on the Issue Date; or (b) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board at the time of such nomination or election.

"Corporate Trust Office of the Trustee" shall be at the address of the Trustee specified in Section 12.02 hereof or such other address as to which the Trustee may give notice to the Company.

"Credit Agreement" means that certain Credit Agreement, dated the date hereof, by and among the Company, VARTA, Bank of America, N.A., as Administrative Agent, and the other lenders named therein, including any related notes, Guarantees, collateral documents,

instruments and agreements executed in connection therewith, and in each case as amended, modified, renewed, refunded, replaced or refinanced from time to time, regardless of whether such amendment, modification, renewal, refunding, replacement or refinancing is with the same financial institutions or otherwise.

"Credit Facilities" means, one or more debt facilities (including, without limitation, the Credit Agreement) or commercial paper facilities, in each case with banks or other institutional lenders providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables) or letters of credit, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time.

"Custodian" means the Trustee, as custodian with respect to the Notes in global form, or any successor entity thereto.

"Default" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"Depositary" means, with respect to the Notes issuable or issued in whole or in part in global form, the Person specified in Section 2.03 hereof as the Depositary with respect to the Notes, and any and all successors thereto appointed as depositary hereunder and having become such pursuant to the applicable provision of this Indenture.

"Designated Senior Debt" means:

(a) any Indebtedness outstanding under the Credit Agreement; and

(b) after payment in full of all Obligations under the Credit Agreement, any other Senior Debt permitted under this Indenture the principal amount of which is $50.0 million or more and that has been designated by the Company as "Designated Senior Debt."

"Disqualified Stock" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is one year after the date on which the Notes mature, except to the extent such Capital Stock is solely redeemable with, or solely exchangeable for, any Equity Interests of the Company that are not Disqualified Stock. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders thereof have the right to require the Company to repurchase such Capital Stock upon the occurrence of a change of control or an asset sale shall not constitute Disqualified Stock if the terms of such Capital Stock provide that the Company may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with Section 4.07. The term "Disqualified Stock" shall also include any options, warrants or other rights that are convertible into Disqualified Stock or that are

redeemable at the option of the holder, or required to be redeemed, prior to the date that is one year after the date on which the Notes mature.

"Domestic Subsidiary" means any Restricted Subsidiary of the Company other than a Restricted Subsidiary that is (a) a "controlled foreign corporation" under Section 957 of the Internal Revenue Code or (b) a Subsidiary of any such controlled foreign corporation.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"Equity Offering" means a public or private offer and sale of common stock (other than Disqualified Stock) of the Company (other than common stock sold to a Subsidiary of the Company).

"Euroclear" means Euroclear S.A./N.V., as operator of the Euroclear System.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Notes" means the Notes issued in the Exchange Offer in accordance with Section 2.06(f) hereof.

"Exchange Offer" has the meaning set forth in the Registration Rights Agreement or any similar agreement with respect to any Additional Notes.

"Exchange Offer Registration Statement" has the meaning set forth in the Registration Rights Agreement or any similar agreement with respect to any Additional Notes.

"Existing Indebtedness" means the aggregate principal amount of Indebtedness of the Company and its Subsidiaries (other than Indebtedness under the Credit Agreement) in existence on the Issue Date after giving effect to the acquisition of United and, the application of the proceeds of the Notes and any Indebtedness under the Credit Agreement borrowed on the Issue Date, until such amounts are repaid.

"fair market value" means the price that would be paid in an arm's-length transaction between an informed and willing seller under no compulsion to sell and an informed and willing buyer under no compulsion to buy, as determined in good faith by the Board of Directors, whose determination shall be conclusive if evidenced by a Board Resolution.

"Fixed Charge Coverage Ratio" means, with respect to any specified Person for any period, the ratio of the Consolidated Cash Flow of such Person for such period to the Fixed Charges of such Person for such period. In the event that the specified Person or any of its Subsidiaries incurs, assumes, Guarantees, repays, repurchases or redeems any Indebtedness or issues, repurchases or redeems preferred stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "Calculation Date"), then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect to such incurrence, assumption, Guarantee, repayment, repurchase or redemption of

Indebtedness, or such issuance, repurchase or redemption of preferred stock, and the use of the proceeds therefrom as if the same had occurred at the beginning of the applicable four-quarter reference period.

In addition, for purposes of calculating the Fixed Charge Coverage Ratio:

(a) acquisitions and dispositions of business entities or property and assets constituting a division or line of business of any Person that have been made by the specified Person or any of its Restricted Subsidiaries, including through mergers or consolidations and including any related financing transactions, during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date shall be given pro forma effect as if they had occurred on the first day of the four-quarter reference period and Consolidated Cash Flow for such reference period shall be calculated on a pro forma basis in accordance with Regulation S-X under the Securities Act, but without giving effect to clause (c) of the proviso set forth in the definition of Consolidated Net Income; (b) the Consolidated Cash Flow attributable to discontinued operations, as determined in accordance with GAAP, shall be excluded; (c) the Fixed Charges attributable to discontinued operations, as determined in accordance with GAAP shall be excluded, but only to the extent that the obligations giving rise to such Fixed Charges shall not be obligations of the specified Person or any of its Subsidiaries following the Calculation Date; and (d) consolidated interest expense attributable to interest on any Indebtedness (whether existing or being incurred) computed on a pro forma basis and bearing a floating interest rate shall be computed as if the rate in effect on the Calculation Date (taking into account any interest rate option, swap, cap or similar agreement applicable to such Indebtedness if such agreement has a remaining term in excess of 12 months or, if shorter, at least equal to the remaining term of such Indebtedness) had been the applicable rate for the entire period.

"Fixed Charges" means, with respect to any specified Person for any period, the sum, without duplication, of (a) the consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued, including, without limitation, amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net of the effect of all payments made, received or accrued in connection with Hedging Obligations; plus (b) the consolidated interest of such Person and its Restricted Subsidiaries that was capitalized during such period; plus (c) any interest expense on Indebtedness of another Person that is Guaranteed by such Person or one of its Restricted Subsidiaries or secured by a Lien on assets of such Person or one of its Restricted Subsidiaries, whether or not such Guarantee or Lien is called upon; plus (d) the product of (i) all dividends, whether paid or accrued and whether or not in cash, on any series of Disqualified Stock or preferred stock of such Person or any of its Restricted Subsidiaries, other than (A) dividends on Equity Interests payable solely in Equity Interests of the Company (other than Disqualified Stock) or (B) dividends to the Company or a Restricted Subsidiary of the Company, times (ii) a fraction, the numerator of which is one and the denominator of which is one minus the then current combined federal, state and local statutory tax rate of such Person, expressed as a decimal, in each case, on a consolidated basis and in

accordance with GAAP; provided that Fixed Charges shall not include any interest expense of, or dividends paid by, VARTA to VARTA AG to the extent that the Company or a Restricted Subsidiary of the Company receives interest or dividends in cash from VARTA AG in connection with the VARTA Joint Venture Agreement as in effect on the Issue Date.

"Foreign Subsidiary" means any Restricted Subsidiary of the Company other than a Domestic Subsidiary.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants, the opinions and pronouncements of the Public Company Accounting Oversight Board and in the statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect on the Issue Date.

"Global Note Legend" means the legend set forth in Section 2.06(g)(ii), which is required to be placed on all Global Notes issued under this Indenture.

"Global Notes" means, individually and collectively, each of the Restricted Global Notes and the Unrestricted Global Notes, issued in accordance with certain sections of this Indenture and deposited with or on behalf of, and registered in the name of, the Depositary or its nominee.

"Government Securities" means direct obligations of, or obligations guaranteed by, the United States of America for the payment of which guarantee or obligations the full faith and credit of the United States is pledged.

"Guarantee" means, as to any Person, a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness of another Person.

"Guarantors" means:

(a) each direct or indirect Domestic Subsidiary of the Company on the Issue Date; and

(b) any other subsidiary that executes a Note Guarantee in accordance with the provisions of this Indenture;

and their respective successors and assigns until released from their obligations under their Note Guarantees and this Indenture in accordance with the terms of this Indenture.

"Hedging Obligations" means, with respect to any specified Person, the obligations of such Person under (a) interest rate swap agreements, interest rate cap agreements, interest rate collar agreements and other agreements or arrangements designed for the purpose of fixing, hedging or swapping interest rate risk; (b) commodity swap agreements, commodity option

agreements, forward contracts and other agreements or arrangements designed for the purpose of fixing, hedging or swapping commodity price risk; and (c) foreign exchange contracts, currency swap agreements and other agreements or arrangements designed for the purpose of fixing, hedging or swapping foreign currency exchange rate risk.

"Holder" means a Person in whose name a Note is registered.

"incur" means, with respect to any Indebtedness, to incur, create, issue, assume, Guarantee or otherwise become directly or indirectly liable for or with respect to, or become responsible for, the payment of, contingently or otherwise, such Indebtedness; provided that (a) any Indebtedness of a Person existing at the time such Person becomes a Restricted Subsidiary of the Company shall be deemed to be incurred by such Restricted Subsidiary at the time it becomes a Restricted Subsidiary of the Company; and (b) neither the accrual of interest nor the accretion of original issue discount nor the payment of interest in the form of additional Indebtedness with the same terms and the payment of dividends on Disqualified Stock in the form of additional shares of the same class of Disqualified Stock (to the extent provided for when the Indebtedness or Disqualified Stock on which such interest or dividend is paid was originally issued) shall be considered an incurrence of Indebtedness; provided that in each case the amount thereof is for all other purposes included in the Fixed Charges and Indebtedness of the Company or its Restricted Subsidiary as accrued.

"Indebtedness" means, with respect to any specified Person, any indebtedness of such Person, whether or not contingent:

(a) in respect of borrowed money;

(b) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof), but excluding obligations with respect to letters of credit (including trade letters of credit) securing obligations entered into in the ordinary course of business of such Person to the extent such letters of credit are not drawn upon or, if drawn upon, to the extent such drawing is reimbursed no later than the fifth Business Day following receipt by such Person of a demand for reimbursement);

(c) in respect of banker's acceptances;

(d) in respect of Capital Lease Obligations;

(e) in respect of the balance deferred and unpaid of the purchase price of any property, except any such balance that constitutes an accrued expense or trade payable;

(f) representing Hedging Obligations, other than Hedging Obligations that are incurred in the ordinary course of business for the purpose of fixing, hedging or swapping interest rate, commodity price or foreign currency exchange rate risk (or to reverse or amend any such agreements previously made for such purposes), and not for speculative purposes, and that do not increase the Indebtedness of the obligor outstanding at any time other than as a result of fluctuations in interest rates, commodity prices or foreign

currency exchange rates or by reason of fees, indemnities and compensation payable thereunder; or

(g) representing Disqualified Stock valued at the greater of its voluntary or involuntary maximum fixed repurchase price plus accrued dividends;

if and to the extent that any of the preceding items (other than letters of credit and Hedging Obligations) would appear as liability upon a balance sheet of the specified Person prepared in accordance with GAAP. In addition, the term "Indebtedness" includes (x) all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person), provided that the amount of such Indebtedness shall be the lesser of (A) the fair market value of such asset at such date of determination and (B) the amount of such Indebtedness, and (y) to the extent not otherwise included, the Guarantee by the specified Person of any Indebtedness of any other Person. For purposes hereof, the "maximum fixed repurchase price" of any Disqualified Stock which does not have a fixed repurchase price shall be calculated in accordance with the terms of such Disqualified Stock as if such Disqualified Stock were purchased on any date on which Indebtedness shall be required to be determined pursuant to this Indenture, and if such price is based upon, or measured by, the fair market value of such Disqualified Stock, such fair market value shall be determined in good faith by the Board of Directors of the issuer of such Disqualified Stock.

The amount of any Indebtedness outstanding as of any date shall be the outstanding balance at such date of all unconditional obligations as described above and, with respect to contingent obligations, the maximum liability upon the occurrence of the contingency giving rise to the obligation, and shall be:

(A) the accreted value thereof, in the case of any Indebtedness issued with original issue discount; and

(B) the principal amount thereof, together with any interest thereon that is more than 30 days past due, in the case of any other Indebtedness;

provided that Indebtedness shall not include:

(1) any liability for federal, state, local or other taxes;

(2) performance, surety or appeal bonds provided in the ordinary course of business; or

(3) agreements providing for indemnification, adjustment of purchase price or similar obligations, or Guarantees or letters of credit, surety bonds or performance bonds securing any obligations of the Company or any of its Restricted Subsidiaries pursuant to such agreements, in any case incurred in connection with the disposition of any business, assets or Restricted Subsidiary (other than Guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or Restricted Subsidiary for the purpose of financing such acquisition), so long as the principal amount does not exceed the gross proceeds actually received by the Company or any Restricted Subsidiary in connection with such disposition.

"Indenture" means this Indenture, as amended or supplemented from time to time.

"Indirect Participant" means a Person who holds a beneficial interest in a Global Note through a Participant.

"Interest Payment Date" means February 1 and August 1 of each year to Stated Maturity.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended.

"Investments" means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affiliates) in the forms of loans or other extensions of credit (including Guarantees, but excluding advances to customers or suppliers in the ordinary course of business that are, in conformity with GAAP, recorded as accounts receivable, prepaid expenses or deposits on the balance sheet of the Company or its Restricted Subsidiaries and endorsements for collection or deposit arising in the ordinary course of business), advances (excluding commission, travel, payroll and similar advances to officers and employees made consistent with past practices), capital contributions (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP.

If the Company or any Restricted Subsidiary of the Company sells or otherwise disposes of any Equity Interests of any direct or indirect Restricted Subsidiary of the Company such that, after giving effect to any such sale or disposition, such Person is no longer a Restricted Subsidiary of the Company, the Company shall be deemed to have made an Investment on the date of any such sale or disposition equal to the fair market value of the Investment in such Restricted Subsidiary not sold or disposed of in an amount determined as provided in Section 4.07. The acquisition by the Company or any Restricted Subsidiary of the Company of a Person that holds an Investment in a third Person shall be deemed to be an Investment by the Company or such Restricted Subsidiary in such third Person only if such Investment was made in contemplation of, or in connection with, the acquisition of such Person by the Company or such Restricted Subsidiary and the amount of any such Investment shall be determined as provided in the final paragraph of Section 4.07.

"Issue Date" means the date on which $700.0 million in aggregate principal amount of the Notes were originally issued under this Indenture.

"Legal Holiday" means a Saturday, a Sunday or a day on which commercial banks in The City of New York or at a place of payment are authorized or required by law, regulation or executive order to remain closed. If a payment date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is not a Legal Holiday, and no interest on such payment shall accrue for the intervening period.

"Letter of Transmittal" means the letter of transmittal to be prepared by the Company and sent to all Holders of the Notes for use by such Holders in connection with the Exchange Offer.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

"Liquidated Damages" means the additional amounts (if any) payable by the Company in the event of a Registration Default under, and as defined in, the Registration Rights Agreement.

"Maturity" means, with respect to any Indebtedness, the date on which any principal of such Indebtedness becomes due and payable as therein or herein provided, whether at the Stated Maturity with respect to such principal or by declaration of acceleration, call for redemption or purchase or otherwise.

"Microlite" means Microlite S.A. and its successors or assigns.

"Microlite Purchase Agreement" means the Share Purchase Agreement by and among the Company, ROV Holding, Inc. and the shareholders of Microlite dated February 21, 2004.

"Moody's" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"Net Income" means, with respect to any specified Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends, excluding, however, (a) any gain or loss, together with any related provision for taxes on such gain or loss, realized in connection with (i) any sale of assets outside the ordinary course of business of such Person; or (ii) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Indebtedness of such Person or any of its Restricted Subsidiaries; and (b) any extraordinary gain or loss, together with any related provision for taxes on such extraordinary gain or loss.

"Net Proceeds" means the aggregate cash proceeds, including payments in respect of deferred payment obligations (to the extent corresponding to the principal, but not the interest component, thereof) received by the Company or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of (a) the direct costs relating to such Asset Sale, including, without limitation, legal, accounting and investment banking fees, and sales commissions, and any relocation expenses incurred as a result thereof; (b) taxes paid or payable as a result thereof, in each case, after taking into account any available tax credits or deductions arising therefrom and any tax sharing arrangements in connection therewith; (c) amounts required to be applied to the repayment of Indebtedness or other liabilities, secured by a Lien on the asset or assets that were the subject of such Asset Sale, or required to be paid as a result of such sale; and (d) any reserve for adjustment in respect of the sale price of such asset or assets established in accordance with GAAP.

"Ningbo Baowang" means Ningbo Baowang Battery Company, Ltd. and its successors or assigns.

"Non-U.S. Person" means a Person who is not a U.S. Person.

"Note Guarantee" means the Guarantee by each Guarantor of the Company's payment obligations under this Indenture and on the Notes, executed pursuant to this Indenture.

"Notes" means the 7 3/8% Senior Subordinated Notes due 2015 of the Company issued on the Issue Date, the Exchange Notes and the Additional Notes. The Notes shall be treated as a single class for all purposes under this Indenture.

"Obligations" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"Officer" means, with respect to any Person, the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Controller, the Secretary or any Vice-President of such Person.

"Officers' Certificate" means a certificate signed on behalf of the Company by two Officers of the Company, one of whom must be the principal executive officer, the principal financial officer, the treasurer, or the principal accounting officer of the Company, that meets the requirements of Section 12.05 hereof.

"Opinion of Counsel" means an opinion from legal counsel that meets the requirements of Section 12.05 hereof. The counsel may be an employee of or counsel to the Company, any subsidiary of the Company or the Trustee.

"Participant" means, with respect to the Depositary, Euroclear or Clearstream, a Person who has an account with the Depositary, Euroclear or Clearstream, respectively (and, with respect to The Depository Trust Company, shall include Euroclear and Clearstream).

"Permitted Business" means any business conducted or proposed to be conducted by the Company and its Restricted Subsidiaries on the Issue Date and other businesses similar or reasonably related, ancillary or incidental thereto or reasonable extensions thereof.

"Permitted Investments" means:

(a) any Investment in the Company or in a Restricted Subsidiary of the Company;

(b) any Investment in Cash Equivalents;

(c) any Investment by the Company or any Restricted Subsidiary of the Company in a Person, if as a result of such Investment:

(i) such Person becomes a Restricted Subsidiary of the Company; or

(ii) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Company or a Restricted Subsidiary of the Company;

(d) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with Section 4.10;

(e) Investments to the extent acquired in exchange for the issuance of Equity Interests (other than Disqualified Stock) of the Company;

(f) Hedging Obligations that are incurred in the ordinary course of business for the purpose of fixing, hedging or swapping interest rate, commodity price or foreign currency exchange rate risk (or to reverse or amend any such agreements previously made for such purposes), and not for speculative purposes, and that do not increase the Indebtedness of the obligor outstanding at any time other than as a result of fluctuations in interest rates, commodity prices or foreign currency exchange rates or by reason of fees, indemnities and compensation payable thereunder;

(g) stock, obligations or securities received in satisfaction of judgments;

(h) Investments in securities of trade debtors or customers received pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of such trade creditors or customers or in good faith settlement of delinquent obligations of such trade debtors or customers or in compromise or resolution of litigation, arbitration or other disputes with Persons who are not Affiliates; and

(i) other Investments in any Person that is not an Affiliate of the Company (other than a Restricted Subsidiary) having an aggregate fair market value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (i) since the Issue Date, not to exceed $30.0 million.

"Permitted Junior Securities" means (a) Equity Interests in the Company or any Guarantor or any other business entity provided for by a plan of reorganization; and (b) debt securities of the Company or any Guarantor or any other business entity provided for by a plan of reorganization that are subordinated to the payment of all Senior Debt and any debt securities issued in exchange for Senior Debt to substantially the same extent as, or to a greater extent than, the Notes and the Note Guarantees are subordinated to Senior Debt under this Indenture.

"Permitted Liens" means:

(a) Liens on the assets of the Company and any Guarantor securing Senior Debt that was permitted by the terms of this Indenture to be incurred;

(b) Liens in favor of the Company or any Restricted Subsidiary;

(c) Liens on property of a Person existing at the time such Person is merged with or into or consolidated with the Company or any Restricted Subsidiary of the Company; provided that such Liens were in existence prior to the contemplation of such merger or consolidation and do not extend to any assets other than those of the Person merged into or consolidated with the Company or the Restricted Subsidiary;

(d) Liens on property existing at the time of acquisition thereof by the Company or any Restricted Subsidiary of the Company, provided that such Liens were in existence prior to the contemplation of such acquisition and do not extend to any property other than the property so acquired by the Company or the Restricted Subsidiary;

(e) Liens existing on the Issue Date;

(f) Liens securing Permitted Refinancing Indebtedness; provided that such Liens do not extend to any property or assets other than the property or assets that secure the Indebtedness being refinanced;

(g) Liens incurred in the ordinary course of business of the Company or any Restricted Subsidiary of the Company with respect to obligations that do not exceed $25.0 million at any one time outstanding; and

(h) Liens on the assets of a Foreign Subsidiary securing Indebtedness of a Foreign Subsidiary that was permitted by the terms of the Indenture to be incurred.

"Permitted Refinancing Indebtedness" means any Indebtedness of the Company or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund other Indebtedness of the Company or any of its Restricted Subsidiaries (other than intercompany Indebtedness); provided that:

(a) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so extended, refinanced, renewed, replaced, defeased or refunded (plus all accrued interest thereon and the amount of any reasonably determined premium necessary to accomplish such refinancing and such reasonable expenses incurred in connection therewith);

(b) such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

(c) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is subordinated in right of payment to the Notes or the Note Guarantees, such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and is subordinated in right of payment to, the Notes on terms at least as favorable to the Holders of Notes as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

(d) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is pari passu in right of payment with the Notes or any Note Guarantees, such Permitted Refinancing Indebtedness is pari passu with, or subordinated in right of payment to, the Notes or such Note Guarantees; and

(e) such Indebtedness is incurred either by the Company or by the Restricted Subsidiary who is the obligor on the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"preferred stock" means, with respect to any Person, any Capital Stock of such Person that has preferential rights to any other Capital Stock of such Person with respect to dividends or redemption upon liquidation.

"Private Placement Legend" means the legend set forth in Section 2.06(g)(i) to be placed on all Notes issued hereunder except where otherwise permitted by this Indenture.

"QIB" means a "qualified institutional buyer" as defined in Rule 144A.

"Record Date" for the interest payable on any Interest Payment Date means March 15 or September 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date.

"Registration Rights Agreement" means the Registration Rights Agreement, dated February 7, 2005, among the Company, the Guarantors, Banc of America Securities LLC, Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and ABN AMRO Incorporated.

"Regulation S" means Regulation S promulgated under the Securities Act.

"Regulation S Global Note" means a Regulation S Temporary Global Note or a Regulation S Permanent Global Note, as appropriate.

"Regulation S Permanent Global Note" means a permanent Global Note in the form of Exhibit A hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of and registered in the name of the Depositary or its nominee, issued in a denomination equal to the outstanding principal amount of the Regulation S Temporary Global Note upon expiration of the Restricted Period.

"Regulation S Temporary Global Note" means a temporary global Note in the form of Exhibit A hereto bearing the Global Note Legend, the Private Placement Legend and the Temporary Regulation S Legend and deposited with or on behalf of and registered in the name of the Depositary or its nominee, issued in a denomination equal to the outstanding principal amount of the Notes initially sold in reliance on Rule 903 of Regulation S.

"Replacement Assets" means (a) non-current assets that shall be used or useful in a Permitted Business or (b) all or substantially all of the assets of a Permitted Business or a majority of the Voting Stock of any Person engaged in a Permitted Business that shall become on the date of acquisition thereof a Restricted Subsidiary of the Company.

"Representative" means the Trustee, agent or representative for any Senior Debt.

"Responsible Officer" when used with respect to the Trustee, means any officer within the Corporate Trust Administration of the Trustee (or any successor group of the Trustee) or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Indenture.

"Restricted Certificated Note" means a Certificated Note bearing the Private Placement Legend.

"Restricted Global Note" means individually and collectively a 144A Global Note, a Regulation S Permanent Global Note and a Regulation S Temporary Global Note.

"Restricted Investment" means an Investment other than a Permitted Investment.

"Restricted Period" means the 40-day restricted period as defined in Regulation S.

"Restricted Subsidiary" of a Person means any Subsidiary of the referent Person that is not an Unrestricted Subsidiary.

"Rule 144" means Rule 144 promulgated under the Securities Act.

"Rule 144A" means Rule 144A promulgated under the Securities Act.

"Rule 903" means Rule 903 promulgated under the Securities Act.

"Rule 904" means Rule 904 promulgated the Securities Act.

"S&P" means Standard and Poor's Rating Services or any successor to the rating agency business thereof and its successors.

"Sale and Leaseback Transaction" means, with respect to any Person, any transaction involving any of the assets or properties of such Person whether now owned or hereafter acquired, whereby such Person sells or transfers such assets or properties and then or thereafter leases such assets or properties or any part thereof or any other assets or properties which such Person intends to use for substantially the same purpose or purposes as the assets or properties sold or transferred.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Senior Debt" means:

(a) all Indebtedness of the Company or any Guarantor outstanding under Credit Facilities and all Hedging Obligations with respect thereto;

(b) any other Indebtedness of the Company or any Guarantor permitted to be incurred under the terms of this Indenture, unless the instrument under which such Indebtedness is incurred expressly provides that it is on a parity with or subordinated in right of payment to the Notes or any Note Guarantee; and

(c) all Obligations with respect to the items listed in the preceding clauses (a) and (b).

Notwithstanding anything to the contrary in the preceding paragraph, Senior Debt shall not include:

(i) any liability for federal, state, local or other taxes owed or owing by the Company or any Guarantor;

(ii) any Indebtedness of the Company or any Guarantor to any of their Subsidiaries or other Affiliates;

(iii) any trade payables;

(iv) the portion of any Indebtedness that is incurred in violation of this Indenture;

(v) any Indebtedness of the Company or any Guarantor that, when incurred, was without recourse to the Company or such Guarantor;

(vi) any repurchase, redemption or other obligation in respect of Disqualified Stock; or

(vii) the 8 1/2% Senior Subordinated Notes due 2013 of the Company.

"Shelf Registration Statement" means the Shelf Registration Statement as defined in the Registration Rights Agreement.

"Significant Subsidiary" means any Subsidiary that would constitute a "significant subsidiary" within the meaning of Article 1 of Regulation S-X of the Securities Act.

"Stated Maturity" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which such payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and shall not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"Subsidiary" means, with respect to any specified Person: (a) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and any partnership (i) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (ii) the only general partners of which are such Person or one or more Subsidiaries of such Person (or any combination thereof).

"Temporary Regulation S Legend" means the legend set forth in Section 2.06(h), which is required to be placed on the Regulation S Temporary Global Note.

"TIA" means the Trust Indenture Act of 1939, as amended (15 U.S.C. ss.ss. 77aaa-77bbbb) as in effect on the date on which this Indenture is qualified under the TIA.

"Trustee" means the party named as such in the preamble to this Indenture until a successor replaces it in accordance with this Indenture and thereafter means the successor serving hereunder.

"United" means United Industries Corporation.

"Unrestricted Certificated Note" means one or more Certificated Notes that do not bear and are not required to bear the Private Placement Legend.

"Unrestricted Global Note" means a permanent global Note in the form of Exhibit A attached hereto that bears the Global Note Legend and that has the "Schedule of Exchanges of Interests in the Global Note" attached thereto, and that is deposited with or on behalf of and registered in the name of the Depositary, representing a series of Notes that do not bear the Private Placement Legend.

"Unrestricted Subsidiary" means any Subsidiary of the Company that is designated by the Board of Directors of the Company as an Unrestricted Subsidiary pursuant to a Board Resolution in compliance with Section 4.16 and any Subsidiary of such Subsidiary.

"U.S. Person" means a U.S. person as defined in Rule 902(o) under the Securities Act.

"VARTA" means Varta Geratebatterie GmbH and its successors or assignees.

"VARTA Joint Venture Agreement" means the agreement among VARTA AG, the Company and ROV German Limited GmbH dated July 28, 2002, as amended.

"Voting Stock" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or

other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that shall elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness.

"Wholly Owned Restricted Subsidiary" of any specified Person means a Restricted Subsidiary of such Person all of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares or Investments by foreign nationals mandated by applicable law) shall at the time be owned by such Person or by one or more Wholly Owned Restricted Subsidiaries of such Person and one or more Wholly Owned Restricted Subsidiaries of such Person.

Section 1.02. Other Definitions.

Term	Defined in Section
"Affiliate Transaction"	4.11
"Asset Sale Offer"	4.10
"Authentication Order"	2.02
"Change of Control Offer"	4.14
"Change of Control Payment"	4.14
"Change of Control Payment Date"	4.14
"Company"	Preamble
"Covenant Defeasance"	8.03
"DTC"	2.03
"Event of Default"	6.01
"Excess Proceeds"	4.10
"Legal Defeasance"	8.02
"Offer Amount"	3.09
"Offer Period"	3.09
"Paying Agent"	2.03
"Payment Blockage Notice"	10.03
"Payment Default"	6.01
"Permitted Debt"	4.09
"Purchase Date"	3.09
"Registrar"	2.03
"Repurchase Offer"	3.09
"Restricted Payments"	4.07

Section 1.03. Incorporation by Reference of Trust Indenture Act. The mandatory provisions of the TIA that are required to be a part of and govern indentures qualified under the TIA are incorporated by reference in and are a part of this Indenture, whether or not this Indenture is so qualified. Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture.

The following TIA terms used in this Indenture have the following meanings:

"indenture securities" means the Notes;

"indenture security Holder" means a Holder of a Note;

"indenture to be qualified" means this Indenture;

"indenture trustee" or "institutional trustee" means the Trustee; and

"obligor" on the Notes means the Company and any successor obligor upon the Notes.

All other terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule under the TIA have the meanings so assigned to them.

Section 1.04. Rules of Construction. Unless the context otherwise requires:

(a) a term has the meaning assigned to it;

(b) "or" is not exclusive;

(c) "including" or "include" means including or include without limitation;

(d) words in the singular include the plural and words in the plural include the singular;

(e) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section, clause or other subdivision;

(f) "$," "U.S. Dollars" and "United States Dollars" each refer to United States dollars, or such other money of the United States that at the time of payment is legal tender for payment of public and private debts;

(g) provisions apply to successive events and transactions;

(h) references to sections of or rules under the Securities Act shall be deemed to include substitute, replacement or successor sections or rules adopted by the SEC from time to time; and

(i) unless the context otherwise requires, any reference to an "Article" or a "Section" refers to an Article or a Section, as the case may be, of this Indenture.

ARTICLE 2
THE NOTES

Section 2.01. Form and Dating. (a) General. The Notes and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A hereto. The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage. Each Note shall be dated the date of its authentication. The Notes shall be issued in registered, global form and shall be in denominations of $1,000 and integral multiples of $1,000 in excess thereof.

The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Indenture and the Company, the Guarantors and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Note conflicts with this Indenture, this Indenture shall govern and be controlling.

(b) Global Notes. Notes issued in global form shall be substantially in the form of Exhibit A attached hereto (including the Global Note Legend thereon and the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Notes issued in definitive form shall be substantially in the form of Exhibit A attached hereto (but without the Global Note Legend thereon and without the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Each Global Note shall represent such of the outstanding Notes as shall be specified therein and each shall provide that it shall represent the aggregate principal amount of outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes represented thereby shall be made by the Trustee, in accordance with instructions given by the Holder thereof as required by Section 2.06 hereof.

(c) Temporary Global Notes. Notes offered and sold in reliance on Regulation S shall be issued initially in the form of the Regulation S Temporary Global Note, which shall be deposited on behalf of the purchasers of the Notes represented thereby with the Trustee, as custodian for The Depository Trust Company in New York, New York, and registered in the name of the Depositary or the nominee of the Depositary for the accounts of designated agents holding on behalf of Euroclear or Clearstream, duly executed by the Company and authenticated by the Trustee as hereinafter provided. The Restricted Period shall be terminated upon the receipt by the Trustee of (i) a written certificate from Euroclear and Clearstream certifying that they have received certification of non-United States beneficial ownership of 100% of the aggregate principal amount of the Regulation S Temporary Global Note (except to the extent of any Beneficial Owners thereof who acquired an interest therein during the Restricted Period pursuant to another exemption from registration under the Securities Act and who shall take delivery of a beneficial ownership interest in a 144A Global Note bearing a Private Placement Legend, all as contemplated by Section 2.06(b)(ii) hereof), and (ii) an Officers' Certificate from

the Company. Following the termination of the Restricted Period, beneficial interests in the Regulation S Temporary Global Note shall be exchanged for beneficial interests in Regulation S Permanent Global Notes pursuant to the Applicable Procedures. Simultaneously with the authentication of Regulation S Permanent Global Notes, the Trustee shall cancel the Regulation S Temporary Global Note. The aggregate principal amount of the Regulation S Temporary Global Note and the Regulation S Permanent Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary or its nominee, as the case may be, in connection with transfers of interest as hereinafter provided.

(d) Euroclear and Clearstream Procedures Applicable. The provisions of the "Operating Procedures of the Euroclear System" and "Terms and Conditions Governing Use of Euroclear" and the "General Terms and Conditions of Clearstream Banking" and "Customer Handbook" of Clearstream shall be applicable to transfers of beneficial interests in the Regulation S Global Notes that are held by Participants through Euroclear or Clearstream.

Section 2.02. Execution and Authentication. One Officer shall sign the Notes for the Company by manual or facsimile signature.

If an Officer whose signature is on a Note no longer holds that office at the time a Note is authenticated, the Note shall nevertheless be valid.

A Note shall not be valid until authenticated by the manual signature of the Trustee. The signature shall be conclusive evidence that the Note has been authenticated under this Indenture.

The aggregate principal amount of Notes which may be authenticated and delivered under this Indenture is unlimited.

The Trustee shall, upon a written order of the Company signed by one Officer (an "Authentication Order"), authenticate Notes for original issue up to the aggregate principal amount authorized pursuant to this Indenture.

The Trustee may appoint an authenticating agent acceptable to the Company to authenticate Notes. An authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with Holders or an Affiliate of the Company.

Section 2.03. Registrar and Paying Agent. The Company shall maintain an office or agency where Notes may be presented for registration of transfer or for exchange ("Registrar") and an office or agency where Notes may be presented for payment ("Paying Agent"). The Registrar shall keep a register of the Notes and of their transfer and exchange. The Company may appoint one or more co-registrars and one or more additional paying agents. The term "Registrar" includes any co-registrar and the term "Paying Agent" includes any additional paying agent. The Company may change any Paying Agent or Registrar without notice to any Holder. The Company shall promptly notify the Trustee in writing of the name and address of

any Agent not a party to this Indenture. If the Company fails to appoint or maintain another entity as Registrar or Paying Agent, the Trustee shall act as such. The Company or any of its Subsidiaries may act as Paying Agent or Registrar.

The Company initially appoints The Depository Trust Company ("DTC") to act as Depositary with respect to the Global Notes.

The Company initially appoints the Trustee to act as the Registrar and Paying Agent and to act as Custodian with respect to the Global Notes.

Section 2.04. Paying Agent to Hold Money in Trust. The Company shall require each Paying Agent other than the Trustee to agree in writing that the Paying Agent shall hold in trust for the benefit of Holders or the Trustee all money held by the Paying Agent for the payment of principal, premium, if any, or Liquidated Damages, if any, or interest on the Notes, and shall notify the Trustee of any default by the Company in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Company or a Subsidiary thereof) shall have no further liability for the money. If the Company or a Subsidiary thereof acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of the Holders all money held by it as Paying Agent. Upon any bankruptcy or reorganization proceedings relating to the Company, the Trustee shall serve as Paying Agent for the Notes.

Section 2.05. Holder Lists. The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all Holders and shall otherwise comply with TIA ss. 312(a). If the Trustee is not the Registrar, the Company shall furnish to the Trustee at least seven Business Days before each Interest Payment Date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of the Holders of Notes and the Company shall otherwise comply with TIA ss. 312(a).

Section 2.06. Transfer and Exchange. (a) Transfer and Exchange of Global Notes. A Global Note may not be transferred as a whole except by the Depositary to a nominee of the Depositary, by a nominee of the Depositary to the Depositary or to another nominee of the Depositary, by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary. All Global Notes shall be exchanged by the Company for Certificated Notes if (i) the Company delivers to the Trustee notice from the Depositary that it is unwilling or unable to continue to act as Depositary or that it is no longer a clearing agency registered under the Exchange Act and, in either case, a successor Depositary is not appointed by the Company within 120 days after the date of such notice from the Depositary or (ii) the Company in its sole discretion determines that the Global Notes (in whole but not in part) should be exchanged for Certificated Notes and delivers a written notice to such effect to the Trustee; provided that in no event shall the Regulation S Temporary Global Note be exchanged by the Company for Certificated Notes prior to (x) the expiration of the Restricted Period and (y) the receipt by the Registrar of any certificates required pursuant to Rule 903(b)(3)(ii)(B) under the Securities Act or (iii) there shall have occurred and be continuing a Default or Event of Default

with respect to the Notes. Upon the occurrence of any of the preceding events in (i), (ii) or (iii) above, Certificated Notes shall be issued in such names as the Depositary shall instruct the Trustee. Global Notes also may be exchanged or replaced, in whole or in part, as provided in Sections 2.07, 2.10 and 2.11 hereof. Every Note authenticated and delivered in exchange for, or in lieu of, a Global Note or any portion thereof, pursuant to this Section 2.06 or Section 2.07, 2.10 or 2.11 hereof, shall be authenticated and delivered in the form of, and shall be, a Global Note. A Global Note may not be exchanged for another Note other than as provided in this Section 2.06(a), however, beneficial interests in a Global Note may be transferred and exchanged as provided in Section 2.06(b), (c) or (f) hereof.

(b) Transfer and Exchange of Beneficial Interests in the Global Notes. The transfer and exchange of beneficial interests in the Global Notes shall be effected through the Depositary, in accordance with this Indenture and the Applicable Procedures. Beneficial interests in the Restricted Global Notes shall be subject to restrictions on transfer comparable to those set forth herein to the extent required by the Securities Act. Transfers of beneficial interests in the Global Notes also shall require compliance with either subparagraph (i) or (ii) below, as applicable, as well as one or more of the other following subparagraphs, as applicable:

(i) Transfer of Beneficial Interests in the Same Global Note. Beneficial interests in any Restricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Restricted Global Note in accordance with the transfer restrictions set forth in the Private Placement Legend; provided, however, that prior to the expiration of the Restricted Period, transfers of beneficial interests in the Regulation S Temporary Global Note may not be made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). Beneficial interests in any Unrestricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note. No written orders or instructions shall be required to be delivered to the Registrar to effect the transfers described in this Section 2.06(b)(i).

(ii) All Other Transfers and Exchanges of Beneficial Interests in Global Notes. In connection with all transfers and exchanges of beneficial interests that are not subject to Section 2.06(b)(i) above, the transferor of such beneficial interest shall deliver to the Registrar either (A) a written order from a Participant or an Indirect Participant given to the Depositary in accordance with the Applicable Procedures directing the Depositary to credit or cause to be credited a beneficial interest in the Global Note in an amount equal to the beneficial interest to be transferred or exchanged and instructions given in accordance with the Applicable Procedures containing information regarding the Participant account to be credited with such increase or (B) a written order from a Participant or an Indirect Participant given to the Depositary in accordance with the Applicable Procedures directing the Depositary to cause to be issued a Certificated Note in an amount equal to the beneficial interest to be transferred or exchanged and instructions given by the Depositary to the Registrar containing information regarding the Person in whose name such Certificated Note shall be registered to effect the transfer or exchange referred to in (A) above; provided that in no event shall Certificated Notes be issued upon the transfer or exchange of beneficial interests in the Regulation S

Temporary Global Note prior to (x) the expiration of the Restricted Period and (y) the receipt by the Registrar of any certificates required pursuant to Rule 903 under the Securities Act. Upon consummation of an Exchange Offer by the Company in accordance with Section 2.06(f) hereof, the requirements of this Section 2.06(b)(ii) shall be deemed to have been satisfied upon receipt by the Registrar of the instructions contained in the Letter of Transmittal delivered by the Holder of such beneficial interests in the Restricted Global Notes. Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in Global Notes contained in this Indenture and the Notes or otherwise applicable under the Securities Act, the Trustee shall adjust the principal amount of the relevant Global Note(s) pursuant to Section 2.06(i) hereof.

(iii) Transfer of Beneficial Interests to Another Restricted Global Note. A beneficial interest in any Restricted Global Note may be transferred to a Person who takes delivery thereof in the form of a beneficial interest in another Restricted Global Note if the transfer complies with the requirements of Section 2.06(b)(ii) above and the Registrar receives the following:

(A) if the transferee shall take delivery in the form of a beneficial interest in the 144A Global Note, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (1) thereof; and

(B) if the transferee shall take delivery in the form of a beneficial interest in the Regulation S Global Note, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (2) thereof.

(iv) Transfer and Exchange of Beneficial Interests in a Restricted Global Note for Beneficial Interests in the Unrestricted Global Note. A beneficial interest in any Restricted Global Note may be exchanged by any holder thereof for a beneficial interest in an Unrestricted Global Note or transferred to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note if the exchange or transfer complies with the requirements of Section 2.06(b)(ii) above and:

(A) such exchange or transfer is effected pursuant to the Exchange Offer in accordance with the Registration Rights Agreement and the holder of the beneficial interest to be transferred, in the case of an exchange, or the transferee, in the case of a transfer, certifies in the applicable Letter of Transmittal that it is not (1) a Broker-Dealer, (2) a Person participating in the distribution of the Exchange Notes or (3) a Person who is an affiliate (as defined in Rule 144) of the Company;

(B) such transfer is effected pursuant to the Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) such transfer is effected by a Broker-Dealer pursuant to the Exchange Offer Registration Statement in accordance with the Registration Rights Agreement; or

(D) the Registrar receives the following:

(1) if the Holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a beneficial interest in an Unrestricted Global Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (1)(a) thereof; or

(2) if the Holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note, a certificate from such Holder in the form of Exhibit B hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (D), if the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

If any such transfer is effected pursuant to subparagraph (B) or (D) above at a time when an Unrestricted Global Note has not yet been issued, the Company shall issue and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the aggregate principal amount of beneficial interests transferred pursuant to subparagraph (B) or (D) above.

Beneficial interests in an Unrestricted Global Note cannot be exchanged for, or transferred to Persons who take delivery thereof in the form of, a beneficial interest in a Restricted Global Note.

(c) Transfer or Exchange of Beneficial Interests for Certificated Notes.

(i) Beneficial Interests in Restricted Global Notes to Restricted Certificated Notes. If any Holder of a beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Certificated Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Restricted Certificated Note, then, upon receipt by the Registrar of the following documentation:

(A) if the Holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Certificated Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (2)(a) thereof;

(B) if such beneficial interest is being transferred to a QIB in accordance with Rule 144A under the Securities Act, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (1) thereof;

(C) if such beneficial interest is being transferred to a Non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904 under the Securities Act, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (2) thereof;

(D) if such beneficial interest is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144 under the Securities Act, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(a) thereof;

(E) if such beneficial interest is being transferred to the Company or any of its Subsidiaries, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(b) thereof; or

(F) if such beneficial interest is being transferred pursuant to an effective registration statement under the Securities Act, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(c) thereof,

the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.06(i) hereof, and the Company shall execute and the Trustee shall authenticate and deliver to the Person designated in the instructions a Certificated Note in the appropriate principal amount. Any Certificated Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 2.06(c) shall be registered in such name or names and in such authorized denomination or denominations as the holder of such beneficial interest shall instruct the Registrar through instructions from the Depositary and the Participant or Indirect Participant. The Trustee shall deliver such Certificated Notes to the Persons in whose names such Notes are so registered. Any Certificated Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 2.06(c)(i) shall bear the Private Placement Legend and shall be subject to all restrictions on transfer contained therein.

(ii) Beneficial Interests in Regulation S Temporary Global Note to Definitive Notes. Notwithstanding Sections 2.06(c)(i)(A) and (C), a beneficial interest in the Regulation S Temporary Global Note may not be exchanged for a Certificated Note or transferred to a Person who takes delivery thereof in the form of a Certificated Note prior to (x) the expiration of the Restricted Period and (y) the receipt by the Registrar of any certificates required pursuant to Rule 903(b)(3)(ii)(B) under the Securities Act, except in the case of a transfer pursuant to an exemption from the registration requirements of the Securities Act other than Rule 903 or Rule 904.

(iii) Beneficial Interests in Restricted Global Notes to Unrestricted Certificated Notes. A Holder of a beneficial interest in a Restricted Global Note may exchange such beneficial interest for an Unrestricted Certificated Note or may transfer such beneficial interest to a Person who takes delivery thereof in the form of an Unrestricted Certificated Note only if:

(A) such exchange or transfer is effected pursuant to the Exchange Offer in accordance with the Registration Rights Agreement and the Holder of such beneficial interest, in the case of an exchange, or the transferee, in the case of a transfer, certifies in the applicable Letter of Transmittal that it is not (1) a Broker-Dealer, (2) a Person participating in the distribution of the Exchange Notes or (3) a Person who is an affiliate (as defined in Rule 144) of the Company;

(B) such transfer is effected pursuant to the Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) such transfer is effected by a Broker-Dealer pursuant to the Exchange Offer Registration Statement in accordance with the Registration Rights Agreement; or

(D) the Registrar receives the following:

(1) if the Holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Certificated Note that does not bear the Private Placement Legend, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (1)(b) thereof; or

(2) if the Holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a Certificated Note that does not bear the Private Placement Legend, a certificate from such Holder in the form of Exhibit B hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (D), if the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

(iv) Beneficial Interests in Unrestricted Global Notes to Unrestricted Certificated Notes. If any Holder of a beneficial interest in an Unrestricted Global Note proposes to exchange such beneficial interest for a Certificated Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Certificated Note, then, upon satisfaction of the conditions set forth in Section 2.06(b)(ii) hereof, the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.06(i) hereof, and the Company shall execute and the Trustee shall authenticate and deliver to the Person designated in the instructions a Certificated Note in the appropriate principal amount. Any Certificated Note issued in exchange for a beneficial interest pursuant to this Section 2.06(c)(iv) shall be registered in such name or names and in such authorized denomination or denominations as the Holder of such beneficial interest shall instruct the Registrar through instructions from

the Depositary and the Participant or Indirect Participant. The Trustee shall deliver such Certificated Notes to the Persons in whose names such Notes are so registered. Any Certificated Note issued in exchange for a beneficial interest pursuant to this Section 2.06(c)(iv) shall not bear the Private Placement Legend.

(d) Transfer and Exchange of Certificated Notes for Beneficial Interests.

(i) Restricted Certificated Notes to Beneficial Interests in Restricted Global Notes. If any Holder of a Restricted Certificated Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note or to transfer such Restricted Certificated Note to a Person who takes delivery thereof in the form of a beneficial interest in a Restricted Global Note, then, upon receipt by the Registrar of the following documentation:

(A) if the Holder of such Restricted Certificated Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (2)(b) thereof;

(B) if such Restricted Certificated Note is being transferred to a QIB in accordance with Rule 144A under the Securities Act, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (1) thereof;

(C) if such Restricted Certificated Note is being transferred to a Non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904 under the Securities Act, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (2) thereof;

(D) if such Restricted Certificated Note is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144 under the Securities Act, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(a) thereof;

(E) if such Restricted Certificated Note is being transferred to the Company or any of its Subsidiaries, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(b) thereof; or

(F) if such Restricted Certificated Note is being transferred pursuant to an effective registration statement under the Securities Act, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(c) thereof,

the Trustee shall cancel the Restricted Certificated Note, increase or cause to be increased the aggregate principal amount of, in the case of clause (A) above, the appropriate Restricted Global Note, in the case of clause (B) above, the 144A Global Note, and in the case of clause (C) above, the Regulation S Global Note.

(ii) Restricted Certificated Notes to Beneficial Interests in Unrestricted Global Notes. A Holder of a Restricted Certificated Note may exchange such Note for a beneficial interest in an Unrestricted Global Note or transfer such Restricted Certificated Note to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note only if:

(A) such exchange or transfer is effected pursuant to the Exchange Offer in accordance with the Registration Rights Agreement and the Holder, in the case of an exchange, or the transferee, in the case of a transfer, certifies in the applicable Letter of Transmittal that it is not (1) a Broker-Dealer, (2) a Person participating in the distribution of the Exchange Notes or (3) a Person who is an affiliate (as defined in Rule 144) of the Company;

(B) such transfer is effected pursuant to the Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) such transfer is effected by a Broker-Dealer pursuant to the Exchange Offer Registration Statement in accordance with the Registration Rights Agreement; or

(D) the Registrar receives the following:

(1) if the Holder of such Certificated Notes proposes to exchange such Notes for a beneficial interest in the Unrestricted Global Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (1)(c) thereof; or

(2) if the Holder of such Certificated Notes proposes to transfer such Notes to a Person who shall take delivery thereof in the form of a beneficial interest in the Unrestricted Global Note, a certificate from such Holder in the form of Exhibit B hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (D), if the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

Upon satisfaction of the conditions of any of the subparagraphs in this Section 2.06(d)(ii), the Trustee shall cancel the Certificated Notes and increase or cause to be increased the aggregate principal amount of the Unrestricted Global Note.

(iii) Unrestricted Certificated Notes to Beneficial Interests in Unrestricted Global Notes. A Holder of an Unrestricted Certificated Note may exchange such Note for a beneficial interest in an Unrestricted Global Note or transfer such Certificated Notes to a Person who takes delivery thereof in the form of a beneficial interest in an

Unrestricted Global Note at any time. Upon receipt of a request for such an exchange or transfer, the Trustee shall cancel the applicable Unrestricted Certificated Note and increase or cause to be increased the aggregate principal amount of one of the Unrestricted Global Notes.

If any such exchange or transfer from a Certificated Note to a beneficial interest is effected pursuant to subparagraph (ii)(B), (ii)(D) or (iii) above at a time when an Unrestricted Global Note has not yet been issued, the Company shall issue and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the principal amount of Certificated Notes so transferred.

(e) Transfer and Exchange of Certificated Notes for Certificated Notes. Upon request by a Holder of Certificated Notes and such Holder's compliance with this Section 2.06(e), the Registrar shall register the transfer or exchange of Certificated Notes. Prior to such registration of transfer or exchange, the requesting Holder shall present or surrender to the Registrar the Certificated Notes duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Registrar duly executed by such Holder or by his attorney, duly authorized in writing. In addition, the requesting Holder shall provide any additional certifications, documents and information, as applicable, required pursuant to the following clauses of this Section 2.06(e).

(i) Restricted Certificated Notes to Restricted Certificated Notes. Any Restricted Certificated Note may be transferred to and registered in the name of Persons who take delivery thereof in the form of a Restricted Certificated Note if the Registrar receives the following:

(A) if the transfer shall be made pursuant to Rule 144A under the Securities Act, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (1) thereof;

(B) if the transfer shall be made pursuant to Rule 903 or Rule 904, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (2) thereof; and

(C) if the transfer shall be made pursuant to any other exemption from the registration requirements of the Securities Act, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications, certificates and Opinion of Counsel required by item (3) thereof, if applicable.

(ii) Restricted Certificated Notes to Unrestricted Certificated Notes. Any Restricted Certificated Note may be exchanged by the Holder thereof for an Unrestricted Certificated Note or transferred to a Person or Persons who take delivery thereof in the form of an Unrestricted Certificated Note if:

(A) such exchange or transfer is effected pursuant to the Exchange Offer in accordance with the Registration Rights Agreement and the Holder, in the case of an exchange, or the transferee, in the case of a transfer, certifies in the

applicable Letter of Transmittal that it is not (1) a Broker-Dealer, (2) a Person participating in the distribution of the Exchange Notes or (3) a Person who is an affiliate (as defined in Rule 144) of the Company;

(B) any such transfer is effected pursuant to the Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) any such transfer is effected by a Broker-Dealer pursuant to the Exchange Offer Registration Statement in accordance with the Registration Rights Agreement; or

(D) the Registrar receives the following:

(1) if the Holder of such Restricted Certificated Notes proposes to exchange such Notes for an Unrestricted Certificated Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (1)(d) thereof; or

(2) if the Holder of such Restricted Certificated Notes proposes to transfer such Notes to a Person who shall take delivery thereof in the form of an Unrestricted Certificated Note, a certificate from such Holder in the form of Exhibit B hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (D), if the Registrar so requests, an Opinion of Counsel in form reasonably acceptable to the Company to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

(iii) Unrestricted Certificated Notes to Unrestricted Certificated Notes. A Holder of Unrestricted Certificated Notes may transfer such Notes to a Person who takes delivery thereof in the form of an Unrestricted Certificated Note. Upon receipt of a request to register such a transfer, the Registrar shall register the Unrestricted Certificated Notes pursuant to the instructions from the Holder thereof.

(f) Exchange Offer. Upon the occurrence of the Exchange Offer in accordance with the Registration Rights Agreement, the Company shall issue and, upon receipt of an Authentication Order in accordance with Section 2.02, the Trustee shall authenticate (i) one or more Unrestricted Global Notes in an aggregate principal amount equal to the principal amount of the beneficial interests in the Restricted Global Notes tendered for acceptance by Persons that certify in the applicable Letters of Transmittal that (x) they are not Broker-Dealers, (y) they are not participating in a distribution of the Exchange Notes and (z) they are not affiliates (as defined in Rule 144) of the Company, and accepted for exchange in the Exchange Offer and (ii) Certificated Notes in an aggregate principal amount equal to the principal amount of the Restricted Certificated Notes accepted for exchange in the Exchange Offer. Concurrently with the issuance of

such Notes, the Trustee shall cause the aggregate principal amount of the applicable Restricted Global Notes to be reduced accordingly, and the Company shall execute and the Trustee shall authenticate and deliver to the Persons designated by the Holders of Certificated Notes so accepted Certificated Notes in the appropriate principal amount. Any Notes that remain outstanding after the consummation of the Exchange Offer, and Exchange Notes issued in connection with the Exchange Offer, shall be treated as a single class of securities under this Indenture.

(g) Legends. The following legends shall appear on the face of Global Notes and Certificated Notes issued under this Indenture as specified in this Indenture.

(i) Private Placement Legend. (A) Except as permitted by subparagraph (B) below, each Global Note and each Certificated Note (and all Notes issued in exchange therefor or substitution thereof) shall bear the legend in substantially the following form:

"THIS NOTE AND THE GUARANTEES ENDORSED HEREON HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE OR FOREIGN SECURITIES LAWS. NEITHER THIS NOTE NOR THE GUARANTEES ENDORSED HEREON NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE HOLDER OF THIS NOTE AND THE GUARANTEES ENDORSED HEREON BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE WHICH IS TWO YEARS AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS NOTE AND THE GUARANTEES ENDORSED HEREON (OR ANY PREDECESSOR OF THIS NOTE AND THE GUARANTEES ENDORSED HEREON OF THIS NOTE) (THE "RESALE RESTRICTION TERMINATION DATE") ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE NOTES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT OR

(E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER (i) PURSUANT TO CLAUSE (D) PRIOR TO THE END OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT OR PURSUANT TO CLAUSE (E) PRIOR TO THE RESALE RESTRICTION TERMINATION DATE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND (ii) IN EACH OF THE FOREGOING CASES, TO REQUIRE THAT A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THIS NOTE IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRANSFER AGENT. THIS LEGEND SHALL BE REMOVED UPON THE REQUEST OF A HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE."

(B) Notwithstanding the foregoing, any Global Note or Certificated Note issued pursuant to subparagraph (b)(iv), (c)(iii), (c)(iv), (d)(ii), (d)(iii), (e)(ii), (e)(iii) or (f) to this Section 2.06 (and all Notes issued in exchange therefor or substitution thereof) shall not bear the Private Placement Legend.

(ii) Global Note Legend. Each Global Note shall bear a legend in substantially the following form:

"THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.06 OF THE INDENTURE, (II) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.06(a) OF THE INDENTURE, (III) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.12 OF THE INDENTURE AND (IV) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE COMPANY."

(h) Regulation S Temporary Global Note Legend. Each Regulation S Temporary Global Note shall bear a legend in substantially the following form:

"THE NOTE IS A TEMPORARY REGULATION S GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE REFERRED TO HEREINAFTER. EXCEPT IN THE CIRCUMSTANCES DESCRIBED IN SECTION 2.06 OF THE INDENTURE, NO TRANSFER OR EXCHANGE OF AN INTEREST IN THIS TEMPORARY GLOBAL NOTE MAY BE MADE FOR AN INTEREST IN THE RESTRICTED GLOBAL NOTE. NO EXCHANGE OF AN INTEREST IN THIS TEMPORARY REGULATION S GLOBAL NOTE MAY BE MADE

FOR AN INTEREST IN THE PERMANENT REGULATION S GLOBAL NOTE EXCEPT (A) ON OR AFTER THE TERMINATION OF THE DISTRIBUTION COMPLIANCE PERIOD (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT")) AND (B) UPON DELIVERY OF THE OWNER SECURITIES CERTIFICATION AND THE TRANSFEREE SECURITIES CERTIFICATION RELATING TO SUCH INTEREST IN ACCORDANCE WITH THE TERMS OF THE INDENTURE.

UNTIL 40 DAYS AFTER THE COMMENCEMENT OF THE OFFERING OF THE NOTES, AN OFFER OR SALE OF THE NOTES WITHIN THE UNITED STATES BY A DEALER (AS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED) MAY VIOLATE THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED IF SUCH OFFER OR SALE IS MADE OTHERWISE THAN IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT OF 1933, AS AMENDED."

(i) Cancellation and/or Adjustment of Global Notes. At such time as all beneficial interests in a particular Global Note have been exchanged for Certificated Notes or a particular Global Note has been redeemed, repurchased or canceled in whole and not in part, each such Global Note shall be returned to or retained and canceled by the Trustee in accordance with Section 2.12 hereof. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who shall take delivery thereof in the form of a beneficial interest in another Global Note or for Certificated Notes, the principal amount of Notes represented by such Global Note shall be reduced accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who shall take delivery thereof in the form of a beneficial interest in another Global Note, such other Global Note shall be increased accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such increase.

(j) General Provisions Relating to Transfers and Exchanges. (i) To permit registrations of transfers and exchanges, the Company shall execute and the Trustee shall authenticate Global Notes and Certificated Notes upon the Company's order or at the Registrar's request.

(ii) No service charge shall be made to a holder of a beneficial interest in a Global Note or to a Holder of a Certificated Note for any registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer taxes or similar governmental charge payable upon exchange or transfer pursuant to Sections 2.11, 3.06, 3.09, 4.10, 4.14 and 9.05 hereof).

(iii) The Registrar shall not be required to register the transfer of or exchange any Note selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part.

(iv) All Global Notes and Certificated Notes issued upon any registration of transfer or exchange of Global Notes or Certificated Notes shall be the valid and legally binding obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Global Notes or Certificated Notes surrendered upon such registration of transfer or exchange.

(v) The Company shall not be required (A) to issue, to register the transfer of or to exchange any Notes during a period beginning at the opening of business 15 days before the day of any selection of Notes for redemption under Section 3.02 hereof and ending at the close of business on the day of selection, (B) to register the transfer of or to exchange any Note so selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part or (C) to register the transfer of or to exchange a Note between a record date and the next succeeding Interest Payment Date.

(vi) Prior to due presentment for the registration of a transfer of any Note, the Trustee, any Agent and the Company may deem and treat the Person in whose name any Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest on such Notes and for all other purposes, and none of the Trustee, any Agent or the Company shall be affected by notice to the contrary.

(vii) The Trustee shall authenticate Global Notes and Certificated Notes in accordance with Section 2.02 hereof.

(viii) All certifications, certificates and Opinions of Counsel required to be submitted to the Registrar pursuant to this Section 2.06 to effect a registration of transfer or exchange may be submitted by facsimile.

Section 2.07. Replacement Notes. If any mutilated Note is surrendered to the Trustee or the Company and the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, the Company shall issue and the Trustee, upon receipt of an Authentication Order, shall authenticate a replacement Note if the Trustee's requirements are met. If required by the Trustee or the Company, an indemnity bond must be supplied by the Holder that is sufficient in the judgment of the Trustee and the Company to protect the Company, the Trustee, any Agent and any authenticating agent from any loss that any of them may suffer if a Note is replaced. The Company may charge for its expenses in replacing a Note.

Every replacement Note issued pursuant to this Section 2.07 is an additional obligation of the Company and shall be entitled to all of the benefits of this Indenture equally and proportionately with all other Notes duly issued hereunder.

Section 2.08. Outstanding Notes. The Notes outstanding at any time are all the Notes authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation, those reductions in the interest in a Global Note effected by the Trustee in accordance with this Indenture, and those described in this Section as not outstanding. Except as

set forth in Section 2.09 hereof, a Note does not cease to be outstanding because the Company or an Affiliate of the Company holds the Note; however, Notes held by the Company or a Subsidiary of the Company shall not be deemed to be outstanding for purposes of Section 3.07(b) hereof.

If a Note is replaced pursuant to Section 2.07 hereof, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Note is held by a bona fide purchaser or protected purchaser.

If the principal amount of any Note is considered paid under Section 4.01 hereof, it ceases to be outstanding and interest on it ceases to accrue.

If the Paying Agent (other than the Company, a Subsidiary or an Affiliate of any of the foregoing) holds, on a redemption date or maturity date, money sufficient to pay Notes payable on that date in full, then on and after that date such Notes shall be deemed to be no longer outstanding and shall cease to accrue interest.

Section 2.09. Treasury Notes. In determining whether the Holders of the required principal amount of the Notes have concurred in any direction, waiver or consent, Notes owned by the Company, any direct or indirect Subsidiary of the Company or any Affiliate of the Company shall be considered as though not outstanding, except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes that the Trustee knows are so owned shall be so disregarded. Notes so owned which have been pledged in good faith shall not be disregarded if the pledgee establishes to the satisfaction of the Trustee the pledgee's right to deliver any such direction, waiver or consent with respect to the Notes and that the pledgee is not the Company or any obligor upon the Notes or any Affiliate of the Company or of such other obligor.

Section 2.10. Certificated Notes. (a) A Global Note deposited with the Depositary or other custodian for the Depositary pursuant to Section 2.01 shall be transferred to the beneficial owners thereof in the form of certificated Notes only if such transfer complies with Section 2.06. Notice of any such transfer shall be given by the Company in accordance with the provisions of Section 12.02.

(b) Any Global Note that is transferable to the beneficial owners thereof in the form of certificated Notes pursuant to this Section 2.10 shall be surrendered by the Depositary to the Transfer Agent, to be so transferred, in whole or from time to time in part, without charge, and the Trustee shall authenticate and deliver, upon such transfer of each portion of such Global Note, an equal aggregate principal amount of Notes of authorized denominations in the form of certificated Notes.

(c) In connection with the exchange of an entire Global Note for certificated Notes pursuant to this Section 2.10, such Global Note shall be deemed to be surrendered to the Trustee for cancellation, and the Company shall execute, and the Trustee shall authenticate and deliver, to each beneficial owner identified by the Depositary in exchange for its beneficial interest in such Global Note, an equal aggregate principal amount of certificated Notes. In the event that such certificated Notes are not issued to

each beneficial owner promptly after the Registrar has received a request from the Depositary or (through the Depositary) a beneficial owner to issue such certificated Notes, the Company expressly acknowledges, with respect to the right of any Holder to pursue a remedy pursuant to Article Six hereof, the right of any beneficial owner of Notes to pursue such remedy with respect to the portion of the Global Note that represents such beneficial owner's Notes as if such certificated Notes had been issued.

(d) Any portion of a Global Note transferred or exchanged pursuant to this Section 2.10 shall be executed, authenticated and delivered only in registered form in denominations of $1,000 and any integral multiple thereof and registered in such names as the Depositary shall direct. Subject to the foregoing, a Global Note is not exchangeable except for a Global Note of like denomination to be registered in the name of the Depositary or its nominee. In the event that a Global Note becomes exchangeable for certificated Notes, payment of principal, premium, if any, and Liquidated Damages, if any, and interest on the certificated Notes will be payable, and the transfer of the certificated Notes will be registrable, at the office or agency of the Company maintained for such purposes in accordance with Section 2.03.

(e) In the event of the occurrence of any of the events specified in Section 2.10(a), the Company will promptly make available to the Trustee a reasonable supply of certificated Notes in definitive, fully registered form without interest coupons.

Section 2.11. Temporary Notes. Until certificates representing Notes are ready for delivery, the Company may prepare and the Trustee, upon receipt of an Authentication Order, shall authenticate temporary Notes. Temporary Notes shall be substantially in the form of certificated Notes but may have variations that the Company considers appropriate for temporary Notes and as shall be reasonably acceptable to the Trustee. Without unreasonable delay, the Company shall prepare and the Trustee shall authenticate definitive Notes in exchange for temporary Notes.

Holders of temporary Notes shall be entitled to all of the benefits of this Indenture.

Section 2.12. Cancellation. The Company at any time may deliver Notes to the Trustee for cancellation. The Registrar and Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee and no one else shall cancel all Notes surrendered for registration of transfer, exchange, payment, replacement or cancellation and shall dispose of such canceled Notes in its customary manner (subject to record retention requirements of the Exchange Act). Subject to Section 2.07, the Company may not issue new Notes to replace Notes that it has paid or that have been delivered to the Trustee for cancellation.

Section 2.13. Defaulted Interest. If the Company defaults in a payment of interest on the Notes, it shall pay the defaulted interest in any lawful manner plus, to the extent lawful, interest payable on the defaulted interest, to the Persons who are Holders on a subsequent special record date, in each case at the rate provided in the Notes and in Section 4.01 hereof. The Company shall notify the Trustee in writing of the amount of defaulted interest proposed to be

paid on each Note and the date of the proposed payment. The Company shall fix or cause to be fixed each such special record date and payment date, provided that no such special record date shall be less than 10 days prior to the related payment date for such defaulted interest. At least 15 days before the special record date, the Company (or, upon the written request of the Company, the Trustee in the name and at the expense of the Company) shall mail or cause to be mailed to Holders a notice that states the special record date, the related payment date and the amount of such interest to be paid.

Section 2.14. CUSIP and ISIN Numbers. The Company in issuing the Notes may use "CUSIP" and "ISIN" numbers (if then generally in use), and, if so, the Trustee shall use "CUSIP" and "ISIN" numbers in notices of redemption as a convenience to Holders; provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of redemption and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption shall not be affected by any defect in or omission of such numbers. The Company shall promptly notify the Trustee of any change in the "CUSIP" or "ISIN" numbers.

Section 2.15. Deposit of Moneys. By or before 12:00 p.m. (noon) Eastern Time on each due date of the principal, premium, if any, and Liquidated Damages, if any, and interest on any Notes, the Company shall deposit with the Paying Agent money in immediately available funds sufficient to pay such principal, premium, if any, and Liquidated Damages, if any, and interest so becoming due on the due date for payment under the Notes and (unless the Paying Agent is the Trustee) the Company will promptly notify the Trustee of its action or failure so to act.

Section 2.16. Computation of Interest. Interest on the Notes shall be computed on the basis of a 360-day year of twelve 30-day months.

ARTICLE 3
REDEMPTION AND PREPAYMENT

Section 3.01. Notices to Trustee. If the Company elects to redeem Notes pursuant to Section 3.07 hereof, it shall furnish to the Trustee, at least 30 days but not more than 60 days before a redemption date (unless a shorter notice period shall be satisfactory to the Trustee in its reasonable discretion), an Officers' Certificate setting forth (a) the clause of this Indenture pursuant to which the redemption shall occur, (b) the redemption date, (c) the principal amount of Notes to be redeemed and (d) the redemption price.

Section 3.02. Selection of Notes to Be Redeemed. If less than all of the Notes are to be redeemed at any time, selection of Notes for redemption shall be made by the Trustee in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed, or, if the Notes are not so listed, on a pro rata basis, by lot or by such method as the Trustee shall deem fair and appropriate. In the event of partial redemption by lot, the particular Notes to be redeemed shall be selected, unless otherwise provided herein, not less than 30 nor more than 60 days prior to the redemption date by the Trustee (unless a shorter time

period shall be satisfactory to the Trustee) from the outstanding Notes not previously called for redemption.

The Trustee shall promptly notify the Company in writing of the Notes selected for redemption and, in the case of any Note selected for partial redemption, the principal amount thereof to be redeemed. Notes and portions of Notes selected shall be in amounts of $1,000 or whole multiples of $1,000; except that if all of the Notes of a Holder are to be redeemed, the entire outstanding amount of Notes held by such Holder, even if not a multiple of $1,000, shall be redeemed. Except as provided in the preceding sentence, the provisions of this Indenture that apply to Notes called for redemption also apply to portions of Notes called for redemption.

Section 3.03. Notice of Redemption. Subject to Section 3.09 hereof, at least 30 days but not more than 60 days before a redemption date, the Company shall mail or cause to be mailed, by first class mail, a notice of redemption to each Holder whose Notes are to be redeemed at its registered address.

The notice shall identify the Notes to be redeemed and shall state:

(a) the redemption date;

(b) the redemption price;

(c) if any Note is being redeemed in part, the portion of the principal amount of such Note to be redeemed and that, after the redemption date upon surrender of such Note, a new Note or Notes in principal amount equal to the unredeemed portion of the original Note shall be issued in the name of the Holder thereof upon cancellation of the original Note;

(d) the name and address of the Paying Agent;

(e) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price and become due on the date fixed for redemption;

(f) that, unless the Company defaults in making such redemption payment, interest on Notes called for redemption ceases to accrue on and after the redemption date;

(g) the paragraph of the Notes and/or Section of this Indenture pursuant to which the Notes called for redemption are being redeemed; and

(h) that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice or printed on the Notes.

At the Company's request, the Trustee shall give the notice of redemption in the Company's name and at its expense; provided, however, that the Company shall have delivered to the Trustee, at least 45 days prior to the redemption date, an Officers' Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in the preceding paragraph. The notice, if mailed in the manner provided herein shall be presumed to have been given, whether or not the Holder receives such notice.

Section 3.04. Effect of Notice of Redemption. Once notice of redemption is mailed in accordance with Section 3.03 hereof, Notes called for redemption become irrevocably due and payable on the redemption date at the redemption price. A notice of redemption may not be conditional.

Section 3.05. Deposit of Redemption Price. Not later than one Business Day prior to the redemption date, the Company shall deposit with the Trustee or with the Paying Agent money sufficient to pay the redemption price of and accrued and unpaid interest and Liquidated Damages, if any, on all Notes to be redeemed on that date. The Trustee or the Paying Agent shall promptly return to the Company any money deposited with the Trustee or the Paying Agent by the Company in excess of the amounts necessary to pay the redemption price of, and accrued and unpaid interest on, all Notes to be redeemed.

If the Company complies with the preceding paragraph of this Section 3.05, on and after the redemption date, interest shall cease to accrue on the Notes or the portions of Notes called for redemption. If a Note is redeemed on or after a record date but on or prior to the related Interest Payment Date, then any accrued and unpaid interest shall be paid to the Person in whose name such Note was registered at the close of business on such record date. If any Note called for redemption shall not be so paid upon surrender for redemption because of the failure of the Company to comply with the preceding paragraph, interest shall accrue on the unpaid principal, from the redemption date until such principal is paid, and to the extent permitted by applicable law on any interest accrued through the date of redemption but not paid on such unpaid principal, in each case at the rate provided in the Notes and in Section 4.01 hereof.

Section 3.06. Notes Redeemed in Part. Upon surrender of a Note that is redeemed in part, the Company shall issue and, upon the Company's written request, the Trustee shall authenticate for the Holder at the expense of the Company a new Note equal in principal amount to the unredeemed portion of the Note surrendered.

Section 3.07. Optional Redemption. (a) Except as set forth in clause (b) of this Section 3.07, the Notes shall not be redeemable at the Company's option prior to February 1, 2010. Thereafter, the Company may redeem all or a part of the Notes, from time to time, upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest and Liquidated Damages, if any, to the applicable redemption date, if redeemed during the twelve-month period beginning on February 1 of the years indicated below:

Year	Percentage
2010......................................	103.688%
2011......................................	102.458%
2012......................................	101.229%
2013 and thereafter........................	100.000%

(b) At any time prior to February 1, 2008, the Company may at its option on any one or more occasions redeem up to 35% of the aggregate principal amount of Notes at a redemption price of 107.375% of the principal amount thereof, plus accrued and unpaid interest and Liquidated Damages, if any, thereon to the redemption date, with the

net cash proceeds of one or more Equity Offerings; provided that (i) at least 65% of the aggregate principal amount of Notes remains outstanding immediately after the occurrence of such redemption (excluding Notes held by the Company or its Subsidiaries); and (ii) the redemption must occur within 45 days of the date of the closing of such Equity Offering.

(c) Any redemption pursuant to this Section 3.07 shall be made pursuant to Section 3.01 through 3.06 hereof.

Section 3.08. Mandatory Redemption. The Company is not required to make mandatory redemption or sinking fund payments with respect to the Notes.

Section 3.09. Offer to Purchase. In the event that, pursuant to Sections 4.10 and 4.14 hereof, the Company shall be required to commence an offer to all Holders to purchase Notes (a "Repurchase Offer"), it shall follow the procedures specified below.

The Repurchase Offer shall remain open for a period of 20 Business Days following its commencement and no longer, except to the extent that a longer period is required by applicable law (the "Offer Period"). No later than five Business Days after the termination of the Offer Period (the "Purchase Date"), the Company shall purchase the principal amount of Notes required to be purchased pursuant to Section 4.10 or 4.14 hereof (the "Offer Amount") or, if less than the Offer Amount has been tendered, all Notes tendered in response to the Repurchase Offer. Payment for any Notes so purchased shall be made in the same manner as interest payments are made.

If the Purchase Date is on or after an interest Record Date and on or before the related Interest Payment Date, any accrued and unpaid interest shall be paid to the Person in whose name a Note is registered at the close of business on such Record Date, and no additional interest shall be payable to Holders who tender Notes pursuant to the Repurchase Offer.

Upon the commencement of a Repurchase Offer, the Company shall send, by first class mail, a notice to the Trustee and each of the Holders, with a copy to the Trustee. The notice shall contain all instructions and materials necessary to enable such Holders to tender Notes pursuant to the Repurchase Offer. The Repurchase Offer shall be made to all Holders. The notice, which shall govern the terms of the Repurchase Offer, shall state:

(a) that the Repurchase Offer is being made pursuant to this Section 3.09 and Section 4.10 or 4.14 hereof and the length of time the Repurchase Offer shall remain open;

(b) the Offer Amount, the purchase price and the Purchase Date;

(c) that any Note not tendered or accepted for payment shall continue to accrue interest and Liquidated Damages, if any;

(d) that, unless the Company defaults in making such payment, any Note accepted for payment pursuant to the Repurchase Offer shall cease to accrue interest and Liquidated Damages, if any, after the Purchase Date;

(e) that Holders electing to have a Note purchased pursuant to a Repurchase Offer may only elect to have all of such Note purchased or a portion of such Note in denominations of $1,000 or integral multiples thereof;

(f) that Holders electing to have a Note purchased pursuant to any Repurchase Offer shall be required to surrender the Note, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Note completed, or transfer by book-entry transfer, to the Company, the Depositary, if appointed by the Company, or a Paying Agent at the address specified in the notice at least three days before the Purchase Date;

(g) that Holders shall be entitled to withdraw their election if the Company, the Depositary or the Paying Agent, as the case may be, receives, not later than the expiration of the Offer Period, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Note the Holder delivered for purchase and a statement that such Holder is withdrawing his election to have such Note purchased;

(h) that, if the aggregate principal amount of Notes surrendered by Holders exceeds the Offer Amount required pursuant to Section 4.10, the Company shall select the Notes to be purchased pursuant to the terms of Section 3.02 (with such adjustments as may be deemed appropriate by the Trustee so that only Notes in denominations of $1,000, or integral multiples thereof, shall be purchased); and

(i) that Holders whose Notes were purchased only in part shall be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered (or transferred by book-entry transfer).

On or before the Purchase Date, the Company shall, to the extent lawful, accept for payment, on a pro rata basis to the extent necessary, the Offer Amount of Notes or portions thereof tendered pursuant to the Repurchase Offer, or if less than the Offer Amount has been tendered, all Notes tendered, and shall deliver to the Trustee an Officers' Certificate stating that such Notes or portions thereof were accepted for payment by the Company in accordance with the terms of this Section 3.09. The Company, the Depositary or the Paying Agent, as the case may be, shall promptly (but in any case not later than five days after the Purchase Date) mail or deliver to each tendering Holder an amount equal to the purchase price of the Notes tendered by such Holder and accepted by the Company for purchase, and the Company shall promptly issue a new Note, and the Trustee, upon written request from the Company shall authenticate and mail or deliver such new Note to such Holder, in a principal amount equal to any unpurchased portion of the Note surrendered. Any Note not so accepted shall be promptly mailed or delivered by the Company to the Holder thereof. The Company shall publicly announce the results of the Repurchase Offer on the Purchase Date.

Other than as specifically provided in this Section 3.09, any purchase pursuant to this Section 3.09 shall be made pursuant to Sections 3.01 through 3.06 hereof.

ARTICLE 4

COVENANTS

Section 4.01. Payment of Notes. The Company shall pay or cause to be paid the principal of, premium, if any, and Liquidated Damages, if any, and interest on the Notes on the dates and in the manner provided in the Notes and in this Indenture. Principal, premium, if any, and Liquidated Damages, if any, and interest shall be considered paid on the date due if the Paying Agent, if a Person other than the Company, a Subsidiary or affiliate thereof, holds as of 12:00 p.m. (noon) Eastern Time on the due date money deposited by the Company in immediately available funds and designated for and sufficient to pay all principal, premium, if any, and Liquidated Damages, if any, and accrued and unpaid interest then due.

The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal at the rate equal to 1% per annum in excess of the then applicable interest rate on the Notes to the extent lawful; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest and Liquidated Damages (without regard to any applicable grace period) at the same rate to the extent lawful.

Section 4.02. Maintenance of Office or Agency. The Company shall maintain in the Borough of Manhattan, the City of New York, an office or agency (which may be an office of the Trustee or an affiliate of the Trustee, Registrar or co-registrar) where Notes may be surrendered for registration of transfer or for exchange and where notices and demands to or upon the Company in respect of the Notes and this Indenture may be served. The Company shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee.

The Company may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided, however, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in the Borough of Manhattan, the City of New York for such purposes. The Company shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

The Company hereby designates the Corporate Trust Office of the Trustee as one such office or agency of the Company in accordance with Section 2.03.

Section 4.03. Reports. (a) Whether or not required by the SEC, so long as any Notes are outstanding, the Company shall prepare and furnish to the Holders of Notes, within the time periods specified in the SEC's rules and regulations, (i) all quarterly and annual financial information that would be required to be contained in a filing with the SEC on Forms 10-Q and 10-K if the Company were required to file such Forms, including a "Management's Discussion

and Analysis of Financial Condition and Results of Operations" and, with respect to the annual information only, a report on the annual financial statements by the Company's certified independent accountants; and (ii) all current reports that would be required to be filed with the SEC on Form 8-K if the Company were required to file such reports. In addition, whether or not required by the SEC, the Company shall file a copy of all of the information and reports referred to in clauses (i) and (ii) above with the SEC for public availability within the time periods specified in the SEC's rules and regulations (unless the SEC shall not accept such a filing) and make such information available to securities analysts and prospective investors upon request. In addition, the Company and the Guarantors have agreed that, for so long as any Notes remain outstanding, they shall furnish to the Holders and to prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

(b) If the Company has designated any of its Subsidiaries as Unrestricted Subsidiaries, then the quarterly and annual financial information required by paragraph (a) above shall include a reasonably detailed presentation, either on the face of the financial statements or in the footnotes thereto, and in "Management's Discussion and Analysis of Financial Condition and Results of Operations," of the financial condition and results of operations of the Company and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Company.

Section 4.04. Compliance Certificate. (a) The Company and each Guarantor (to the extent that such Guarantor is so required under the TIA) shall deliver to the Trustee, within 90 days after the end of each fiscal year, an Officers' Certificate stating that, to his or her knowledge the Company has kept, observed, performed and fulfilled its obligations under this Indenture and is not in default in the performance or observance of any of the terms, provisions and conditions of this Indenture (or, if a Default or Event of Default shall have occurred, describing all such Defaults or Events of Default of which he or she may have knowledge and what action the Company is taking or proposes to take with respect thereto) and that to his or her knowledge no event has occurred and is continuing by reason of which payments on account of the principal of or interest, if any, on the Notes is prohibited or if such event has occurred, a description of the event and what action the Company is taking or proposes to take with respect thereto.

(b) So long as not contrary to the then current recommendations of the American Institute of Certified Public Accountants, the year-end financial statements delivered pursuant to Section 4.03(a) above shall be accompanied by a written statement of the Company's independent public accountants (who shall be a firm of established national reputation) that in making the examination necessary for certification of such financial statements, nothing has come to their attention that would lead them to believe that the Company has violated Article 4 or Article 5 hereof or, if any such violation has occurred, specifying the nature and period of existence thereof, it being understood that such accountants shall not be liable directly or indirectly to any Person for any failure to obtain knowledge of any such violation.

(c) The Company shall, so long as any of the Notes are outstanding, deliver to the Trustee, forthwith, but in no event later than five Business Days, upon any Officer

becoming aware of any Default or Event of Default, an Officers' Certificate specifying such Default or Event of Default and what action the Company is taking or proposes to take with respect thereto.

Section 4.05. Taxes. The Company shall pay, and shall cause each of its Subsidiaries to pay, prior to delinquency, all material taxes, assessments, and governmental levies except such as are contested in good faith and by appropriate proceedings or where the failure to effect such payment is not adverse in any material respect to the Holders of the Notes.

Section 4.06. Stay, Extension and Usury Laws. Each of the Company and the Guarantors covenants (to the extent that it is permitted by applicable law) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the obligations of the Company and each of the Guarantors and the performance of this Indenture by the Company and each of the Guarantors; and each of the Company and the Guarantors (to the extent that it is permitted by applicable law) hereby expressly waives all benefit or advantage of any such law, and covenants that it shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law has been enacted.

Section 4.07. Restricted Payments. (a) The Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly:

(i) declare or pay any dividend or make any other payment or distribution on account of the Company's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving the Company or any of its Restricted Subsidiaries) or to the direct or indirect holders of the Company's or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than dividends, payments or distributions payable in Equity Interests (other than Disqualified Stock) of the Company or to the Company or a Restricted Subsidiary of the Company);

(ii) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving the Company) any Equity Interests of the Company or any Restricted Subsidiary of the Company held by Persons other than the Company or any of its Restricted Subsidiaries, other than the purchase, redemption or acquisition or retirement for value of any of (x) all of the Equity Interests in VARTA not held by the Company or any of its Restricted Subsidiaries pursuant to, and in accordance with the terms of, the VARTA Joint Venture Agreement as in effect on the Issue Date to the extent the cash purchase price does not exceed (euro)5.0 million; (y) all of the Equity Interests of Ningbo Baowang not held by the Company or any of its Restricted Subsidiaries to the extent the cash purchase price does not exceed $5.0 million; and (z) all of the Equity Interests of Microlite not held by the Company or any of its Restricted Subsidiaries pursuant to, and in accordance with the terms of, the Microlite Purchase Agreement as in effect on the date of the Indenture to the extent the cash purchase price does not exceed $10.0 million;

(iii) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness that is subordinated to the Notes or the Note Guarantees, except a payment of interest or principal on or after the Stated Maturity thereof or on Indebtedness permitted to be incurred pursuant to Section 4.09(b)(vi); or

(iv) make any Restricted Investment (all such payments and other actions set forth in clauses (i) through (iv) above being collectively referred to as "Restricted Payments"),

unless, at the time of and after giving effect to such Restricted Payment:

(A) no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof; and

(B) the Company would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have been permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.09; and

(C) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Company and its Restricted Subsidiaries after the Issue Date (excluding Restricted Payments permitted by clauses (ii), (iii) (iv) (to the extent such dividends are paid to the Company or any of its Restricted Subsidiaries) and (v) of Section 4.07(b)), is less than the sum, without duplication, of:

(1) 50% of the Consolidated Net Income of the Company for the period (taken as one accounting period) from the beginning of the first fiscal quarter commencing after the Issue Date to the end of the Company's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit); plus

(2) 100% of the aggregate net cash proceeds received by the Company since the Issue Date as a contribution to its common equity capital or from the issue or sale of Equity Interests of the Company (other than Disqualified Stock) or from the issue or sale of convertible or exchangeable Disqualified Stock or convertible or exchangeable debt securities of the Company that have been converted into or exchanged for such Equity Interests (other than Equity Interests (or Disqualified Stock or debt securities) sold to a Subsidiary of the Company); plus

(3) with respect to Restricted Investments made by the Company and its Restricted Subsidiaries after the Issue Date, an amount equal to the net reduction in Investments (other than reductions in Permitted Investments) in any Person resulting from repayments of loans or advances, or other transfers of assets, in each case to the Company or any Restricted Subsidiary or from the net

cash proceeds from the sale of any such Investment (except, in each case, to the extent any such payment or proceeds are included in the calculation of Consolidated Net Income, from the release of any Guarantee (except to the extent any amounts are paid under such Guarantee) or from redesignations of Unrestricted Subsidiaries as Restricted Subsidiaries, not to exceed, in each case, the amount of Investments previously made by the Company or any Restricted Subsidiary in such Person or Unrestricted Subsidiary; plus

(4) $50.0 million.

(b) So long as no Default has occurred and is continuing or would be caused thereby, the preceding clauses of this Section 4.07 shall not prohibit:

(i) the payment of any dividend within 60 days after the date of declaration thereof, if at said date of declaration such payment would have complied with this Indenture;

(ii) the redemption, repurchase, retirement, defeasance or other acquisition of any subordinated Indebtedness of the Company or any Guarantor or of any Equity Interests of the Company or any Guarantor in exchange for, or out of the net cash proceeds of a contribution to the common equity of the Company or a substantially concurrent sale (other than to a Subsidiary of the Company) of, Equity Interests of the Company (other than Disqualified Stock); provided that the amount of any such net cash proceeds that are utilized for any such redemption, repurchase, retirement, defeasance or other acquisition shall be excluded from clause (C)(2) of Section 4.07(a);

(iii) the defeasance, redemption, repurchase or other acquisition of subordinated Indebtedness of the Company or any Guarantor with the net cash proceeds from an incurrence of Permitted Refinancing Indebtedness;

(iv) the payment of any dividend by a Restricted Subsidiary of the Company to the holders of its common Equity Interests on a pro rata basis;

(v) Investments acquired as a capital contribution to, or in exchange for, or out of the net cash proceeds of a substantially concurrent offering of, Equity Interests (other than Disqualified Stock) of the Company; provided that the amount of any such net cash proceeds that are utilized for any such acquisition or exchange shall be excluded from clause (C)(2) of Section 4.07(a);

(vi) the repurchase of Capital Stock deemed to occur upon the exercise of options or warrants if such Capital Stock represents all or a portion of the exercise price thereof;

(vii) the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of the Company held by any employee, former employee, director or former director of the Company (or any of its Restricted Subsidiaries) upon the death, disability or termination of employment of any of the foregoing pursuant to the terms of any employee equity subscription agreement, stock option agreement or similar

agreement; provided that the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests in any fiscal year shall not exceed the sum of (x) $5.0 million and (y) the amount of Restricted Payments permitted but not made pursuant to this clause (vii) in the immediately preceding fiscal year; or

(viii) the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of any Restricted Subsidiary of the Company from the minority stockholders (or other holders of minority interest, however designated) of such Restricted Subsidiary for fair market value; provided that the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests shall not exceed $20.0 million.

The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued to or by the Company or such Subsidiary, as the case may be, pursuant to the Restricted Payment. The fair market value of any assets or securities that are required to be valued pursuant to this Section 4.07 shall be determined by the Board of Directors of the Company whose resolution with respect thereto shall be delivered to the Trustee. Not later than the date of making any Restricted Payment, the Company shall deliver to the Trustee an Officers' Certificate stating that such Restricted Payment is permitted and setting forth the basis upon which the calculations required by this Section 4.07 were computed, together with a copy of any fairness opinion or appraisal required by this Indenture.

Section 4.08. Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries. The Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(a) pay dividends or make any other distributions on its Capital Stock (or with respect to any other interest or participation in, or measured by, its profits) to the Company or any of its Restricted Subsidiaries or pay any liabilities owed to the Company or any of its Restricted Subsidiaries;

(b) make loans or advances to the Company or any of its Restricted Subsidiaries; or

(c) transfer any of its properties or assets to the Company or any of its Restricted Subsidiaries.

However, the preceding restrictions shall not apply to encumbrances or restrictions existing under, by reason of, or with respect to:

(i) the Credit Agreement, Existing Indebtedness or any other agreements in effect on the Issue Date and any amendments, modifications, restatements, renewals, extensions, supplements, refundings, replacements or refinancings thereof, provided that the encumbrances and restrictions in any such amendments, modifications, restatements, renewals, extensions, supplements, refundings, replacement or refinancings are no more restrictive, taken as a whole, than those in effect on the Issue Date;

(ii) applicable law, rule, regulation or order;

(iii) any Person or the property or assets of a Person acquired by the Company or any of its Restricted Subsidiaries existing at the time of such acquisition and not incurred in connection with or in contemplation of such acquisition, which encumbrance or restriction is not applicable to any Person or the properties or assets of any Person, other than the Person, or the property or assets of such Person, so acquired and any amendments, modifications, restatements, renewals, extensions, supplements, refundings, replacements or refinancings thereof, provided that the encumbrances and restrictions in any such amendments, modifications, restatements, renewals, extensions, supplements, refundings, replacement or refinancings are no more restrictive, taken as a whole, than those contained in the Credit Agreement, Existing Indebtedness or such other agreements as in effect on the date of the acquisition;

(iv) in the case of clause (c) of the first paragraph of this Section 4.08:

(A) provisions that restrict in a customary manner the subletting, assignment or transfer of any property or asset that is a lease, license, conveyance or contract or similar property or asset,

(B) restrictions existing by virtue of any transfer of, agreement to transfer, option or right with respect to, or Lien on, any property or assets of the Company or any Restricted Subsidiary not otherwise prohibited by this Indenture, or

(C) restrictions arising or agreed to in the ordinary course of business, not relating to any Indebtedness, and that do not, individually or in the aggregate, detract from the value of property or assets of the Company or any Restricted Subsidiary in any manner material to the Company or any Restricted Subsidiary;

(v) provisions with respect to the disposition or distribution of assets or property in joint venture agreements and other similar agreements entered into in the ordinary course of business;

(vi) any agreement for the sale or other disposition of all or substantially all of the capital stock of, or property and assets of, a Restricted Subsidiary that restricted distributions by that Restricted Subsidiary pending such sale or other disposition; and

(vii) Indebtedness of a Foreign Subsidiary permitted to be incurred under this Indenture; provided that (A) such encumbrances or restrictions are ordinary and customary with respect to the type of Indebtedness being incurred; and (B) such encumbrances or restrictions will not affect the Company's ability to make principal and interest payments on the Notes, as determined in good faith by the Board of Directors of the Company.

Section 4.09. Incurrence of Indebtedness and Issuance of Preferred Stock. (a) The Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, incur any Indebtedness (including Acquired Debt), and the Company shall not permit

any of its Restricted Subsidiaries to issue any preferred stock; provided, however, that the Company or any Restricted Subsidiary of the Company may incur Indebtedness, if the Fixed Charge Coverage Ratio for the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred would have been at least 2.0 to 1, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness had been incurred at the beginning of such four-quarter period.

(b) So long as no Default shall have occurred and be continuing or would be caused thereby, Section 4.09(a) shall not prohibit the incurrence of any of the following items of Indebtedness (collectively, "Permitted Debt"):

(i) the incurrence by the Company or any Restricted Subsidiary of the Company of Indebtedness under Credit Facilities (and the incurrence of Guarantees thereof) in an aggregate principal amount at any one time outstanding pursuant to this clause (i) (with letters of credit being deemed to have a principal amount equal to the maximum potential liability of the Company and its Restricted Subsidiaries thereunder) not to exceed $1.6 billion, less the aggregate amount of all Net Proceeds of Asset Sales applied by the Company or any Restricted Subsidiary to permanently repay any such Indebtedness (and, in the case of any revolving credit Indebtedness, to effect a corresponding commitment reduction thereunder) pursuant to Section 4.10;

(ii) the incurrence of Existing Indebtedness;

(iii) the incurrence by the Company and the Guarantors of Indebtedness represented by the Notes and the related Note Guarantees to be issued on the Issue Date and the Exchange Notes and the related Note Guarantees to be issued pursuant to the Registration Rights Agreement;

(iv) the incurrence by the Company or any Restricted Subsidiary of the Company of Indebtedness represented by Capital Lease Obligations, mortgage financings or purchase money obligations, in each case, incurred for the purpose of financing all or any part of the purchase price or cost of construction or improvement of property, plant or equipment used in the business of the Company or such Restricted Subsidiary, in an aggregate principal amount, including all Permitted Refinancing Indebtedness incurred to refund, refinance or replace any Indebtedness incurred pursuant to this clause (iv), not to exceed, at any time outstanding, the greater of (a) $50.0 million and (b) 10% of Consolidated Net Tangible Assets of the Company;

(v) the incurrence by the Company or any Restricted Subsidiary of the Company of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to refund, refinance or replace Indebtedness (other than intercompany Indebtedness) that was permitted by this Indenture to be incurred under Section 4.09(a) or clauses (ii) (other than the 9 7/8% Senior Subordinated Notes due 2009 of United incurred in connection with its acquisition by the Company), (iii), (iv), (v), or (viii) of this Section 4.09(b);

(vi) the incurrence by the Company or any of its Restricted Subsidiaries of intercompany Indebtedness owing to and held by the Company or any of its Restricted Subsidiaries; provided, however, that:

(x) if the Company or any Guarantor is the obligor on such Indebtedness, such Indebtedness must be unsecured and expressly subordinated to the prior payment in full in cash of all Obligations with respect to the Notes, in the case of the Company, or the Note Guarantee, in the case of a Guarantor;

(y) Indebtedness owed to the Company or any Guarantor must be evidenced by an unsubordinated promissory note, unless the obligor under such Indebtedness is the Company or a Guarantor; and

(z) (A) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than the Company or a Restricted Subsidiary thereof and (B) any sale or other transfer of any such Indebtedness to a Person that is not either the Company or a Restricted Subsidiary thereof, shall be deemed, in each case, to constitute an incurrence of such Indebtedness by the Company or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (vi);

(vii) the Guarantee by the Company or any Restricted Subsidiary of the Company of Indebtedness of the Company or a Restricted Subsidiary of the Company that was permitted to be incurred by another provision of this Section 4.09;

(viii) the incurrence by the Company or any Restricted Subsidiary of the Company of additional Indebtedness in an aggregate principal amount (or accreted value, as applicable) at any time outstanding, including all Permitted Refinancing Indebtedness incurred to refund, refinance or replace any Indebtedness incurred pursuant to this clause (8), not to exceed $50.0 million; and

(ix) the incurrence of Indebtedness by the Company or any Restricted Subsidiary of the Company arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; provided that such Indebtedness is extinguished within five Business Days of incurrence.

(c) For purposes of determining compliance with this Section 4.09, in the event that any proposed Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (i) through (ix) of Section 4.09(b) above, or is entitled to be incurred pursuant to Section 4.09(a), the Company shall be permitted to classify at the time of its incurrence such item of Indebtedness in any manner that complies with this Section 4.09. Indebtedness under Credit Facilities outstanding on the date on which Notes are first issued under this Indenture shall be deemed to have been incurred on such date in reliance on the exception provided by clause (i) of Section 4.09(b). In addition, any Indebtedness originally classified as incurred pursuant to clauses (i) through (ix) of Section 4.09(b) may later be reclassified

by the Company such that it shall be deemed as having been incurred pursuant to another of such clauses to the extent that such reclassified Indebtedness could be incurred pursuant to such new clause at the time of such reclassification.

(d) Notwithstanding any other provision of this Section 4.09, the maximum amount of Indebtedness that may be incurred pursuant to this Section 4.09 shall not be deemed to be exceeded, with respect to any outstanding Indebtedness due solely to the result of fluctuations in the exchange rates of currencies.

Section 4.10. Asset Sales. (a) The Company shall not, and shall not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(i) the Company (or the Restricted Subsidiary, as the case may be) receives consideration at the time of such Asset Sale at least equal to the fair market value of the assets or Equity Interests issued or sold or otherwise disposed of;

(ii) such fair market value is determined by the Company's Board of Directors and evidenced by a resolution of the Board of Directors set forth in an Officers' Certificate delivered to the Trustee; and

(iii) at least 75% of the consideration therefor received by the Company or such Restricted Subsidiary is in the form of cash or Replacement Assets or a combination of both. For purposes of this clause, each of the following shall be deemed to be cash:

(A) any liabilities (as shown on the Company's or such Restricted Subsidiary's most recent balance sheet), of the Company or any Restricted Subsidiary (other than contingent liabilities, Indebtedness that is by its terms subordinated to the Notes or any Note Guarantee and liabilities to the extent owed to the Company or any Affiliate of the Company) that are assumed by the transferee of any such assets pursuant to a written novation agreement that releases the Company or such Restricted Subsidiary from further liability; and

(B) any securities, notes or other obligations received by the Company or any such Restricted Subsidiary from such transferee that are converted by the Company or such Restricted Subsidiary into cash (to the extent of the cash received in that conversion) within 90 days of the applicable Asset Sale.

(b) Within 360 days after the receipt of any Net Proceeds from an Asset Sale, the Company may apply such Net Proceeds at its option:

(i) to repay Senior Debt and, if the Senior Debt repaid is revolving credit Indebtedness, to correspondingly reduce commitments with respect thereto; or

(ii) to purchase Replacement Assets or make a capital expenditure in or that is used or useful in a Permitted Business.

Pending the final application of any such Net Proceeds, the Company may temporarily reduce revolving credit borrowings or otherwise invest such Net Proceeds in any manner that is not prohibited by this Indenture.

(c) Any Net Proceeds from Asset Sales that are not applied or invested as provided in the preceding paragraph shall constitute "Excess Proceeds." Within 10 days after the aggregate amount of Excess Proceeds exceeds $20.0 million, the Company shall make an offer (an "Asset Sale Offer") to all Holders of Notes and all holders of other Indebtedness that is pari passu with the Notes or any Note Guarantee containing provisions similar to those set forth in this Indenture with respect to offers to purchase with the proceeds of sales of assets, to purchase the maximum principal amount of Notes and such other pari passu Indebtedness that may be purchased out of the Excess Proceeds. The offer price in any Asset Sale Offer shall be equal to 100% of the principal amount of the Notes and such other pari passu Indebtedness plus accrued and unpaid interest and Liquidated Damages, if any, to the date of purchase, and shall be payable in cash. If any Excess Proceeds remain after consummation of an Asset Sale Offer, the Company may use such Excess Proceeds for any purpose not otherwise prohibited by this Indenture. If the aggregate principal amount of Notes and such other pari passu Indebtedness tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the Notes and such other pari passu Indebtedness shall be purchased on a pro rata basis based on the principal amount of Notes and such other pari passu Indebtedness tendered. Upon completion of each Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero.

(d) Any Asset Sale Offer shall be made in accordance with Section 3.09. The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with each repurchase of Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with this Section 4.10 or Section 3.09, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 4.10 or Section 3.09 by virtue of such compliance.

Section 4.11. Transactions with Affiliates. (a) The Company shall not, and shall not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into, make, amend, renew or extend any transaction, contract, agreement, understanding, loan, advance or Guarantee with, or for the benefit of, any Affiliate (each, an "Affiliate Transaction"), unless:

(i) such Affiliate Transaction is on terms that are no less favorable to the Company or the relevant Restricted Subsidiary than those that would have been obtained in a comparable arm's-length transaction by the Company or such Restricted Subsidiary with a Person that is not an Affiliate of the Company; and

(ii) the Company delivers to the Trustee:

(A) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $10.0 million, a resolution of the Board of Directors of the Company set forth in an Officers' Certificate certifying that such Affiliate Transaction or series of related Affiliate Transactions complies with this Section 4.11 and that such Affiliate Transaction or series of related Affiliate Transactions has been approved by a majority of the disinterested members of the Board of Directors of the Company; and

(B) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $25.0 million, an opinion as to the fairness to the Company or such Restricted Subsidiary of such Affiliate Transaction or series of related Affiliate Transactions from a financial point of view issued by an independent accounting, appraisal or investment banking firm of national standing.

(b) The following items shall not be deemed to be Affiliate Transactions and, therefore, shall not be subject to Section 4.11(a):

(i) transactions between or among the Company and/or its Restricted Subsidiaries;

(ii) payment of reasonable and customary fees and compensation to, and reasonable and customary indemnification arrangements and similar payments on behalf of, directors of the Company;

(iii) Restricted Payments that are permitted by this Indenture;

(iv) any sale of Capital Stock (other than Disqualified Stock) of the Company;

(v) loans and advances to officers and employees of the Company or any of its Restricted Subsidiaries for bona fide business purposes in the ordinary course of business consistent with past practice;

(vi) any employment, consulting, service or termination agreement, or reasonable and customary indemnification arrangements, entered into by the Company or any of its Restricted Subsidiaries with officers and employees of the Company or any of its Restricted Subsidiaries and the payment of compensation to officers and employees of the Company or any of its Restricted Subsidiaries (including amounts paid pursuant to employee benefit plans, employee stock option or similar plans), in each case in the ordinary course of business and consistent with past practice; and

(vii) any agreements or arrangements in effect on the Issue Date, or any amendment, modification, or supplement thereto or any replacement thereof, as long as such agreement or arrangement, as so amended, modified, supplemented or replaced, taken as a whole, is not more disadvantageous to the Company and its Restricted Subsidiaries than the original agreement as in effect on the Issue Date, as determined in

good faith by the Company's Board of Directors, and any transactions contemplated by any of the foregoing agreements or arrangements.

Section 4.12. Liens. The Company shall not, and shall not permit any of its Restricted Subsidiaries to, create, incur, assume or otherwise cause or suffer to exist or become effective any Lien of any kind securing Indebtedness (other than Permitted Liens) upon any of their property or assets, now owned or hereafter acquired, unless all payments due under this Indenture and the Notes are secured on an equal and ratable basis with the obligations so secured until such time as such obligations are no longer secured by a Lien.

Section 4.13. Corporate Existence. Subject to Article 5 hereof, the Company shall do or cause to be done all things reasonably necessary to preserve and keep in full force and effect (a) its corporate existence, and the corporate, partnership or other existence of each of its subsidiaries, in accordance with the respective organizational documents (as the same may be amended from time to time) of the Company or any such subsidiary and (b) the material rights (charter and statutory), licenses and franchises of the Company and its subsidiaries; provided, however, that the Company shall not be required to preserve any such right, license or franchise, or the corporate, partnership or other existence of any of its subsidiaries, if the Board of Directors shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company and its subsidiaries, taken as a whole, and that the loss thereof is not adverse in any material respect to the Holders of the Notes.

Section 4.14. Offer to Repurchase upon Change of Control. (a) If a Change of Control occurs, each Holder of Notes shall have the right to require the Company to repurchase all or any part (equal to $1,000 or an integral multiple thereof) of such Holder's Notes pursuant to the offer described below (the "Change of Control Offer") at an offer price in cash equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest and Liquidated Damages thereon, if any, to the date of purchase (the "Change of Control Payment").

(b) Within 30 days following any Change of Control, the Company shall mail a notice to each Holder describing the transaction or transactions that constitute the Change of Control and which shall be no earlier than 30 days and no later than 60 days from the date such notice is mailed (the "Change of Control Payment Date") and stating that the Change of Control Offer is being made pursuant to this Section 4.14 and that all Notes properly tendered pursuant to the Change of Control Offer will be accepted for payment.

(c) Any Change of Control offer shall be made in accordance with Section 3.09. The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with this Section 4.14, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 4.14 by virtue of such compliance.

(d) Prior to complying with this Section 4.14, but in any event within 30 days following a Change of Control, the Company shall either repay all outstanding Senior Debt or obtain the requisite consents, if any, under all agreements governing outstanding Senior Debt to permit the repurchase of Notes required by this Section 4.14.

(e) Clause (b) of this Section 4.14 shall be applicable regardless of whether any other Sections of this Indenture are applicable. Except as described above with respect to a Change of Control, this Indenture does not contain provisions that permit the Holders of the Notes to require that the Company repurchase or redeem the Notes in the event of a takeover, recapitalization or similar transaction.

(f) The Company shall not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

Section 4.15. Limitation on Senior Subordinated Debt. The Company shall not incur any Indebtedness that is subordinate or junior in right of payment to any Senior Debt of the Company unless it is pari passu or subordinate in right of payment to the Notes to the same extent. No Guarantor shall incur any Indebtedness that is subordinate or junior in right of payment to the Senior Debt of such Guarantor unless it is pari passu or subordinate in right of payment to such Guarantor's Note Guarantee to the same extent. For purposes of the foregoing, no Indebtedness will be deemed to be subordinate or junior in right of payment to any other Indebtedness of the Company or any Guarantor, as applicable, solely by reason of any Liens or Guarantees arising or created in respect thereof or by virtue of the fact that the holders of any secured Indebtedness have entered into intercreditor agreements giving one or more of such holders priority over the other holders in the collateral held by them.

Section 4.16. Designation of Restricted and Unrestricted Subsidiaries. (a) The Board of Directors of the Company may designate any Restricted Subsidiary of the Company to be an Unrestricted Subsidiary; provided that:

(i) any Guarantee by the Company or any Restricted Subsidiary of any Indebtedness of the Subsidiary being so designated shall be deemed to be an incurrence of Indebtedness by the Company or such Restricted Subsidiary (or both, if applicable) at the time of such designation, and such incurrence of Indebtedness would be permitted under Section 4.09;

(ii) the aggregate fair market value of all outstanding Investments owned by the Company and its Restricted Subsidiaries in the Subsidiary being so designated (including any Guarantee by the Company or any Restricted Subsidiary of any Indebtedness of such Subsidiary) shall be deemed to be a Restricted Investment made as of the time of such designation and that such Investment would be permitted under Section 4.07;

(iii) such Subsidiary does not own any Equity Interests of, or hold any Liens on any property of, the Company or any Restricted Subsidiary;

(iv) the Subsidiary being so designated:

(A) is not party to any agreement, contract, arrangement or understanding with the Company or any Restricted Subsidiary of the Company unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to the Company or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Company;

(B) is a Person with respect to which neither the Company nor any of its Restricted Subsidiaries has any direct or indirect obligation (x) to subscribe for additional Equity Interests or (y) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results;

(C) has not Guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of the Company or any of its Restricted Subsidiaries, except to the extent such Guarantee or credit support would be released upon such designation; and

(D) has at least one director on its Board of Directors that is not a director or officer of the Company or any of its Restricted Subsidiaries and has at least one executive officer that is not a director or officer of the Company or any of its Restricted Subsidiaries; and

(v) no Default or Event of Default would be in existence following such designation.

(b) Any designation of a Restricted Subsidiary of the Company as an Unrestricted Subsidiary shall be evidenced to the Trustee by filing with the Trustee a certified copy of the Board Resolution giving effect to such designation and an Officers' Certificate certifying that such designation complied with the preceding conditions and was permitted by this Indenture. If, at any time, any Unrestricted Subsidiary would fail to meet any of the preceding requirements described in clause (iv) above, it shall thereafter cease to be an Unrestricted Subsidiary for purposes of this Indenture and any Indebtedness, Investments, or Liens on the property, of such Subsidiary shall be deemed to be incurred by a Restricted Subsidiary of the Company as of such date and, if such Indebtedness, Investments or Liens are not permitted to be incurred as of such date under this Indenture, the Company shall be in default under this Indenture.

(c) The Board of Directors of the Company may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided that:

(i) such designation shall be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of the Company of any outstanding Indebtedness of such

Unrestricted Subsidiary and such designation shall only be permitted if such Indebtedness is permitted under Section 4.09, calculated on a pro forma basis as if such designation had occurred at the beginning of the four-quarter reference period;

(ii) all outstanding Investments owned by such Unrestricted Subsidiary shall be deemed to be made as of the time of such designation and such Investments shall only be permitted if such Investments would be permitted under Section 4.07;

(iii) all Liens upon property or assets of such Unrestricted Subsidiary existing at the time of such designation would be permitted under Section 4.12; and

(iv) no Default or Event of Default would be in existence following such designation.

Section 4.17. Payments for Consent. The Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Holder of Notes for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of this Indenture or the Notes unless such consideration is offered to be paid and is paid to all Holders of the Notes that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement.

Section 4.18. Business Activities. The Company shall not, and shall not permit any of its Restricted Subsidiaries to, engage in any business other than Permitted Businesses, except to such extent as would not be material to the Company and its Restricted Subsidiaries taken as a whole.

Section 4.19. Limitation on Issuances and Sales of Equity Interests in Restricted Subsidiaries. The Company shall not transfer, convey, sell, lease or otherwise dispose of, and shall not permit any of its Restricted Subsidiaries to, issue, transfer, convey, sell, lease or otherwise dispose of any Equity Interests in any Restricted Subsidiary of the Company to any Person (other than the Company or a Restricted Subsidiary of the Company or, if necessary, shares of its Capital Stock constituting directors' qualifying shares or issuances of shares of Capital Stock of foreign Restricted Subsidiaries to foreign nationals, to the extent required by applicable law), except:

(1) if, immediately after giving effect to such issuance, transfer, conveyance, sale, lease or other disposition, such Restricted Subsidiary would no longer constitute a Restricted Subsidiary and any Investment in such Person remaining after giving effect to such issuance or sale would have been permitted to be made under Section 4.07 if made on the date of such issuance or sale and the cash Net Proceeds from such transfer, conveyance, sale, lease or other disposition are applied in accordance with Section 4.10; or

(2) other sales of Capital Stock of a Restricted Subsidiary by the Company or a Restricted Subsidiary, provided that the Company or such Restricted Subsidiary complies with Section 4.10.

Section 4.20. Additional Note Guarantees. (a) If the Company or any of its Restricted Subsidiaries acquires or creates another Domestic Subsidiary on or after the Issue Date, then that newly acquired or created Domestic Subsidiary must become a Guarantor and execute a supplemental indenture and deliver an Opinion of Counsel to the Trustee.

(b) The Company shall not permit any of its Restricted Subsidiaries, directly or indirectly, to Guarantee or pledge any assets to secure the payment of any other Indebtedness of the Company or any Restricted Subsidiary thereof, other than Foreign Subsidiaries, unless such Restricted Subsidiary is a Guarantor or simultaneously executes and delivers a supplemental indenture providing for the Guarantee of the payment of the Notes by such Restricted Subsidiary, which Guarantee shall be senior to or pari passu with such Subsidiary's Guarantee of such other Indebtedness unless such other Indebtedness is Senior Debt, in which case the Guarantee of the Notes may be subordinated to the Guarantee of such Senior Debt to the same extent as the Notes are subordinated to such Senior Debt. The form of the Note Guarantee is attached as Exhibit D hereto.

(c) A Guarantor may not sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person), another Person, other than the Company or another Guarantor, unless:

(i) immediately after giving effect to that transaction, no Default or Event of Default exists; and

(ii) either:

(A) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger (if other than the Guarantor) is a corporation organized or existing under the laws of the United States, any state thereof or the District of Columbia and assumes all the obligations of that Guarantor under this Indenture, its Note Guarantee and the Registration Rights Agreement pursuant to a supplemental indenture satisfactory to the Trustee; or

(B) such sale or other disposition or consolidation or merger complies with Section 4.10.

(d) The Note Guarantee of a Guarantor will be released:

(i) in connection with any sale or other disposition of all of the Capital Stock of a Guarantor to a Person that is not (either before or after giving effect to such transaction) an Affiliate of the Company, if the sale of all such Capital Stock of that Guarantor complies with Section 4.10;

(ii) if the Company properly designates any Restricted Subsidiary that is a Guarantor as an Unrestricted Subsidiary under this Indenture; or

(iii) solely in the case of a Note Guarantee created pursuant to Section 4.20(a), upon the release or discharge of the Guarantee which resulted in the creation of such Note Guarantee pursuant to this Section 4.20, except a discharge or release by or as a result of payment under such Guarantee.

ARTICLE 5

SUCCESSORS

Section 5.01. Merger, Consolidation or Sale of Assets. (a) The Company shall not, directly or indirectly consolidate or merge with or into another Person (whether or not the Company is the surviving corporation) or sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties and assets of the Company and its Restricted Subsidiaries, taken as a whole, in one or more related transactions, to another Person or Persons, unless:

(i) either: (A) the Company is the surviving corporation; or (B) the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, conveyance or other disposition shall have been made (x) is a corporation organized or existing under the laws of the United States, any state thereof or the District of Columbia and (y) assumes all the obligations of the Company under the Notes, this Indenture, and the Registration Rights Agreement pursuant to agreements reasonably satisfactory to the Trustee;

(ii) immediately after giving effect to such transaction no Default or Event of Default exists;

(iii) immediately after giving effect to such transaction on a pro forma basis, the Company or the Person formed by or surviving any such consolidation or merger (if other than the Company), or to which such sale, assignment, transfer, conveyance or other disposition shall have been made, shall, on the date of such transaction after giving pro forma effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period, be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.09(a);

(iv) each Guarantor, unless such Guarantor is the Person with which the Company has entered into a transaction under this Section 5.01, shall have by amendment to its Note Guarantee confirmed that its Note Guarantee shall apply to the obligations of the Company or the surviving Person in accordance with the Notes and this Indenture; and

(v) the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that the Holders will not recognize income, gain or loss for Federal income tax purposes as a result of such transaction and will be subject to Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such transaction had not occurred.

(b) Neither the Company nor any Restricted Subsidiary may, directly or indirectly, lease all or substantially all of its properties or assets, in one or more related transactions, to any other Person. Clause (iii) above of this Section 5.01 shall not apply to any merger, consolidation or sale, assignment, transfer, lease, conveyance or other disposition of assets between or among the Company and any of its Restricted Subsidiaries.

Section 5.02. Successor Corporation Substituted. Upon any consolidation or merger, or any sale, assignment, transfer, conveyance or other disposition of all or substantially all of the assets of the Company in accordance with Section 5.01 hereof, the successor corporation formed by such consolidation or into or with which the Company is merged or to which such sale, assignment, transfer, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, conveyance or other disposition, the provisions of this Indenture referring to the "Company" shall refer instead to the successor corporation and not to the Company), and may exercise every right and power of the Company under this Indenture with the same effect as if such successor Person had been named as the Company herein; provided, however, that the predecessor Company shall not be relieved from the obligation to pay the principal of and interest on the Notes except in the case of a sale of all of the Company's assets that meets the requirements of Section 5.01 hereof.

ARTICLE 6

DEFAULTS AND REMEDIES

Section 6.01. Events of Default. Each of the following is an "Event of Default":

(i) default for 30 days in the payment when due of interest on, or Liquidated Damages with respect to, the Notes whether or not prohibited by Article 10 of this Indenture;

(ii) default in payment when due (whether at maturity, upon acceleration, redemption or otherwise) of the principal of, or premium, if any, on the Notes, whether or not prohibited by Article 10 of this Indenture;

(iii) failure by the Company or any of its Restricted Subsidiaries to comply with Section 4.10, Section 4.14, Section 4.20(c) or Section 5.01;

(iv) failure by the Company or any of its Restricted Subsidiaries for 60 days after written notice by the Trustee or Holders representing 25% or more of the aggregate principal amount of Notes outstanding to comply with any of the other agreements in this Indenture;

(v) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any of its Restricted Subsidiaries (or the payment of

which is Guaranteed by the Company or any of its Restricted Subsidiaries) whether such Indebtedness or Guarantee now exists, or is created after the Issue Date, if that default:

(A) is caused by a failure to make any payment when due at the final maturity of such Indebtedness (a "Payment Default"); or

(B) results in the acceleration of such Indebtedness prior to its express maturity,

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates $25.0 million or more;

(vi) failure by the Company or any of its Restricted Subsidiaries to pay final judgments (to the extent such judgments are not paid or covered by insurance provided by a carrier that has acknowledged coverage in writing and has the ability to perform) aggregating in excess of $25.0 million, which judgments are not paid, discharged or stayed for a period of 60 days;

(vii) except as permitted by this Indenture, any Note Guarantee shall be held in any judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect or any Guarantor, or any Person acting on behalf of any Guarantor, shall deny or disaffirm its obligations under its Note Guarantee; and

(viii) the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary (or any group of Restricted Subsidiaries that together would constitute a Significant Subsidiary of the Company), pursuant to or within the meaning of Bankruptcy Law:

(A) commences a voluntary case,

(B) consents to the entry of an order for relief against it in an involuntary case,

(C) makes a general assignment for the benefit of its creditors, or

(D) generally is not paying its debts as they become due; and

(ix) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary (or any group of Restricted Subsidiaries that together would constitute a Significant Subsidiary of the Company), in an involuntary case;

(B) appoints a custodian of the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary (or any group of Restricted Subsidiaries that together would constitute a Significant Subsidiary of the Company) or for all or substantially all of the property of the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary (or any group of Restricted Subsidiaries that together would constitute a Significant Subsidiary of the Company), or

(C) orders the liquidation of the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary (or any group of Restricted Subsidiaries that together would constitute a Significant Subsidiary of the Company);

and the order or decree remains undismissed or unstayed and in effect for 60 consecutive days.

Section 6.02. Acceleration. In the case of an Event of Default specified in clause (viii) or (ix) of Section 6.01 with respect to the Company, any Guarantor or any Significant Subsidiary (or any group of Restricted Subsidiaries that together would constitute a Significant Subsidiary of the Company), all outstanding Notes will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding Notes may declare all the Notes to be due and payable immediately by notice in writing to the Company specifying the Event of Default.

In the event of a declaration of acceleration of the Notes because an Event of Default has occurred and is continuing as a result of the acceleration of any Indebtedness described in clause (v) of Section 6.01 hereof, the declaration of acceleration of the Notes shall be automatically annulled if the holders of any Indebtedness described in clause (v) of Section 6.01 hereof have rescinded the declaration of acceleration in respect of the Indebtedness if:

(i) the annulment of the acceleration of Notes would not conflict with any judgment or decree of a court of competent jurisdiction; and

(ii) all existing Events of Default, except nonpayment of principal or interest on the Notes that became due solely because of the acceleration of the Notes, have been cured or waived.

In the case of any Event of Default occurring by reason of any willful action or inaction taken or not taken by or on behalf of the Company with the intention of avoiding payment of the premium that the Company would have had to pay if the Company then had elected to redeem the Notes pursuant to Section 3.07 hereof, an equivalent premium shall also become and be immediately due and payable to the extent permitted by law upon the acceleration of the Notes. If an Event of Default occurs prior to February 1, 2010, by reason of any willful action (or inaction) taken (or not taken) by or on behalf of the Company with the intention of avoiding the prohibition on redemption of the Notes, prior to February 1, 2010, then

the premium specified in Section 3.07(b) shall also become immediately due and payable to the extent permitted by law upon the acceleration of the Notes.

Section 6.03. Other Remedies. If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal, premium, if any, and Liquidated Damages, if any, and interest, if any, on the Notes or to enforce the performance of any provision of the Notes or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of a Note in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

Section 6.04. Waiver of Past Defaults. Holders of a majority in aggregate principal amount of the then outstanding Notes by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default or Event of Default and its consequences hereunder (including rescinding any related acceleration of the payment of the Notes), except a continuing Default or Event of Default (and any related acceleration of the payment of the Notes) in the payment of the principal of, premium and Liquidated Damages, if any, or interest on, the Notes. The Company shall deliver to the Trustee an Officers' Certificate stating that the requisite percentage of Holders have consented to such waiver and attaching copies of such consents. In case of any such waiver, the Company, the Trustee and the Holders shall be restored to their former positions and rights hereunder and under the Notes, respectively. This Section 6.04 shall be in lieu of Section 316(a)(1)(B) of the TIA and such Section 316(a)(1)(B) of the TIA is hereby expressly excluded from this Indenture and the Notes, as permitted by the TIA. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

Section 6.05. Control by Majority. Subject to Section 2.09, holders of a majority in principal amount of the then outstanding Notes may direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture, that may involve the Trustee in personal liability or that the Trustee determines in good faith may be unduly prejudicial to the rights of Holders of Notes not joining in the giving of such direction, and the Trustee shall have the right to decline to follow any such direction, if the Trustee, being advised by counsel, determines that such action so directed may not be lawfully taken or if the Trustee, in good faith shall by a Responsible Officer, determine that the proceedings so directed may involve the Trustee in personal liability; provided that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction. In the event the Trustee takes any action or follows any direction pursuant to this Indenture, the Trustee shall be entitled to indemnification satisfactory to it in its sole discretion against any loss or expense caused by taking such action or following such direction. This Section 6.05 shall be in lieu of Section 316(a)(1)(A) of the TIA, and such Section 316(a)(1)(A) of the TIA is hereby expressly excluded from this Indenture and the Notes, as permitted by the TIA.

Section 6.06. Limitation on Suits. A Holder of a Note may not pursue a remedy with respect to this Indenture, the Notes or the Note Guarantees unless:

(a) the Holder of a Note gives to the Trustee written notice of a continuing Event of Default;

(b) the Holders of at least 25% in aggregate principal amount of the then outstanding Notes make a written request to the Trustee to pursue the remedy;

(c) such Holder of a Note or Holders of Notes offer and, if requested, provide to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense;

(d) the Trustee does not comply with the request within 60 days after receipt of the request and the offer and, if requested, the provision of indemnity; and

(e) during such 60-day period the Holders of a majority in principal amount of the then outstanding Notes do not give the Trustee a direction inconsistent with the request.

A Holder of a Note may not use this Indenture to prejudice the rights of another Holder of a Note or to obtain a preference or priority over another Holder of a Note.

Section 6.07. Rights of Holders of Notes to Receive Payment. Notwithstanding any other provision of this Indenture, the right of any Holder of a Note to receive payment of principal, premium, if any, and Liquidated Damages, if any, and interest on the Note, on or after the respective due dates expressed in the Note (including in connection with an offer to purchase), or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

Section 6.08. Collection Suit by Trustee. If an Event of Default specified in Section 6.01 occurs and is continuing, the Trustee is authorized to recover judgment in its own name and as trustee of an express trust against the Company for the whole amount of principal of, premium and Liquidated Damages, if any, and interest remaining unpaid on the Notes and interest on overdue principal and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

Section 6.09. Trustee May File Proofs of Claim. The Trustee is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders of the Notes allowed in any judicial proceedings relative to the Company or any Guarantor (or any other obligor upon the Notes), its creditors or its property and shall be entitled and empowered to collect, receive and distribute any money or other securities or property payable or deliverable on any such claims and any custodian in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents

and counsel, and any other amounts due the Trustee under Section 7.07 hereof. To the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07 hereof out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.10. Priorities. If the Trustee collects any money pursuant to this Article, it shall pay out the money in the following order:

First: to the Trustee, its agents and attorneys for amounts due under Section 7.07 hereof, including payment of all compensation, expense and liabilities incurred, and all advances made, by the Trustee and the costs and expenses of collection;

Second: to Holders of Notes for amounts due and unpaid on the Notes for principal, premium, if any, and Liquidated Damages, if any, and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal, premium, if any, and Liquidated Damages, if any and interest, respectively; and

Third: to the Company or to such party as a court of competent jurisdiction shall direct.

The Trustee may fix a record date and payment date for any payment to Holders of Notes pursuant to this Section 6.10.

Section 6.11. Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee, a suit by a Holder of a Note pursuant to Section 6.07 hereof, or a suit by Holders of more than 10% in principal amount of the then outstanding Notes.

Section 6.12. Restoration of Rights and Remedies. If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case, subject to any determination in such proceeding, the Company, any Subsidiary Guarantor, the Trustee and the Holders shall be restored severally and respectively to their former positions hereunder and

thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding had been instituted.

Section 6.13. Rights and Remedies Cumulative. Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes in Section 2.07, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 6.14. Delay or Omission Not Waiver. No delay or omission of the Trustee or of any Holder of any Note to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article Six or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

Section 6.15. Record Date. The Company may set a record date for purposes of determining the identity of Holders entitled to vote or to consent to any action by vote or consent authorized or permitted by Sections 6.04, 6.05 and 9.02. Unless the Company provides otherwise, such record date shall be the later of 30 days prior to the first solicitation of such consent or the date of the most recent list of Holders furnished to the Trustee pursuant to Section 2.05 prior to such solicitation.

ARTICLE 7

TRUSTEE

Section 7.01. Duties of Trustee. (a) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of its own affairs.

(b) Except during the continuance of an Event of Default:

(i) the duties of the Trustee shall be determined solely by this Indenture and the Trustee need perform only those duties that are specifically set forth in this Indenture and no others, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture (but need

not confirm or investigate the accuracy of mathematical calculations or other facts purported to be stated therein).

(c) The Trustee may not be relieved from liabilities for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of paragraph (b) of this Section;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05 hereof.

(d) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b), and (c) of this Section.

(e) No provision of this Indenture shall require the Trustee to expend or risk its own funds or incur any liability. The Trustee shall be under no obligation to exercise any of its rights and powers under this Indenture at the request of any Holders, unless such Holder shall have offered to the Trustee security and indemnity satisfactory to it against any loss, liability or expense.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Company. Money or assets held in trust by the Trustee need not be segregated from other funds or assets except to the extent required by law.

Section 7.02. Rights of Trustee. (a) The Trustee may conclusively rely upon any document (whether in its original or facsimile form) believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may consult with counsel and may require (other than in connection with the Exchange Offer contemplated by Section 2.06(f) unless required by the TIA) an Officers' Certificate or an Opinion of Counsel or both. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate or Opinion of Counsel. The Trustee may consult with counsel and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any agent or attorney appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within the rights or powers conferred upon it by this Indenture.

(e) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Company shall be sufficient if signed by an Officer of the Company.

(f) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders unless such Holders shall have offered to the Trustee reasonable security or indemnity satisfactory to it against the costs, expenses and liabilities that might be incurred by it in compliance with such request or direction.

(g) Except with respect to Section 4.01, the Trustee shall have no duty to inquire as to the performance of the Company with respect to the covenants contained in Article 4. In addition, the Trustee shall not be deemed to have knowledge of a Default or an Event of Default except (i) any Default or Event of Default occurring pursuant to Sections 4.01, 6.01(i) or 6.01(ii) or (ii) any Default or Event of Default of which the Trustee shall have received written notification or obtained actual knowledge.

(h) Delivery of reports, information and documents to the Trustee under Section 4.03 is for informational purposes only and the Trustee's receipt of the foregoing shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of their covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officers' Certificates).

Section 7.03. Individual Rights of Trustee. The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or any Affiliate of the Company with the same rights it would have if it were not Trustee. However, in the event that the Trustee acquires any conflicting interest that would require the Trustee to resign it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as trustee or resign. Any Agent may do the same with like rights and duties. The Trustee is also subject to Sections 7.10 and 7.11 hereof.

Section 7.04. Trustee's Disclaimer. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Company's use of the proceeds from the Notes or any money paid to the Company or upon the Company's direction under any provision of this Indenture, it shall not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and it shall not be responsible for any statement or recital herein or any statement in the Notes or any other document in connection with the sale of the Notes or pursuant to this Indenture other than its certificate of authentication.

Section 7.05. Notice of Defaults. If a Default or Event of Default occurs and is continuing and if it is known to the Trustee, the Trustee shall mail to the Holders of the Notes a

notice of the Default or Event of Default within 90 days after it occurs. Except in the case of a Default or Event of Default in payment of principal of, premium and Liquidated Damages, if any, or interest on any Note, the Trustee may withhold the notice if and so long as the board of directors, the executive committee or a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of the Holders of the Notes.

Section 7.06. Reports by Trustee to the Holders of the Notes. Within 60 days after each May 15 beginning with the May 15 following the Issue Date, and for so long as Notes remain outstanding, the Trustee shall mail to the Holders of the Notes a brief report dated as of such reporting date that complies with TIA ss. 313(a) (but if no event described in TIA ss. 313(a) has occurred within the twelve months preceding the reporting date, no report need be transmitted). The Trustee also shall comply with TIA ss. 313(b)(2). The Trustee shall also transmit by mail all reports as required by TIA ss. 313(c).

A copy of each report at the time of its mailing to the Holders of the Notes shall be mailed to the Company and filed with the SEC and each stock exchange on which the Notes are listed in accordance with TIA ss. 313(d). The Company shall promptly notify the Trustee when the Notes are listed on any securities exchange or of any delisting thereof.

Section 7.07. Compensation and Indemnity. The Company shall pay to the Trustee from time to time reasonable compensation for its acceptance of this Indenture and services hereunder. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee promptly upon request for all reasonable disbursements, advances and expenses incurred or made by it in addition to the compensation for its services. Such expenses shall include the reasonable compensation, disbursements and expenses of the Trustee's agents and counsel and any taxes or other expenses incurred by a trust created pursuant to Section 8.04 hereof.

The Company shall indemnify the Trustee and its agents against any and all losses, liabilities, claims, damages or expenses (including compensation, fees, disbursements and expenses of Trustee's agents and counsel) incurred by it arising out of or in connection with the acceptance or administration of its duties under this Indenture, including the costs and expenses of enforcing this Indenture against the Company (including this Section 7.07) and defending itself against any claim (whether asserted by the Company or any Holder or any other person) or liability in connection with the exercise or performance of any of its powers or duties hereunder, except to the extent any such loss, liability or expense is judicially determined to have been caused by to its own negligence or bad faith. The Trustee shall notify the Company promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Company shall not relieve the Company of its obligations hereunder. The Company shall defend the claim and the Trustee shall cooperate in the defense. The Trustee may have separate counsel and the Company shall pay the reasonable fees and expenses of such counsel. The Company need not pay for any settlement made without its consent, which consent shall not be unreasonably withheld.

The obligations of the Company under this Section 7.07 shall survive the satisfaction and discharge of this Indenture.

To secure the Company's payment obligations in this Section 7.07, the Trustee shall have a Lien prior to the Notes on all money or property held or collected by the Trustee, except that held in trust to pay principal and interest on particular Notes. Such Lien shall survive the satisfaction and discharge of this Indenture. The Trustee's right to receive payment of any amounts due under this Section 7.07 shall not be subordinated to any other liability or Indebtedness of the Company.

When the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.01(viii) or (ix) hereof occurs, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

The Trustee shall comply with the provisions of TIA ss. 313(b)(2) to the extent applicable.

Section 7.08. Replacement of Trustee. A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.08.

The Trustee may resign in writing at any time and be discharged from the trust hereby created by so notifying the Company. The Holders of a majority in principal amount of the then outstanding Notes may remove the Trustee by so notifying the Trustee and the Company in writing. The Company may remove the Trustee if:

(a) the Trustee fails to comply with Section 7.10 hereof;

(b) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;

(c) a custodian or public officer takes charge of the Trustee or its property; or

(d) the Trustee becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Company shall promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in principal amount of the then outstanding Notes may appoint a successor Trustee to replace the successor Trustee appointed by the Company.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Company, or the Holders of Notes of at least 10% in principal amount of the then outstanding Notes may petition at the expense of the Company any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee, after written request by any Holder of a Note who has been a Holder of a Note for at least six months, fails to comply with Section 7.10, such Holder of a Note may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders of the Notes. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, provided all sums owing to the Trustee hereunder have been paid and subject to the Lien provided for in Section 7.07 hereof. Notwithstanding replacement of the Trustee pursuant to this Section 7.08, the Company's obligations under Section 7.07 hereof shall continue for the benefit of the retiring Trustee.

Section 7.09. Successor Trustee by Merger, Etc. If the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the successor corporation without any further act shall be the successor Trustee.

Section 7.10. Eligibility; Disqualification. There shall at all times be a Trustee hereunder that is a corporation organized and doing business under the laws of the United States of America or of any state thereof that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or examination by federal or state authorities and that has a combined capital and surplus of at least $50 million as set forth in its most recent published annual report of condition.

This Indenture shall always have a Trustee who satisfies the requirements of TIA ss.ss. 310(a)(1), (2) and (5). The Trustee is subject to TIA ss. 310(b); provided, however, that there shall be excluded from the operation of TIA ss. 310(b)(1) any indenture or indentures under which other securities, or certificates of interest or participation in other securities, of the Company are outstanding, if the requirements for such exclusion set forth in TIA ss. 310(b)(1) are met.

Section 7.11. Preferential Collection of Claims Against Company. The Trustee is subject to TIA ss. 311(a), excluding any creditor relationship listed in TIA ss. 311(b). A Trustee who has resigned or been removed shall be subject to TIA ss. 311(a) to the extent indicated therein. The Trustee hereby waives any right to set off any claim that it may have against the Company in any capacity (other than as Trustee and Paying Agent) against any of the assets of the Company held by the Trustee; provided, however, that if the Trustee is or becomes a lender of any other Indebtedness permitted hereunder to be pari passu with the Notes, then such waiver shall not apply to the extent of such Indebtedness.

ARTICLE 8

LEGAL DEFEASANCE AND COVENANT DEFEASANCE; SATISFACTION AND DISCHARGE

Section 8.01. Option to Effect Legal Defeasance or Covenant Defeasance. The Company may, at the option of its Board of Directors evidenced by a resolution set forth in an Officers' Certificate, at any time, elect to have either Section 8.02 or Section 8.03 hereof be

applied to all outstanding Notes upon compliance with the conditions set forth below in this Article 8.

Section 8.02. Legal Defeasance and Discharge. Upon the Company's exercise under Section 8.01 hereof of the option applicable to this Section 8.01, the Company shall, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, be deemed to have been discharged from its obligations with respect to all outstanding Notes and all obligations of the Guarantors shall be deemed to have been discharged with respect to their obligations under the Note Guarantees on the date the conditions set forth below are satisfied (hereinafter, "Legal Defeasance"). For this purpose, Legal Defeasance means that the Company and the Guarantors shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes and Note Guarantees, respectively, which shall thereafter be deemed to be "outstanding" only for the purposes of Section 8.08 hereof and the other Sections of this Indenture referred to in (a) and (b) below, and to have satisfied all its other obligations under such Notes and this Indenture (and the Trustee, on demand of and at the expense of the Company, shall execute proper instruments acknowledging the same), except for the following clauses, which shall survive until otherwise terminated or discharged hereunder: (a) the rights of Holders of outstanding Notes to receive solely from the trust fund described in Section 8.04 hereof, and as more fully set forth in such Section, payments in respect of the principal of, premium and Liquidated Damages, if any, and interest on such Notes when such payments are due, (b) the Company's obligations with respect to such Notes under Article 2 and Section 4.02 hereof, (c) the rights, powers, trusts, duties and immunities of the Trustee hereunder and the Company's obligations in connection therewith and (d) this Article 8. Subject to compliance with this Article 8, the Company may exercise its option under this Section 8.02 notwithstanding the prior exercise of its option under Section 8.03 hereof.

Section 8.03. Covenant Defeasance. Upon the Company's exercise under Section 8.01 hereof of the option applicable to this Section 8.03, the Company and each of the Guarantors shall, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, be released from their respective obligations under the covenants set forth in Sections 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, 4.16, 4.17, 4.18, 4.19 and 4.20, hereof with respect to the outstanding Notes on and after the date the conditions set forth in Section 8.04 are satisfied (hereinafter, "Covenant Defeasance"), and the Notes shall thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed "outstanding" for all other purposes hereunder (it being understood that such Notes shall not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to the outstanding Notes, the Company may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 6.01 hereof, but, except as specified above, the remainder of this Indenture and such Notes shall be unaffected thereby. In addition, upon the Company's exercise under Section 8.01 hereof of the option applicable to this Section 8.03, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, clauses (i) through (iii) of Section 6.01 and

clauses (v) through (vii) of Section 6.01 hereof shall cease to operate and not constitute Events of Default.

Section 8.04. Conditions to Legal Defeasance or Covenant Defeasance. The following shall be the conditions to the application of either Section 8.02 or 8.03 hereof to the outstanding Notes:

In order to exercise either Legal Defeasance or Covenant Defeasance:

(a) the Company shall irrevocably deposit with the Trustee, in trust, for the benefit of the Holders of the Notes, cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in such amounts as shall be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium and Liquidated Damages, if any, and interest on the outstanding Notes on the Stated Maturity or on the applicable redemption date, as the case may be, and the Company shall specify whether the Notes are being defeased to maturity or to a particular redemption date;

(b) in the case of an election under Section 8.02 hereof, the Company shall have delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that (i) the Company has received from, or there has been published by, the Internal Revenue Service a ruling or (ii) since the Issue Date, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the Holders of the outstanding Notes shall not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and shall be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(c) in the case of an election under Section 8.03 hereof, the Company shall have delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that the Holders of the outstanding Notes shall not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and shall be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(d) no Default or Event of Default shall have occurred and be continuing either (i) on the date of such deposit, or (ii) insofar as an Event of Default set forth in Section 6.01(viii) shall have occurred and be continuing, at any time in the period ending on the 123rd day after the date of deposit;

(e) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under any material agreement or instrument (other than this Indenture) to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound;

(f) the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that, (i) assuming no intervening bankruptcy of the Company or any Guarantor

between the date of deposit and the 123rd day following the deposit and assuming that no Holder is an "insider" of the Company under applicable bankruptcy law, after the 123rd day following the deposit, the trust funds shall not be subject to the effect of Section 547 of the United States Bankruptcy Code or Section 15 of the New York Debtor and Creditor Law and (ii) the creation of the defeasance trust does not violate the Investment Company Act of 1940;

(g) the Company shall have delivered to the Trustee an Officers' Certificate stating that the deposit was not made by the Company with the intent of preferring the Holders of Notes over any other creditors of the Company with the intent of defeating, hindering, delaying or defrauding any other creditors of the Company or others;

(h) if the Notes are to be redeemed prior to their Stated Maturity, the Company shall have delivered to the Trustee irrevocable instructions to redeem all of the Notes on the specified redemption date; and

(i) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent, including, without limitation, the conditions set forth in this Section 8.04, provided for or relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Section 8.05. Satisfaction and Discharge of Indenture. This Indenture shall be discharged and shall cease to be of further effect as to all Notes issued hereunder when:

(i) either:

(A) all Notes that have been authenticated (except lost, stolen or destroyed Notes that have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust and thereafter repaid to the Company) have been delivered to the Trustee for cancellation; or

(B) all Notes that have not been delivered to the Trustee for cancellation have become due and payable by reason of the making of a notice of redemption or otherwise or will become due and payable within one year and the Company or any Guarantor has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the Holders, cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in such amounts as will be sufficient without consideration of any reinvestment of interest, to pay and discharge the entire indebtedness on the Notes not delivered to the Trustee for cancellation for principal, premium, if any, and Liquidated Damages, if any, and accrued interest to the date of maturity or redemption;

(ii) no Default or Event of Default shall have occurred and be continuing on the date of such deposit or shall occur as a result of such deposit and such deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which the Company or any Guarantor is a party or by which the Company or any Guarantor is bound;

(iii) the Company or any Guarantor has paid or caused to be paid all sums payable by it under this Indenture; and

(iv) the Company has delivered irrevocable instructions to the Trustee under this Indenture to apply the deposited money toward the payment of the Notes at maturity or the redemption date, as the case may be.

In addition, the Company must deliver an Officers' Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Section 8.06. Survival of Certain Obligations. Notwithstanding Sections 8.02, 8.03 and 8.05, any obligations of the Company and the Guarantors in Sections 2.03 through 2.16 (excluding Sections 2.08 and 2.14), 6.07, 7.07, 7.08, and 8.07 through 8.11 shall survive until the Notes have been paid in full. Thereafter, any obligations of the Company and the Guarantors in Sections 7.07, 8.07, 8.08 and 8.10 shall survive such satisfaction and discharge. Nothing contained in this Article Eight shall abrogate any of the obligations or duties of the Trustee under this Indenture.

Section 8.07. Acknowledgment of Discharge by Trustee. After the conditions of Section 8.02, 8.03 or 8.05 have been satisfied, the Trustee upon written request shall acknowledge in writing the discharge of all of the Company's obligations under this Indenture except for those surviving obligations specified in this Article Eight.

Section 8.08. Deposited Money and Cash Equivalents to Be Held in Trust; Other Miscellaneous Provisions. Subject to Section 8.09 hereof, all money and non-callable Cash Equivalents (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 8.08, the "Trustee") pursuant to Section 8.04 hereof in respect of the outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, premium, if any, and Liquidated Damages, if any, and interest, but such money need not be segregated from other funds except to the extent required by law.

The Company shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash or non-callable Cash Equivalents deposited pursuant to Section 8.04(a) hereof or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes.

Anything in this Article 8 to the contrary notwithstanding, the Trustee shall deliver or pay to the Company from time to time upon the request of the Company any money or non-callable Cash Equivalents held by it as provided in Section 8.04 hereof which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under

Section 8.04 hereof), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

Section 8.09. Repayment to Company. Any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of, premium and Liquidated Damages, if any, and interest on any Note and remaining unclaimed for two years after such principal, and premium and Liquidated Damages, if any, and interest has become due and payable shall be paid to the Company on its request or (if then held by the Company) shall be discharged from such trust; and the Holder of such Note shall thereafter, as a secured creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease; provided, however, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company cause to be published once, in the New York Times and The Wall Street Journal (national edition), notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such notification or publication, any unclaimed balance of such money then remaining shall be repaid to the Company.

Section 8.10. Indemnity for Government Securities. The Company shall pay and shall indemnify the Trustee against any tax, fee or other charge imposed on or assessed against deposited U.S. Government Obligations or the principal and interest, if any, received on such U.S. Government Obligations.

Section 8.11. Reinstatement. If the Trustee or Paying Agent is unable to apply any United States dollars or non-callable Government Securities in accordance with Section 8.02 or 8.03 hereof, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Company's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 8.02 or 8.03 hereof until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.02 or 8.03 hereof, as the case may be; provided, however, that, if the Company makes any payment of principal of, premium, if any, or interest on any Note following the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money held by the Trustee or Paying Agent.

ARTICLE 9

AMENDMENT, SUPPLEMENT AND WAIVER

Section 9.01. Without Consent of Holders of Notes. Notwithstanding Section 9.02 of this Indenture, without the consent of any Holder of Notes, the Company, the Guarantors and the Trustee may amend or supplement this Indenture, or the Notes or the Note Guarantees:

(a) to cure any ambiguity, defect, error or inconsistency;

(b) to provide for uncertificated Notes in addition to or in place of certificated Notes;

(c) to provide for the assumption of the Company's or any Guarantor's obligations to Holders of Notes in the case of a merger or consolidation or sale of all or substantially all of the assets of the Company or of such Guarantor;

(d) to make any change that would provide any additional rights or benefits to the Holders of Notes or that does not adversely affect the legal rights under this Indenture of any such Holder;

(e) to comply with requirements of the SEC in order to effect or maintain the qualification of this Indenture under the Trust Indenture Act;

(f) to comply with the requirements of Section 4.20;

(g) to evidence and provide for the acceptance of appointment by a successor Trustee, or

(h) to provide for the issuance of Additional Notes in accordance with this Indenture.

Upon the request of the Company accompanied by a resolution of its Board of Directors authorizing the execution of any such amended or supplemental Indenture, and upon receipt by the Trustee of the documents described in Section 7.02(b) hereof stating that such amended or supplemental Indenture complies with this Section 9.01, the Trustee shall join with the Company in the execution of any amended or supplemental Indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee shall not be obligated to enter into such amended or supplemental Indenture that affects its own rights, duties or immunities under this Indenture or otherwise.

Section 9.02. With Consent of Holders of Notes. Except as provided below in this Section 9.02, this Indenture (including Sections 3.09, 4.10 and 4.14 hereof), the Notes or the Note Guarantees may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes), and, subject to Sections 6.04 and 6.07 hereof, any existing Default or Event of Default or compliance with any provision of this Indenture or the Notes may be waived with the consent of the Holders of a majority in principal amount of the then outstanding Notes (including, without limitation, consents obtained in connection with a tender offer or exchange offer for, Notes). Without the consent of the Holders of at least 75% in principal amount of the Notes then outstanding voting as a single class (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, the Notes), an amendment or waiver may not amend or modify any of the provisions of this Indenture or the related definitions affecting the subordination or ranking of the Notes or any Note Guarantee in any manner adverse to the holders of the Notes or any Note Guarantee. Section 2.08 hereof shall determine which Notes are considered to be "outstanding" for purposes of this Section 9.02.

Upon the request of the Company accompanied by a resolution of its Board of Directors authorizing the execution of any such amended or supplemental Indenture, and upon the filing with the Trustee of evidence satisfactory to the Trustee of the consent of the Holders of Notes as aforesaid, and upon receipt by the Trustee of the documents described in Section 7.02(b) hereof stating that any such amended or supplemental Indenture complies with this Section 9.02, the Trustee shall join with the Company in the execution of such amended or supplemental Indenture unless such amended or supplemental Indenture directly affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such amended or supplemental Indenture.

It shall not be necessary for the consent of the Holders of Notes under this Section 9.02 to approve the particular form of any proposed amendment or waiver, but it shall be sufficient if such consent approves the substance thereof.

After an amendment, supplement or waiver under this Section 9.02 becomes effective, the Company shall mail to the Holders of Notes affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Company to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amended or supplemental Indenture or waiver.

Subject to Sections 6.04 and 6.07 hereof, the Holders of a majority in aggregate principal amount of the Notes then outstanding voting as a single class may waive compliance in a particular instance by the Company with any provision of this Indenture or the Notes. However, without the consent of each Holder affected, an amendment or waiver under this Section 9.02 may not (with respect to any Notes held by a non-consenting Holder):

(a) reduce the principal amount of Notes whose Holders must consent to an amendment, supplement or waiver;

(b) reduce the principal of or change the fixed maturity of any Note or alter the provisions, or waive any payment, with respect to the redemption of the Notes;

(c) reduce the rate of or change the time for payment of interest on any Note;

(d) waive a Default or Event of Default in the payment of principal of or premium, if any, or interest or Liquidated Damages, if any, on the Notes (except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the Notes and a waiver of the payment default that resulted from such acceleration);

(e) make any Note payable in money other than U.S. dollars;

(f) make any change in the provisions of this Indenture relating to waivers of past Defaults or the rights of Holders of Notes to receive payments of principal of, or interest or premium or Liquidated Damages, if any, on the Notes;

(g) release any Guarantor from any of its obligations under its Note Guarantee of these Notes or this Indenture, except in accordance with the terms of this Indenture;

(h) impair the right to institute suit for the enforcement of any payment on or with respect to the Notes or the Note Guarantees;

(i) amend, change or modify the obligation of the Company to make and consummate an Asset Sale Offer with respect to any Asset Sale in accordance with Section 4.10 after the obligation to make such an Asset Sale Offer has arisen, or the obligation of the Company to make and consummate a Change of Control Offer in the event of a Change of Control in accordance with Section 4.14 after such Change of Control has occurred, including, in each case, amending, changing or modifying any definition relating thereto;

(j) except as otherwise permitted under Section 5.01 and Article 11, consent to the assignment or transfer by the Company or any Guarantor of any of their rights or obligations under this Indenture; or

(k) make any change in Section 6.04 or 6.07 hereof or in the foregoing amendment and waiver provisions.

Section 9.03. Compliance with Trust Indenture Act. Every amendment or supplement to this Indenture or the Notes shall be set forth in a amended or supplemental Indenture that complies with the TIA as then in effect.

Section 9.04. Revocation and Effect of Consents. Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder of a Note is a continuing consent by such Holder of a Note and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent is not made on any Note. However, any such Holder of a Note or subsequent Holder of a Note may revoke the consent as to its Note if the Trustee receives written notice of revocation before the date the waiver, supplement or amendment becomes effective. An amendment, supplement or waiver becomes effective in accordance with its terms and thereafter binds every Holder.

Section 9.05. Notation on or Exchange of Notes. The Trustee may place an appropriate notation about an amendment, supplement or waiver on any Note thereafter authenticated. The Company in exchange for all Notes may issue and the Trustee shall, upon receipt of an Authentication Order, authenticate new Notes that reflect the amendment, supplement or waiver.

Failure to make the appropriate notation or issue a new Note shall not affect the validity and effect of such amendment, supplement or waiver.

Section 9.06. Trustee to Sign Amendments, Etc. The Trustee shall sign any amended or supplemental indenture or Note authorized pursuant to this Article 9 if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. The Company may not sign an amendment or supplemental indenture or Note until the Board of Directors approves it. In executing any amended or supplemental indenture or

Note, the Trustee shall be entitled to receive and (subject to Section 7.01 hereof) shall be fully protected in relying upon, in addition to the documents required by Section 11.04 hereof, an Officer's Certificate and an Opinion of Counsel stating that the execution of such amended or supplemental indenture is authorized or permitted by this Indenture. The Trustee may, but shall not be obligated to, execute any such amendment, supplement or waiver which affects the Trustee's rights, duties or immunities under this Indenture or otherwise. In signing any amendment, supplement or waiver, the Trustee shall be entitled to receive an indemnity reasonably satisfactory to it.

ARTICLE 10

SUBORDINATION

Section 10.01. Agreement to Subordinate. The Company agrees, and each Holder by accepting a Note agrees, that the Indebtedness evidenced by the Notes is subordinated in right of payment, to the extent and in the manner provided in this Article 10, to the prior payment in full in cash or Cash Equivalents of all Senior Debt (whether outstanding on the Issue Date or hereafter created, incurred, assumed or guaranteed), and that the subordination is for the benefit of the holders of Senior Debt.

Section 10.02. Liquidation; Dissolution; Bankruptcy. The holders of Senior Debt of the Company shall be entitled to receive payment in full in cash or Cash Equivalents of all Obligations due in respect of Senior Debt of the Company (including interest after the commencement of any bankruptcy proceeding at the rate specified in the applicable Senior Debt of the Company whether or not an allowed claim) before the Holders of Notes shall be entitled to receive any payment with respect to the Notes (except that Holders of Notes may receive and retain Permitted Junior Securities and payments made from the trust pursuant to Article 8 hereof), in the event of any distribution to creditors of the Company in connection with (a) any liquidation or dissolution of the Company; (b) any bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to the Company or its property; (c) any assignment by the Company for the benefit of its creditors; or (d) any marshaling of the Company's assets and liabilities.

Section 10.03. Default on Designated Senior Debt. The Company shall not make any payment in respect of the Notes (except in Permitted Junior Securities or from the trust pursuant to Article 8 hereof) if:

(a) a payment default on Designated Senior Debt of the Company occurs and is continuing; or

(b) any other default (a "nonpayment default") occurs and is continuing on any series of Designated Senior Debt of the Company that permits holders of that series of Designated Senior Debt of the Company to accelerate its maturity and the Trustee receives a notice of such default (a "Payment Blockage Notice") from the Company or (i) with respect to Designated Senior Debt incurred pursuant to the Credit Agreement, the

agent for the lenders thereunder and (ii) with respect to any other Designated Senior Debt, the holders of such Designated Senior Debt.

(c) Payments on the Notes may and shall be resumed:

(i) in the case of a payment default on Designated Senior Debt of the Company, upon the date on which such default is cured or waived; and

(ii) in case of a nonpayment default on Designated Senior Debt of the Company, the earlier of the date on which such default is cured or waived or 179 days after the date on which the applicable Payment Blockage Notice is received, unless the maturity of such Designated Senior Debt of the Company has been accelerated.

(d) No new Payment Blockage Notice may be delivered unless and until:

(i) 360 days have elapsed since the delivery of the immediately prior Payment Blockage Notice; and

(ii) all scheduled payments of principal, interest and premium and Liquidated Damages, if any, on the Notes that have come due have been paid in full in cash.

(e) No nonpayment default that existed or was continuing on the date of delivery of any Payment Blockage Notice to the Trustee shall be, or be made, the basis for a subsequent Payment Blockage Notice.

Section 10.04. Acceleration of Securities. If payment of the Notes is accelerated because of an Event of Default, the Company and the Trustee shall promptly notify holders of Senior Debt of the acceleration.

Section 10.05. When Distribution Must Be Paid Over. In the event that the Trustee or any Holder receives any payment of any Obligations with respect to the Notes (except in Permitted Junior Securities or from the trust pursuant to Article 8 hereof) at a time when the payment is prohibited by this Article and the Trustee or such Holder, as applicable, has actual knowledge that such payment is prohibited by Article 10 hereof, such payment shall be held by the Trustee or such Holder, as applicable, in trust for the benefit of the holders of the Senior Debt of the Company, upon written request of the holders of the Senior Debt of the Company shall be paid forthwith over and delivered, to the holders of Senior Debt as their interests may appear or their proper Representative, for application to the payment of all Obligations with respect to Senior Debt remaining unpaid to the extent necessary to pay such Obligations in full in accordance with their terms, after giving effect to any concurrent payment or distribution to or for the holders of Senior Debt.

With respect to the holders of Senior Debt, the Trustee undertakes to perform only such obligations on the part of the Trustee as are specifically set forth in this Article 10, and no implied covenants or obligations with respect to the holders of Senior Debt shall be read into this Indenture against the Trustee. The Trustee shall not be deemed to owe any fiduciary duty to the

holders of Senior Debt, and shall not be liable to any such holders if the Trustee shall pay over or distribute to or on behalf of Holders or the Company or any other Person money or assets to which any holders of Senior Debt shall be entitled by virtue of this Article 10, except if such payment is made as a result of the willful misconduct or gross negligence of the Trustee.

Section 10.06. Notice by the Company. The Company shall promptly notify the Trustee and the Paying Agent in writing of any facts known to the Company that would cause a payment of any Obligations with respect to the Notes to violate this Article 10, but failure to give such notice shall not affect the subordination of the Notes to the Senior Debt as provided in this Article 10.

Section 10.07. Subrogation. After all Senior Debt is paid in full and until the Notes are paid in full, Holders of Notes shall be subrogated (equally and ratably with all other Indebtedness pari passu with the Notes) to the rights of holders of Senior Debt to receive distributions applicable to Senior Debt to the extent that distributions otherwise payable to the Holders of Notes have been applied to the payment of Senior Debt. A distribution made under this Article 10 to holders of Senior Debt that otherwise would have been made to Holders of Notes is not, as between the Company and Holders, a payment by the Company on the Notes.

Section 10.08. Relative Rights. This Article 10 defines the relative rights of Holders of Notes and holders of Senior Debt. Nothing in this Indenture shall:

(a) impair, as between the Company and Holders of Notes, the obligation of the Company, which is absolute and unconditional, to pay principal of and interest on the Notes in accordance with their terms;

(b) affect the relative rights of Holders of Notes and creditors of the Company other than their rights in relation to holders of Senior Debt; or

(c) prevent the Trustee or any Holder of Notes from exercising its available remedies upon a Default or Event of Default, subject to the rights of holders and owners of Senior Debt to receive distributions and payments otherwise payable to Holders of Notes.

If the Company fails because of this Article 10 to pay principal of or interest on a Note on the due date, the failure is still a Default or Event of Default.

Section 10.09. Subordination May Not Be Impaired by the Company. No right of any holder of Senior Debt to enforce the subordination of the Indebtedness evidenced by the Notes shall be impaired by any act or failure to act by the Company or any Holder or by the failure of the Company or any Holder to comply with this Indenture.

Section 10.10. Distribution or Notice to Representative. Whenever a distribution is to be made or a notice given to holders of Senior Debt, the distribution may be made and the notice given to their Representative.

Upon any payment or distribution of assets of the Company referred to in this Article 10, the Trustee and the Holders of Notes shall be entitled to rely upon any order or decree

made by any court of competent jurisdiction or upon any certificate of such Representative or of the liquidating trustee or agent or other Person making any distribution to the Trustee or to the Holders of Notes for the purpose of ascertaining the Persons entitled to participate in such distribution, the holders of the Senior Debt and other Indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article 10.

Section 10.11. Rights of Trustee and Paying Agent. Notwithstanding this Article 10 or any other provision of this Indenture, the Trustee shall not be charged with knowledge of the existence of any facts that would prohibit the making of any payment or distribution by the Trustee, and the Trustee and the Paying Agent may continue to make payments on the Notes, unless the Trustee shall have received at its Corporate Trust Office at least five Business Days prior to the date of such payment written notice of facts that would cause the payment of any Obligations with respect to the Notes to violate this Article 10. Only the Company or a Representative may give the notice. Nothing in this Article 10 shall impair the claims of, or payments to, the Trustee under or pursuant to Section 7.07 hereof.

The Trustee in its individual or any other capacity may hold Senior Debt with the same rights it would have if it were not Trustee. Any Agent may do the same with like rights.

Section 10.12. Authorization to Effect Subordination. Each Holder of Notes, by the Holder's acceptance thereof, authorizes and directs the Trustee on such Holder's behalf to take such action as may be necessary or appropriate to effectuate the subordination as provided in this Article 10, and appoints the Trustee to act as such Holder's attorney-in-fact for any and all such purposes. If the Trustee does not file a proper proof of claim or proof of debt in the form required in any proceeding referred to in Section 6.09 hereof at least 30 days before the expiration of the time to file such claim, the lenders under the Credit Agreement are hereby authorized to file an appropriate claim for and on behalf of the Holders of the Notes.

ARTICLE 11

NOTE GUARANTEES

Section 11.01. Guarantee. Subject to this Article 11 each of the Guarantors hereby, jointly and severally, unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Indenture, the Notes or the obligations of the Company hereunder or thereunder, that:

(a) (i) the principal of and interest on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful (subject in all cases to any applicable grace period provided herein), and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations,

that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

(b) The Guarantors hereby agree that their obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or this Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to this Indenture, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Guarantor. Subject to Section 6.06 hereof and to the extent permitted by applicable law, each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenant that this Note Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and this Indenture.

(c) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantors or any custodian, trustee, liquidator or other similar official acting in relation to either the Company or the Guarantors, any amount paid by either to the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(d) Each Guarantor agrees that it shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby. Each Guarantor further agrees that, as between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 hereof for the purposes of this Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6 hereof, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Note Guarantee. The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Note Guarantee.

Section 11.02. Subordination of Note Guarantee. The Obligations of each Guarantor under its Note Guarantee pursuant to this Article 11 shall be subordinated to the Guarantee of any Senior Debt of such Guarantor on the same basis as the Notes are subordinated to Senior Debt of the Company. For the purposes of the foregoing sentence, the Trustee and the Holders shall have the right to receive and/or retain payments by any of the Guarantors only at such times as they may receive and/or retain payments in respect of the Notes pursuant to this Indenture, including Article 10 hereof.

Section 11.03. Limitation on Guarantor Liability. Each Guarantor, and by its acceptance of Notes, each Holder, hereby confirms that it is the intention of all such parties that the Note Guarantee of such Guarantor not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to any Note Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and the Guarantors hereby irrevocably agree that the obligations of such Guarantor shall, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Article 11, result in the obligations of such Guarantor under its Note Guarantee not constituting a fraudulent transfer or conveyance.

Section 11.04. Execution and Delivery of Note Guarantee. To evidence its Note Guarantee set forth in Section 11.01, each Guarantor hereby agrees that a notation of such Note Guarantee substantially in the form included in Exhibit D attached hereto shall be endorsed by an Officer of such Guarantor on each Note authenticated and delivered by the Trustee and that this Indenture shall be executed on behalf of such Guarantor by its President or one of its Vice Presidents.

Each Guarantor hereby agrees that its Note Guarantee set forth in Section 11.01 shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Note Guarantee.

If an Officer whose signature is on this Indenture or on the Note Guarantee no longer holds that office at the time the Trustee authenticates the Note on which a Note Guarantee is endorsed, the Note Guarantee shall be valid nevertheless.

The delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the Note Guarantee set forth in this Indenture on behalf of the Guarantors.

Section 11.05. Releases Following Sale of Assets. Any Guarantor shall be released and relieved of any obligations under its Note Guarantee, (a) in connection with any sale of all of the Capital Stock of that Guarantor (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) an Affiliate of the Company, if the sale of all of such Capital Stock of that Guarantor complies with Section 4.10 hereof, including the application of the Net Proceeds therefrom; (b) if the Company designated such Subsidiary Guarantor as an Unrestricted Subsidiary in accordance with this Indenture; or (c) solely in the case of a Note Guarantee created pursuant to Section 4.20(a), upon the release or discharge of the Guarantee which resulted in the creation of such Note Guarantee pursuant to Section 4.20, except a discharge or release by or as a result of payment under such Guarantee.

Any Guarantor not released from its obligations under its Note Guarantee shall remain liable for the full amount of principal of and interest on the Notes and for the other obligations of any Guarantor under this Indenture as provided in this Article Eleven.

Section 11.06. Additional Guarantors. The Company covenants and agrees that it shall cause any Person which becomes obligated to become a Guarantor, pursuant to the terms of Section 4.20, to execute a supplemental indenture substantially in the form of Exhibit E hereto and any other documentation requested by the Trustee satisfactory in form to the Trustee in accordance with Section 4.20 pursuant to which such Restricted Subsidiary shall guarantee the obligations of the Company under the Notes and this Indenture in accordance with this Article Eleven with the same effect and to the same extent as if such Person had been named herein as a Subsidiary Guarantor.

Section 11.07. Notation Not Required. Neither the Company nor the Guarantors shall be required to make a notation on the Notes to reflect any Note Guarantee or any release, termination or discharge thereof.

Section 11.08. Successors and Assigns. This Article Eleven shall be binding upon the Guarantors and each of their successors and assigns and shall inure to the benefit of the successors and assigns of the Trustee and the Holders and, in the event of any transfer or assignment of rights by any Holder or the Trustee, the rights and privileges conferred upon that party in this Indenture and in the Notes shall automatically extend to and be vested in such transferee or assigns, all subject to the terms and conditions of this Indenture.

Except as set forth in Article 4 and 5 hereof, and notwithstanding the provisions of this Section, nothing contained in this Indenture shall prevent any consolidation or merger of a Guarantor with or into the Company or another Guarantor, or will prevent the sale or conveyance of the property of a Guarantor as an entirety or substantially as an entirety to the Company or another Guarantor.

Section 11.09. No Waiver. Neither a failure nor a delay on the part of either the Trustee or the Holders in exercising any right, power or privilege under this Article Eleven shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of the Trustee and the Holders herein expressly specified are cumulative and are not exclusive of any other rights, remedies or benefits which either may have under this Article Eleven at law, in equity, by statute or otherwise.

Section 11.10. Modification. No modification, amendment or waiver of any provision of this Article Eleven, nor the consent to any departure by the Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Trustee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other or further notice or demand in the same, similar or other circumstance.

ARTICLE 12

MISCELLANEOUS

Section 12.01. Trust Indenture Act Controls. This Indenture is subject to the provisions of the TIA that are required to be a part of this Indenture, and shall, to the extent applicable, be governed by such provisions. If any provision of this Indenture modifies any TIA provision that may be so modified, such TIA provision shall be deemed to apply to this Indenture as so modified. If any provision of this Indenture excludes any TIA provision that may be so excluded, such TIA provision shall be excluded from this Indenture.

The provisions of TIA ss. 310 through 317 that impose duties on any Person (including the provisions automatically deemed included unless expressly excluded by this Indenture) are a part of and govern this Indenture, whether or not physically contained herein.

Section 12.02. Notices. Any notice or communication by the Company, any Guarantor or the Trustee to the others is duly given if in writing and delivered in Person or mailed by first class mail (registered or certified, return receipt requested), telex, telecopier or overnight air courier guaranteeing next day delivery, to the others' address.

If to the Company and/or any Guarantor:

Rayovac Corporation
6 Concourse Parkway, Suite 3300
Atlanta, GA 30328
Facsimile: 770-829-6298
Attention: General Counsel

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Beacon Street
Boston, Massachusetts 02108-3194
Facsimile: 617-573-4822
Attention: Margaret Brown

If to the Trustee:

U.S. Bank National Association
60 Livingston Avenue
St. Paul, MN 55107-2292
Facsimile: 651- 495-8097
Attention: Corporate Trust Department

The Company, any Guarantor or the Trustee, by notice to the others may designate additional or different addresses for subsequent notices or communications.

All notices and communications (other than those sent to Holders) shall be deemed to have been duly given: (i) at the time delivered by hand, if personally delivered; (ii) five Business Days after being deposited in the mail, postage prepaid, if mailed; (iii) when answered back, (iv) if telexed; when receipt acknowledged, if telecopied; and (v) the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery.

Any notice or communication to a Holder shall be mailed by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery to its address shown on the register kept by the Registrar. Any notice or communication shall also be so mailed to any Person described in TIA ss. 313(c), to the extent required by the TIA. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

If a notice or communication is mailed in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

If the Company mails a notice or communication to Holders, it shall mail a copy to the Trustee and each Agent at the same time.

Section 12.03. Communication by Holders of Notes with Other Holders of Notes. Holders may communicate pursuant to TIA ss. 312(b) with other Holders with respect to their rights under this Indenture or the Notes. The Company, the Trustee, the Registrar and anyone else shall have the protection of TIA ss. 312(c).

Section 12.04. Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Company to the Trustee to take any action under this Indenture (other than in connection with the Exchange Offer contemplated by Section 2.06(f) or under Section 2.02 hereof unless required by the TIA), the Company shall furnish to the Trustee:

(a) an Officers' Certificate in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 12.05 hereof) stating that, in the opinion of the signers, all conditions precedent and covenants, if any, provided for in this Indenture relating to the proposed action have been satisfied;

(b) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 12.05 hereof) stating that, in the opinion of such counsel, all such conditions precedent and covenants have been satisfied; and

(c) where applicable, a certificate or opinion by an independent certified public accountant satisfactory to the Trustee that complies with TIA ss. 314(c)(3).

Section 12.05. Statements Required in Certificate or Opinion. Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to TIA ss. 314(a)(4)) shall comply with the provisions of TIA ss. 314(e) and shall include:

(a) a statement that the Person making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been satisfied; and

(d) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been satisfied.

Section 12.06. Rules by Trustee and Agents. The Trustee may make reasonable rules for action by or at a meeting of Holders. The Registrar or Paying Agent may make reasonable rules and set reasonable requirements for its functions.

Section 12.07. No Personal Liability of Directors, Officers, Employees and Stockholders. No director, officer, employee, agent, manager, member, incorporator, stockholder or other equityholder of the Company or any Guarantor, as such, shall have any liability for any obligations of the Company or the Guarantors under the Notes, the Exchange Notes, the Note Guarantees, this Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws.

Section 12.08. Governing Law. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS INDENTURE, THE NOTES AND THE NOTE GUARANTEES.

Section 12.09. No Adverse Interpretation of Other Agreements. This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Company or its Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture. All agreements of each Guarantor in this Indenture shall bind its successors.

Section 12.10. Successors. All agreements of the Company in this Indenture and the Notes shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successors. All agreements of each Guarantor in this Indenture shall bind its successors.

Section 12.11. Severability. In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 12.12. Counterpart Originals. The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

Section 12.13. Table of Contents, Headings, Etc. The Table of Contents, Cross-Reference Table and Headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Indenture as of February 7, 2005.

RAYOVAC CORPORATION

By: /s/ James T. Lucke

Name: James T. Lucke
Title: Secretary

ROV Holding, Inc.

By: /s/ James T. Lucke

Name: James T. Lucke
Title: Secretary

Rovcal, Inc.

By: /s/ James T. Lucke

Name: James T. Lucke
Title: Secretary

UNITED INDUSTRIES CORPORATION

By: /s/ Daniel J. Johnston

Name: Daniel J. Johnston
Title: Executive Vice President and Chief Financial Officer

SCHULTZ COMPANY

By: /s/ Daniel J. Johnston

Name: Daniel J. Johnston
Title: Vice President and Treasurer

WPC BRANDS, INC.

By: /s/ Daniel J. Johnston

Name: Daniel J. Johnston
Title: Vice President and Treasurer

SYLORR PLANT CORP.

By: /s/ Daniel J. Johnston

Name: Daniel J. Johnston
Title: Vice President and Treasurer

GROUND ZERO, INC.

By: /s/ Daniel J. Johnston

Name: Daniel J. Johnston
Title: Vice President and Treasurer

NU-GRO US HOLDCO CORPORATION

By: /s/ Daniel J. Johnston

Name: Daniel J. Johnston
Title: Vice President and Treasurer

NU-GRO AMERICA CORP.

By: /s/ Daniel J. Johnston

Name: Daniel J. Johnston
Title: Vice President and Treasurer

IB NITROGEN INC.

By: /s/ Daniel J. Johnston

Name: Daniel J. Johnston
Title: Vice President and Treasurer

NU-GRO TECHNOLOGIES, INC.

By: /s/ Daniel J. Johnston

Name: Daniel J. Johnston
Title: Vice President and Treasurer

UNITED PET GROUP, INC.

By: /s/ Daniel J. Johnston

Name: Daniel J. Johnston
Title: Vice President and Treasurer

DB ONLINE, LLC

By: /s/ Daniel J. Johnston

Name: Daniel J. Johnston
Title: Vice President and Treasurer

SOUTHERN CALIFORNIA FOAM, INC.

By: /s/ Daniel J. Johnston

Name: Daniel J. Johnston
Title: Vice President and Treasurer

AQ HOLDINGS, INC.

By: /s/ Daniel J. Johnston

Name: Daniel J. Johnston
Title: Vice President and Treasurer

AQUARIA, INC.

By: /s/ Daniel J. Johnston

Name: Daniel J. Johnston
Title: Vice President and Treasurer

PERFECTO HOLDING CORP.

By: /s/ Daniel J. Johnston

Name: Daniel J. Johnston
Title: Vice President and Treasurer

AQUARIUM SYSTEMS, INC.

By: /s/ Daniel J. Johnston

Name: Daniel J. Johnston
Title: Vice President and Treasurer

PERFECTO MANUFACTURING, INC.

By: /s/ Daniel J. Johnston

Name: Daniel J. Johnston
Title: Vice President and Treasurer

JUNGLE TALK INTERNATIONAL, INC.

By: /s/ Daniel J. Johnston

Name: Daniel J. Johnston
Title: Vice President and Treasurer

PETS `N PEOPLE, INC.

By: /s/ Daniel J. Johnston

Name: Daniel J. Johnston
Title: Vice President and Treasurer

U.S. BANK NATIONAL
ASSOCIATION, as trustee

By: /s/ Richard H. Prokosch

Name: Richard H. Prokosch
Title: Vice President

EXHIBIT A

FORM OF NOTE

[Face of Note]

[THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.06 OF THE INDENTURE, (II) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.06(a) OF THE INDENTURE, (III) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.12 OF THE INDENTURE AND (IV) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE COMPANY.

THIS NOTE AND THE GUARANTEES ENDORSED HEREON HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE OR FOREIGN SECURITIES LAWS. NEITHER THIS NOTE NOR THE GUARANTEES ENDORSED HEREON NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE HOLDER OF THIS NOTE AND THE GUARANTEES ENDORSED HEREON BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE WHICH IS TWO YEARS AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS NOTE AND THE GUARANTEES ENDORSED HEREON (OR ANY PREDECESSOR OF THIS NOTE AND THE GUARANTEES ENDORSED HEREON OF THIS NOTE) (THE "RESALE RESTRICTION TERMINATION DATE") ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE NOTES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND

SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER (i) PURSUANT TO CLAUSE (D) PRIOR TO THE END OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT OR PURSUANT TO CLAUSE (E) PRIOR TO THE RESALE RESTRICTION TERMINATION DATE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND (ii) IN EACH OF THE FOREGOING CASES, TO REQUIRE THAT A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THIS NOTE IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRANSFER AGENT. THIS LEGEND SHALL BE REMOVED UPON THE REQUEST OF A HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.]

[If Temporary Regulation S Global Note- THE NOTE IS A TEMPORARY REGULATION S GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE REFERRED TO HEREINAFTER. EXCEPT IN THE CIRCUMSTANCES DESCRIBED IN SECTION 2.06 OF THE INDENTURE, NO TRANSFER OR EXCHANGE OF AN INTEREST IN THIS TEMPORARY GLOBAL NOTE MAY BE MADE FOR AN INTEREST IN THE RESTRICTED GLOBAL NOTE. NO EXCHANGE OF AN INTEREST IN THIS TEMPORARY REGULATION S GLOBAL NOTE MAY BE MADE FOR AN INTEREST IN THE PERMANENT REGULATION S GLOBAL NOTE EXCEPT (A) ON OR AFTER THE TERMINATION OF THE DISTRIBUTION COMPLIANCE PERIOD (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT")) AND (B) UPON DELIVERY OF THE OWNER SECURITIES CERTIFICATION AND THE TRANSFEREE SECURITIES CERTIFICATION RELATING TO SUCH INTEREST IN ACCORDANCE WITH THE TERMS OF THE INDENTURE.

UNTIL 40 DAYS AFTER THE COMMENCEMENT OF THE OFFERING OF THE NOTES, AN OFFER OR SALE OF THE NOTES WITHIN THE UNITED STATES BY A DEALER (AS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED) MAY VIOLATE THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED IF SUCH OFFER OR SALE IS MADE OTHERWISE THAN IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT OF 1933, AS AMENDED.]

[If Restricted Global Note - CUSIP Number 755081 AE6/ISIN Number US755081AE62]

[If Temporary Regulation S Global Note or Regulation S Global Note - CUSIP Number U75320 AB4/ISIN Number USU75320AB47]

No. ---

$_________

RAYOVAC CORPORATION

7 3/8% Senior Subordinated Notes due 2015

Rayovac Corporation (the "Company"), for value received, promises to pay to CEDE & Co., or its registered assigns, the principal sum of [Amount of Note] $______________ Dollars on February 1, 2015.

Interest Payment Dates: February 1 and August 1 of each year, starting on August 1, 2005.

Record Dates: January 15 and July 15.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

IN WITNESS WHEREOF, the Company has caused this Note to be signed manually or by facsimile by its duly authorized officers.

RAYOVAC CORPORATION

By:

Name:
Title:

(Trustee's Certificate of Authentication)

This is one of the 7 3/8% Senior Subordinated Notes due 2015 referred to in the within-mentioned Indenture.

Dated:

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By:

Authorized Signatory

[Reverse Side of Note]

RAYOVAC CORPORATION

7 3/8% Senior Subordinated Notes due 2015

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. Interest. The Company promises to pay interest on the principal amount and premium, if any, of this Note at 7 3/8% per annum from the date hereof until Maturity and shall pay the Liquidated Damages, if any, payable pursuant to Section 5 of the Registration Rights Agreement referred to below. The Company shall pay interest and Liquidated Damages, if any, semi-annually on February 1 and August 1 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each an "Interest Payment Date"). Interest on the Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of issuance; provided that if there is no existing Default in the payment of interest, and if this Note is authenticated between a Record Date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date; provided further that the first Interest Payment Date shall be August 1, 2005. The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, from time to time on demand at a rate that is 1% per annum in excess of the rate then in effect; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest and Liquidated Damages (without regard to any applicable grace periods) from time to time on demand at the same rate to the extent lawful. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

2. Method of Payment. The Company shall pay interest on the Notes (except defaulted interest) and Liquidated Damages, if any, to the Persons who are registered Holders of Notes at the close of business on the Record Date immediately preceding the Interest Payment Date, even if such Notes are canceled after such Record Date and on or before such Interest Payment Date, except as provided in Section 2.13 of the Indenture with respect to defaulted interest. The Notes shall be payable as to principal, premium, if any, and Liquidated Damages, if any, and interest at the office or agency of the Company maintained for such purpose within or without the City and State of New York, or, at the option of the Company, payment of interest and Liquidated Damages, if any, may be made by check mailed to the Holders at their addresses set forth in the register of Holders, and provided that payment by wire transfer of immediately available funds shall be required with respect to principal of and interest, premium and Liquidated Damages on, all Global Notes and all other Notes the Holders of which shall have provided wire transfer instructions to the Company or the Paying Agent. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3. Paying Agent and Registrar. Initially, U.S. Bank National Association, the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Company may change any Paying Agent or Registrar without notice to any Holder. The Company or any of its Subsidiaries may act in any such capacity.

4. Indenture. The Company issued the Notes under an Indenture dated as of February 7, 2005 (the "Indenture") among the Company, the Guarantors and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended. The Notes are subject to all such terms, and Holders are referred to the Indenture and such Act for a statement of such terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. The Indenture pursuant to which this Note is issued provides that an unlimited aggregate principal amount of Additional Notes may be issued thereunder.

5. Optional Redemption. (a) Except as set forth in paragraph 5 (b) below, the Notes shall not be redeemable at the Company's option prior to February 1, 2010. Thereafter, the Company may redeem all or a part of these Notes, upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest and Liquidated Damages, if any, thereon to the applicable redemption date, if redeemed during the twelve-month period beginning on February 1 of the years indicated below:

Year	Percentage
2010	103.688%
2011	102.458%
2012	101.229%
2013 and thereafter	100.000%

(b) At any time prior to February 1, 2008, the Company may on one or more occasions redeem up to 35% of the aggregate principal amount of Notes at a redemption price of 107.375% of the principal amount thereof, plus accrued and unpaid interest and Liquidated Damages thereon, if any, to the redemption date, with the net cash proceeds of one or more Equity Offerings of the Company; provided that at least 65% of the aggregate principal amount of Notes remains outstanding immediately after the occurrence of such redemption (excluding Notes held by the Company or its Subsidiaries); and such redemption shall occur within 45 days of the date of the closing of such Equity Offering.

6. Repurchase at Option of Holder. (a) If a Change of Control occurs, each Holder of Notes shall have the right to require the Company to repurchase all or any part (equal to $1,000 or an integral multiple thereof) of such Holder's Notes pursuant to the offer described below (the "Change of Control Offer") at an offer price in cash equal to 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest and Liquidated Damages, if any, thereon to the date of purchase (the "Change of Control Payment"). Within 30 days following any Change of Control, the Company shall mail a notice to each Holder describing the transaction or transactions that constitute the Change of Control and which shall

be no earlier than 30 days and no later than 60 days from the date such notice is mailed (the "Change of Control Payment Date"), pursuant to the procedures required by the Indenture and described in such notice;

(b) Within 360 days after the receipt of any Net Proceeds from an Asset Sale, the Company may apply such Net Proceeds at its option: (i) to repay Senior Debt and, if the Senior Debt being repaid is revolving credit Indebtedness, to correspondingly reduce commitments with respect thereto; or (ii) to purchase Replacement Assets or make a capital expenditure in or that is used or useful in a Permitted Business. Pending the final applications of any such Net Proceeds, the Company may temporarily reduce revolving credit borrowings or otherwise invest such Net Proceeds in any manner that is not prohibited by the Indenture. Any Net Proceeds from Asset Sales that are not applied or invested as provided in the preceding paragraph will constitute "Excess Proceeds." Within 10 days after the aggregate amount of Excess Proceeds exceeds $20.0 million, the Company will make an offer (an "Asset Sale Offer") to all Holders of Notes and all holders of other Indebtedness that is pari passu with the Notes or any Note Guarantee containing provisions similar to those set forth in the Indenture with respect to offers to purchase with the proceeds of sales of assets to purchase the maximum principal amount of Notes and such other pari passu Indebtedness that may be purchased out of the Excess Proceeds at an offer price in cash equal to 100% of the principal amount thereof of the Notes and such other pari passu Indebtedness plus accrued and unpaid interest and Liquidated Damages, if any, to the date of purchase, and will be payable in cash. If any Excess Proceeds remain after consummation of an Asset Sale Offer, the Company may use such Excess Proceeds for any purpose not otherwise prohibited by the Indenture. If the aggregate principal amount of Notes and such other pari passu Indebtedness tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the Notes and such other pari passu Indebtedness to be purchased on a pro rata basis based on the principal amount of Notes and such other pari passu Indebtedness tendered. Upon completion of each Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero.

7. Selection and Notice of Redemption If less than all of the Notes are to be redeemed or purchased in an offer to purchase at any time, the Trustee shall select the Notes to be redeemed or purchased among the Holders in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed, or, if the Notes are not so listed, on a pro rata basis, by lot or in accordance with any other method the Trustee shall deem fair and appropriate. At least 30 days but not more than 60 days before a redemption date, the Company shall mail or cause to be mailed, by first class mail, a notice of redemption to each Holder whose Notes are to be redeemed at its registered address. The notice shall identify the Notes to be redeemed and shall state:(i) the redemption date; (ii) the redemption price; (iii) if any Note is being redeemed in part, the portion of the principal amount of such Note to be redeemed and that, after the redemption date upon surrender of such Note, a new Note or Notes in principal amount equal to the unredeemed portion of the original Note shall be issued in the name of the Holder thereof upon cancellation of the original Note; (iv) the name and address of the Paying Agent; (v) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price and become due on the date fixed for redemption; (vi) that, unless the Company defaults in making such redemption payment, interest on Notes called for redemption ceases to accrue on and after the redemption date; (vii) the paragraph of the Notes and/or Section of the Indenture pursuant to which the Notes called for redemption are being redeemed; and

(viii) that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice or printed on the Notes.

8. Denominations, Transfer, Exchange. The Notes are in registered form without coupons in denominations of $1,000 and integral multiples of $1,000. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company need not exchange or register the transfer of any Note or portion of a Note selected for redemption, except for the unredeemed portion of any Note being redeemed in part. Also, the Company need not exchange or register the transfer of any Notes for a period of 15 days before a selection of Notes to be redeemed or during the period between a record date and the corresponding Interest Payment Date.

9. Persons Deemed Owners. The registered Holder of a Note will be treated as its owner for all purposes.

10. Amendment, Supplement and Waiver. Subject to certain exceptions, the Indenture, the Note Guarantees, or the Notes may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of the then outstanding Notes and Additional Notes, if any, voting as a single class, and any existing default or compliance with any provision of the Indenture, the Note Guarantees, or the Notes may be waived with the consent of the Holders of a majority in principal amount of the then outstanding Notes, if any, voting as a single class. Without the consent of the Holders of at least 75% in principal amount of the Notes then outstanding voting as a single class (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, the Notes), an amendment or waiver may not amend or modify any of the provisions of the Indenture or the related definitions affecting the subordination or ranking of the Notes or any Note Guarantee in any manner adverse to the holders of the Notes or any Note Guarantee. Without the consent of any Holder of a Note, the Indenture, the Note Guarantees, or the Notes may be amended or supplemented to cure any ambiguity, defect or inconsistency, to provide for uncertificated Notes in addition to or in place of certificated Notes, to provide for the assumption of the Company's obligations to Holders of the Notes in case of a merger or consolidation or sale of all or substantially all of the assets of the Company, to make any change that would provide any additional rights or benefits to the Holders of the Notes or that does not adversely affect the legal rights under the Indenture of any such Holder, to comply with the requirements of the SEC in order to effect or maintain the qualification of the Indenture under the Trust Indenture Act or to allow any Subsidiary to guarantee the Notes, to provide for the issuance of Additional Notes in accordance with the limitations set forth in the Indenture, or to allow any Guarantor to execute a supplemental indenture to the Indenture with respect to the Notes.

11. Defaults and Remedies. In the case of an Event of Default arising from certain events of bankruptcy or insolvency, with respect to the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary, all outstanding Notes will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the Notes may

declare all the Notes to be due and payable immediately by notice in writing to the Company specifying the Event of Default. Holders of the Notes may not enforce the Indenture or the Notes except as provided in the Indenture. Subject to certain limitations, Holders of a majority in principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of the Notes notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal, premium, if any, or interest) if it determines that withholding notice is in their interest. The Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default or Event of Default and its consequences under the Indenture except a continuing Default or Event of Default in the payment of interest, premium or Liquidated Damages on, or the principal of, the Notes.

In the case of any Event of Default occurring by reason of any willful action or inaction taken or not taken by or on behalf of the Company with the intention of avoiding payment of the premium that the Company would have had to pay if the Company then had elected to redeem the Notes pursuant to Section 3.07 of the Indenture concerning optional redemption, an equivalent premium shall also become and be immediately due and payable to the extent permitted by law upon the acceleration of the Notes.

12. Trustee Dealings with Company. The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its Affiliates, and may otherwise deal with the Company or its Affiliates, as if it were not the Trustee.

13. No Recourse Against Others. No past, present or future director, officer, employee, incorporator, stockholder or agent of the Company or any Guarantor, as such, shall have any liability for any obligations of the Company or any Guarantor under the Notes, any Note Guarantees, the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws.

14. Authentication. This Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

15. Additional Rights of Holders of Restricted Global Notes and Restricted Certificated Notes. In addition to the rights provided to Holders of Notes under the Indenture, Holders of Restricted Global Notes and Restricted Definitive Notes shall have all the rights set forth in the Registration Rights Agreement, dated as of February 7, 2005, among the Company, the Guarantors and the parties named on the signature pages thereof or, in the case of Additional Notes, Holders of Restricted Global Notes and Restricted Definitive Notes shall have the rights set forth in one or more registration rights agreements, if any, among the Company, the Guarantors and the other parties thereto, relating to rights given by the Company to the purchasers of Additional Notes (collectively, the "Registration Rights Agreement").

16. CUSIP Numbers. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the Notes and the Trustee may use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Company shall furnish to any Holder upon written request and without charge a copy of the Indenture and/or the Registration Rights Agreement. Requests may be made to:

If to the Company and/or any Guarantor:

Rayovac Corporation
6 Concourse Parkway, Suite 3300
Atlanta, GA 30328
Facsimile: 770-829-6298
Attention: General Counsel

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Beacon Street
Boston, Massachusetts 02108-3194
Facsimile: 617-573-4822
Attention: Margaret Brown

ASSIGNMENT FORM

To assign this Note, fill in the form below: (I) or (we) assign and transfer this Note to

- ---
- ---

(Insert assignee's legal name)

- ---
- ---

(Insert assignee's soc. sec. or tax I.D. no.)

- ---
- ---
- ---

(Print or type assignee's name, address and zip code)

- ---

and irrevocably appoint ____
to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date: _______________

Your Signature:_______________________
(Sign exactly as your name appears on the face of this Note)

Signature Guarantee.*

* Participant is recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to Section 4.10 or 4.14 of the Indenture, check the box below:

[ ] Section 4.10   [ ] Section 4.14

If you want to elect to have only part of the Note purchased by the Company pursuant to Section 4.10 or Section 4.14 of the Indenture, state the amount you elect to have purchased: $________

Date: _______________

Your Signature: ------------------

(Sign exactly as your name appears on the Note)

Tax Identification No:________

Signature Guarantee.*

* Participant is recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF GLOBAL NOTE

The following exchanges of a part of this Global Note for an interest in another Global Note or of another Global Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of Decrease in Principal of this Global Note	Amount of Increase in Principal of this Global Note	Principal Amount of this Global Note Following such decrease (or increase)	Signature of Authorized Officer of Trustee or Note Custodian

EXHIBIT B

FORM OF CERTIFICATE OF TRANSFER

Re: 7 3/8% Senior Subordinated Notes due 2015

Reference is hereby made to the Indenture, dated as of February 7, 2005 (the "Indenture"), between Rayovac Corporation, as issuer (the "Company"), the Guarantors, as defined therein (the "Guarantors") and U.S. Bank National Association, as trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

______________, (the "Transferor") owns and proposes to transfer the Note[s] or interest in such Note[s] specified in Annex A hereto, in the principal amount of $___________ in such Note[s] or interests (the "Transfer"), to __________ (the "Transferee"), as further specified in Annex A hereto. In connection with the Transfer, the Transferor hereby certifies that:

[CHECK ALL THAT APPLY]

[ ] 1. CHECK IF TRANSFEREE SHALL TAKE DELIVERY OF A BENEFICIAL INTEREST IN THE 144A GLOBAL NOTE OR A CERTIFICATED NOTE PURSUANT TO RULE 144A. The Transfer is being effected pursuant to and in accordance with Rule 144A under the United States Securities Act of 1933, as amended (the "Securities Act"), and, accordingly, the Transferor hereby further certifies that the beneficial interest or Certificated Note is being transferred to a Person that the Transferor reasonably believed and believes is purchasing the beneficial interest or Certificated Note for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and such Transfer is in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Certificated Note shall be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the 144A Global Note and/or the Certificated Note and in the Indenture and the Securities Act.

[ ] 2. CHECK IF TRANSFEREE SHALL TAKE DELIVERY OF A BENEFICIAL INTEREST IN THE REGULATION S GLOBAL NOTE OR A CERTIFICATED NOTE PURSUANT TO REGULATION S. The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and, accordingly, the Transferor hereby further certifies that (a) the Transfer is not being made to a person in the United States and (x) at the time the buy order was originated, the Transferee was outside the United States or such Transferor and any Person acting on its behalf reasonably believed and believes that the Transferee was outside the United States or (y) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither such Transferor nor any Person acting on its behalf knows that the transaction was prearranged with a buyer in the United States, (b) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S under the Securities Act, (c) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act and (d) if the proposed transfer is being made prior to the expiration of the Restricted Period, the transfer is not being made to a U.S. Person or for the account or benefit of a

U.S. Person (other than an Initial Purchaser). Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Certificated Note shall be subject to the restrictions on Transfer enumerated in the Private Placement Legend printed on the Regulation S Global Note and/or the Certificated Note and in the Indenture and the Securities Act.

[ ] 3. CHECK AND COMPLETE IF TRANSFEREE SHALL TAKE DELIVERY OF A BENEFICIAL INTEREST IN A CERTIFICATED NOTE PURSUANT TO ANY PROVISION OF THE SECURITIES ACT OTHER THAN RULE 144A OR REGULATION S. The Transfer is being effected in compliance with the transfer restrictions applicable to beneficial interests in Restricted Global Notes and Restricted Certificated Notes and pursuant to and in accordance with the Securities Act and any applicable blue sky securities laws of any state of the United States, and accordingly the Transferor hereby further certifies that (check one):

[ ] (a) such Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act;

or

[ ] (b) such Transfer is being effected to the Company or a subsidiary thereof;

or

[ ] (c) such Transfer is being effected pursuant to an effective registration statement under the Securities Act and in compliance with the prospectus delivery requirements of the Securities Act.

[ ] 4. CHECK IF TRANSFEREE SHALL TAKE DELIVERY OF A BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE OR OF AN UNRESTRICTED CERTIFICATED NOTE.

[ ] (a) CHECK IF TRANSFER IS PURSUANT TO RULE 144. (a) The Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (b) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Certificated Note shall no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes, on Restricted Certificated Notes and in the Indenture.

[ ] (b) CHECK IF TRANSFER IS PURSUANT TO REGULATION S. (a) The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (b) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Certificated Note shall no longer be subject to the restrictions on transfer enumerated in the Private

Placement Legend printed on the Restricted Global Notes, on Restricted Certificated Notes and in the Indenture.

[ ] (c) CHECK IF TRANSFER IS PURSUANT TO OTHER EXEMPTION. (a) The Transfer is being effected pursuant to and in compliance with an exemption from the registration requirements of the Securities Act other than Rule 144, Rule 903 or Rule 904 and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any State of the United States and (b) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Certificated Note shall not be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes or Restricted Certificated Notes and in the Indenture.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

[Insert Name of Transferor]

By:

Name:
Title:

Dated:_____________,____

ANNEX A TO CERTIFICATE OF TRANSFER

1. The Transferor owns and proposes to transfer the following:

[CHECK ONE OF (a) OR (b)]

[ ] (a) a beneficial interest in the:

(i) 144A Global Note (CUSIP); or

(ii) Regulation S Global Note (CUSIP); or

[ ] (b) a Restricted Certificated Note.

(q) After the Transfer the Transferee shall hold:

[CHECK ONE]

[ ] (c) a beneficial interest in the:

(i) 144A Global Note (CUSIP); or

(ii) Regulation S Global Note (CUSIP); or

(iii) Unrestricted Global Note (CUSIP); or

(d) a Restricted Certificated Note; or

(e) an Unrestricted Certificated Note,

in accordance with the terms of the Indenture.

EXHIBIT C

FORM OF CERTIFICATE OF EXCHANGE

Re: 7 3/8% Senior Subordinated Notes due 2015

(CUSIP______________)

Reference is hereby made to the Indenture, dated as of February 7, 2005 (the "Indenture"), between Rayovac Corporation, as issuer (the "Company"), the Guarantors named therein (the "Guarantors") and U.S. Bank National Association, as trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

____________, (the "Owner") owns and proposes to exchange the Note[s] or interest in such Note[s] specified herein, in the principal amount of $____________ in such Note[s] or interests (the "Exchange"). In connection with the Exchange, the Owner hereby certifies that:

1. EXCHANGE OF RESTRICTED CERTIFICATED NOTES OR BENEFICIAL INTERESTS IN A RESTRICTED GLOBAL NOTE FOR UNRESTRICTED CERTIFICATED NOTES OR BENEFICIAL INTERESTS IN AN UNRESTRICTED GLOBAL NOTE.

[ ] (a) CHECK IF EXCHANGE IS FROM BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE TO BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a beneficial interest in an Unrestricted Global Note in an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Global Notes and pursuant to and in accordance with the United States Securities Act of 1933, as amended (the "Securities Act"), (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest in an Unrestricted Global Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

[ ] (b) CHECK IF EXCHANGE IS FROM BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE TO UNRESTRICTED CERTIFICATED NOTE. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for an Unrestricted Certificated Note, the Owner hereby certifies (i) the Certificated Note is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the Certificated Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

[ ] (c) CHECK IF EXCHANGE IS FROM RESTRICTED CERTIFICATED NOTE TO BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE. In connection with the Owner's Exchange of a

Restricted Certificated Note for a beneficial interest in an Unrestricted Global Note, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Certificated Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

[ ] (d) CHECK IF EXCHANGE IS FROM RESTRICTED CERTIFICATED NOTE TO UNRESTRICTED CERTIFICATED NOTE. In connection with the Owner's Exchange of a Restricted Certificated Note for an Unrestricted Certificated Note, the Owner hereby certifies (i) the Unrestricted Certificated Note is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Certificated Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the Unrestricted Certificated Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

[ ] 2. EXCHANGE OF RESTRICTED CERTIFICATED NOTES OR BENEFICIAL INTERESTS IN RESTRICTED GLOBAL NOTES FOR RESTRICTED CERTIFICATED NOTES OR BENEFICIAL INTERESTS IN RESTRICTED GLOBAL NOTES.

[ ] (a) CHECK IF EXCHANGE IS FROM BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE TO RESTRICTED CERTIFICATED NOTE. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a Restricted Certificated Note with an equal principal amount, the Owner hereby certifies that the Restricted Certificated Note is being acquired for the Owner's own account without transfer. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the Restricted Certificated Note issued shall continue to be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Certificated Note and in the Indenture and the Securities Act.

[ ] (b) CHECK IF EXCHANGE IS FROM RESTRICTED CERTIFICATED NOTE TO BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE. In connection with the Exchange of the Owner's Restricted Certificated Note for a beneficial interest in the [CHECK ONE] 144A Global Note, Regulation S Global Note, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer and (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, and in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the beneficial interest issued shall be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the relevant Restricted Global Note and in the Indenture and the Securities Act.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

[Insert Name of Owner]

By:

Name:
Title:

Dated: _______________, _____

EXHIBIT D

FORM OF NOTATION OF GUARANTEE

For value received, each Guarantor (which term includes any successor Person under the Indenture) jointly and severally, unconditionally guarantees, to the extent set forth in the Indenture and subject to the provisions in the Indenture dated as of February 7, 2005 (the "Indenture") among Rayovac Corporation (the "Company"), the Guarantors named therein and U.S. Bank National Association, as trustee (the "Trustee"), (a) the due and punctual payment of the principal of, premium and Liquidated Damages (as defined in the Indenture), if any, and interest on the Notes (as defined in the Indenture), whether at maturity, by acceleration, redemption or otherwise, the due and punctual payment of interest on overdue principal and premium, and, to the extent permitted by law, interest and Liquidated Damages, and the due and punctual performance of all other obligations of the Company to the Holders or the Trustee all in accordance with the terms of the Indenture and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that the same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise. The obligations of the Guarantors to the Holders of Notes and to the Trustee pursuant to the Note Guarantee and the Indenture are expressly set forth in Article Eleven of the Indenture and reference is hereby made to the Indenture for the precise terms of the Note Guarantee. Each Holder of a Note, by accepting the same, (a) agrees to and shall be bound by such provisions, (b) authorizes and directs the Trustee, on behalf of such Holder, to take such action as may be necessary or appropriate to effectuate the subordination as provided in the Indenture and (c) appoints the Trustee attorney-in-fact of such Holder for such purpose; provided, however, that the Indebtedness evidenced by this Note Guarantee shall cease to be so subordinated and subject in right of payment upon any defeasance of this Note in accordance with the provisions of the Indenture. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture.

IN WITNESS HEREOF, the Guarantors have caused this Notation of Guarantee to be executed by a duly authorized officer.

[Name of Guarantor]

By:

Name:
Title:

EXHIBIT E

FORM OF SUPPLEMENTAL INDENTURE
TO BE DELIVERED BY SUBSEQUENT GUARANTORS

Supplemental Indenture (this "Supplemental Indenture"), dated as of _____________, among __________________ (the "Guaranteeing Subsidiary"), Rayovac Corporation, a Wisconsin Corporation, (the "Company"), the Guarantors (as defined in the Indenture referred to herein) and U.S. Bank National Association, as Trustee (the "Trustee").

W I T N E S S E T H

WHEREAS, the Company and the Guarantors have heretofore executed and delivered to the Trustee an indenture (the "Indenture"), dated as of February 7, 2005 providing for the issuance of an unlimited aggregate principal amount of 7 3/8% Senior Subordinated Notes due 2015 (the "Notes");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Company's obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "Note Guarantee"); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiary and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. Agreement to Guarantee. The Guaranteeing Subsidiary hereby agrees as follows:

(a) Along with all other Guarantors, to jointly and severally Guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the obligations of the Company hereunder or thereunder, that:

(i) the principal of and interest on the Notes shall be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful (subject in all cases to any applicable grace period

provided in the Indenture), and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder shall be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, the same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately.

(b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance that might otherwise constitute a legal or equitable discharge or defense of a guarantor.

(c) Subject to Section 6.06 of the Indenture and to the extent permitted by applicable law, each Guarantor hereby waives: diligence presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever.

(d) Subject to Section 6.06 of the Indenture and to the extent permitted by applicable law, this Note Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and the Indenture.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantors, or any custodian, trustee, liquidator or other similar official acting in relation to either the Company or the Guarantors, any amount paid by either to the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(f) The Guaranteeing Subsidiary shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.

(g) As between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 of the Indenture for the purposes of this Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6 of the Indenture, such obligations (whether or not due and

payable) shall forthwith become due and payable by the Guarantors for the purpose of this Note Guarantee.

(h) The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Note Guarantee.

(i) Pursuant to Section 11.03 of the Indenture, after giving effect to any maximum amount and any other contingent and fixed liabilities of the Guarantor that are relevant under any applicable Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under Article 11 of the Indenture, the Trustee, the Holders and the Guarantor irrevocably agree that the obligation of such Guarantor shall result in the obligations of such Guarantor under its Note Guarantee not constituting a fraudulent transfer or conveyance.

3. Subordination. The Obligations of the Guaranteeing Subsidiary under its Note Guarantee pursuant to this Supplemental Indenture shall be junior and subordinated to the Senior Debt of the Guaranteeing Subsidiary on the same basis as the Notes are junior and subordinated to the Senior Debt of the Company. For the purposes of the foregoing sentence, the Trustee and the Holders shall have the right to receive and/or retain payments by the Guaranteeing Subsidiary only at such time as they may receive and/or retain payments in respect of the Notes pursuant to the Indenture, including Article 10 thereof.

4. Execution and Delivery. Each Guaranteeing Subsidiary agrees that the Note Guarantees shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Note Guarantee.

5. Guaranteeing Subsidiary May Consolidate, Etc., on Certain Terms. Except as otherwise provided in Section 11.05 of the Indenture, a Guarantor may not sell or otherwise dispose of all or substantially all of its assets, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person unless:

(a) immediately after giving effect to such transaction, no Default or Event of Default exists; and

(b) either:

the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger is a corporation, organized or existing under (i) the laws of the United States, any state thereof or the District of Columbia or (ii) the laws of the same

jurisdiction as that Guarantor and, in each case, assumes all the obligations of that Guarantor under the Indenture, its Note Guarantee and the Registration Rights Agreement pursuant to a supplemental indenture satisfactory to the Trustee; or

in the case of a Subsidiary Guarantor, such sale or other disposition (A) complies with Section 4.10 of the Indenture, including the application of the Net Proceeds therefrom and (B) is to a Person that is not a Restricted Subsidiary of the Company.

In case of any such consolidation, merger, sale or conveyance and upon the assumption by the successor Person, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the Note Guarantee endorsed upon the Notes and the due and punctual performance of all of the obligations and conditions of the Indenture to be performed by a Guarantor, such successor Person shall succeed to and be substituted for a Guarantor with the same effect as if it had been named herein as a Guarantor. Such successor Person thereupon may cause to be signed any or all of the Note Guarantees to be endorsed upon all of the Notes issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee. All the Note Guarantees so issued shall in all respects have the same legal rank and benefit under the Indenture as the Note Guarantees theretofore and thereafter issued in accordance with the terms of the Indenture as though all of such Note Guarantees had been issued at the date of the execution hereof.

Except as set forth in Articles 4 and 5 of the Indenture, and notwithstanding clauses (a) and (b) above, nothing contained in the Indenture or in any of the Notes shall prevent any consolidation or merger of a Guarantor with or into the Company or another Guarantor, or shall prevent any sale or conveyance of the property of a Guarantor as an entirety or substantially as an entirety to the Company or another Guarantor.

6. Releases. (a) Any Guarantor shall be released and relieved of any obligations under its Note Guarantee, (i) in connection with any sale or other disposition of all or substantially all of the assets of that Guarantor (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) a Restricted Subsidiary of the Company, if the sale or other disposition of all or substantially all of the assets of that Guarantor complies with Section 4.10 of the Indenture, including the application of the Net Proceeds therefrom; (ii) in connection with any sale of all of the Capital Stock of a Guarantor to a Person that is not (either before or after giving effect to such transaction) a Restricted Subsidiary of the Company, if the sale of all such Capital Stock of that Guarantor complies with Section 4.10 of the Indenture, including the application of the Net Proceeds therefrom; (iii) if the Company designates any Restricted Subsidiary that is a Guarantor as an Unrestricted Subsidiary in accordance with the terms hereof; or (iv) in connection with any sale of Capital Stock of a Guarantor to a Person that results in the Guarantor no longer being a Subsidiary of the

Company, if the sale of such Capital Stock of that Guarantor complies with Section 4.10, including the application of the Net Proceeds therefrom. Upon delivery by the Company to the Trustee of an Officers' Certificate and an Opinion of Counsel to the effect that such sale or other disposition was made by the Company in accordance with the provisions of the Indenture, including without limitation Section 4.10 hereof, the Trustee shall execute any documents reasonably required in order to evidence the release of any Guarantor from its obligations under its Note Guarantee.

(b) Any Guarantor not released from its obligations under its Note Guarantee shall remain liable for the full amount of principal of and interest on the Notes and for the other obligations of any Guarantor under the Indenture as provided in Article 10 of the Indenture.

7. No Recourse Against Others. No past, present or future director, officer, employee, incorporator, stockholder or agent of the Guaranteeing Subsidiary, as such, shall have any liability for any obligations of the Company or any Guaranteeing Subsidiary under the Notes, any Note Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws.

8. NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE.

9. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

10. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

11. Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

Dated: _______________, ____

[Guaranteeing Subsidiary]

By:

Name:
Title:

[Name of Guarantor]

By:

Name:
Title:

RAYOVAC CORPORATION

By:

Name:
Title:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

By:

Name:
Title:

SCHEDULE I
GUARANTORS

ROV Holding, Inc.
Rovcal, Inc.
United Industries Corporation
Schultz Company
WPC Brands, Inc.
Sylorr Plant Corp.
Ground Zero, Inc.
Nu-Gro US Holdco Corporation
Nu-Gro America Corp.
IB Nitrogen Inc.
Nu-Gro Technologies, Inc.
United Pet Group, Inc.
DB Online, LLC
Southern California Foam, Inc.
AQ Holdings, Inc.
Aquaria, Inc.
Perfecto Holding Corp.
Aquarium Systems, Inc.
Perfecto Manufacturing, Inc.
Jungle Talk International, Inc.
Pets `N People, Inc.

EXHIBIT 4.2

RAYOVAC CORPORATION

8 1/2% SENIOR SUBORDINATED NOTES DUE 2013

THIRD SUPPLEMENTAL INDENTURE
Dated as of February 7, 2005

to

INDENTURE
Dated as of September 30, 2003

U.S. BANK
NATIONAL ASSOCIATION,
as Trustee

THIRD SUPPLEMENTAL INDENTURE

THIRD SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of February 7, 2005 among Rayovac Corporation, a Wisconsin corporation, (the "Company"), the Guarantors (as defined in the Indenture referred to herein), the Rayovac subsidiaries listed in Exhibit A hereto (each, a "Guaranteeing Subsidiary" and, together, the "Guaranteeing Subsidiaries"), and U.S. Bank National Association, as Trustee (the "Trustee").

W I T N E S S E T H

WHEREAS, the Company and the Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of September 30, 2003, as supplemented by the Supplemental Indenture dated as of October 24, 2003 and the Second Supplemental Indenture dated as of January 20, 2005 (the "Indenture"), providing for the issuance of the Company's 8 1/2% Senior Subordinated Notes due 2013 (the "Notes"); and

WHEREAS, the Indenture provides that if the Company acquires additional Domestic Subsidiaries on or after the Issue Date, each such subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which such subsidiary shall unconditionally guarantee all of the Company's obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "Note Guarantee"); and

WHEREAS, in connection with the Company's acquisition of all of the equity interests of United Industries Corporation (the "Acquisition"), the Company has acquired each of the Guaranteeing Subsidiaries; and

WHEREAS, also in connection with the Acquisition, the separate corporate existence of Lindbergh Corporation, a former subsidiary of the Company, has ceased; and

WHEREAS, the Trustee, the Company and the Guarantors wish to cure certain errors relating to certain cross-references in the Indenture; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiaries, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. Guarantors. Pursuant to Section 9.01 of the Indenture, the Company, the Guarantors and the Trustee hereby amend the definition of the term "Guarantors" set forth in the Indenture by (a) adding to Schedule I to the Indenture those entities listed in Exhibit A hereto and (b) deleting from such Schedule I "Lindbergh Corporation." For purposes of clarification, Schedule I to the Indenture shall be identical to Schedule I-A attached hereto.

3. Agreement to Guarantee. The Guaranteeing Subsidiaries hereby agree as follows:

(a) Along with all other Guarantors, to jointly and severally Guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the obligations of the Company hereunder or thereunder, that:

(i) the principal of and interest on the Notes shall be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful (subject in all cases to any applicable grace period provided in the Indenture), and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder shall be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, the same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately.

(b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance that might otherwise constitute a legal or equitable discharge or defense of a guarantor.

(c) Subject to Section 6.06 of the Indenture and to the extent permitted by applicable law, each Guarantor hereby waives: diligence presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever.

(d) Subject to Section 6.06 of the Indenture and to the extent permitted by applicable law, this Note Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and the Indenture.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantors, or any custodian, trustee, liquidator or other similar official acting in relation to either the Company or the Guarantors, any amount paid by either to the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(f) The Guaranteeing Subsidiaries shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.

(g) As between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 of the Indenture for the purposes of this Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6 of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Note Guarantee.

(h) The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Note Guarantee.

(i) Pursuant to Section 11.03 of the Indenture, after giving effect to any maximum amount and any other contingent and fixed liabilities of the Guarantor that are relevant under any applicable Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under Article 11 of the Indenture, the Trustee, the Holders and the Guarantor irrevocably agree that the obligation of such Guarantor shall result in the obligations of such Guarantor under its Note Guarantee not constituting a fraudulent transfer or conveyance.

4. Subordination. The Obligations of each Guaranteeing Subsidiary under its Note Guarantee pursuant to this Supplemental Indenture shall be junior and subordinated to the Senior Debt of such Guaranteeing Subsidiary on the same basis as the Notes are junior and subordinated to the Senior Debt of the Company. For the purposes of the foregoing sentence, the Trustee and the Holders shall have the right to receive and/or retain payments by each Guaranteeing Subsidiary only at such time as they may

receive and/or retain payments in respect of the Notes pursuant to the Indenture, including Article 10 thereof.

5. Execution and Delivery. The Guaranteeing Subsidiaries agree that the Note Guarantees shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Note Guarantee.

6. Guaranteeing Subsidiaries May Consolidate, Etc., on Certain Terms. Except as otherwise provided in Section 11.05 of the Indenture, a Guarantor may not sell or otherwise dispose of all or substantially all of its assets, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person unless:

(a) immediately after giving effect to such transaction, no Default or Event of Default exists; and

(b) either:

(i) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger is a corporation, organized or existing under (i) the laws of the United States, any state thereof or the District of Columbia or (ii) the laws of the same jurisdiction as that Guarantor and, in each case, assumes all the obligations of that Guarantor under the Indenture, its Note Guarantee and the Registration Rights Agreement pursuant to a supplemental indenture satisfactory to the Trustee; or

(ii) in the case of a Subsidiary Guarantor, such sale or other disposition (A) complies with Section 4.10 of the Indenture, including the application of the Net Proceeds therefrom and (B) is to a Person that is not a Restricted Subsidiary of the Company.

In case of any such consolidation, merger, sale or conveyance and upon the assumption by the successor Person, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the Note Guarantee endorsed upon the Notes and the due and punctual performance of all of the obligations and conditions of the Indenture to be performed by a Guarantor, such successor Person shall succeed to and be substituted for a Guarantor with the same effect as if it had been named herein as a Guarantor. Such successor Person thereupon may cause to be signed any or all of the Note Guarantees to be endorsed upon all of the Notes issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee. All the Note Guarantees so issued shall in all respects have the same legal rank and benefit under the Indenture as the Note Guarantees theretofore and thereafter issued in accordance with the terms of the Indenture as though all of such Note Guarantees had been issued at the date of the execution hereof.

Except as set forth in Articles 4 and 5 of the Indenture, and notwithstanding clauses (a) and (b) above, nothing contained in the Indenture or in any of the Notes shall prevent any consolidation or merger of a Guarantor with or into the Company or another Guarantor, or shall prevent any sale or conveyance of the property of a Guarantor as an entirety or substantially as an entirety to the Company or another Guarantor.

7. Releases. (a) Any Guarantor shall be released and relieved of any obligations under its Note Guarantee, (i) in connection with any sale or other disposition of all or substantially all of the assets of that Guarantor (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) a Restricted Subsidiary of the Company, if the sale or other disposition of all or substantially all of the assets of that Guarantor complies with Section 4.10 of the Indenture, including the application of the Net Proceeds therefrom; (ii) in connection with any sale of all of the Capital Stock of a Guarantor to a Person that is not (either before or after giving effect to such transaction) a Restricted Subsidiary of the Company, if the sale of all such Capital Stock of that Guarantor complies with Section 4.10 of the Indenture, including the application of the Net Proceeds therefrom; (iii) if the Company designates any Restricted Subsidiary that is a Guarantor as an Unrestricted Subsidiary in accordance with the terms hereof; or (iv) in connection with any sale of Capital Stock of a Guarantor to a Person that results in the Guarantor no longer being a Subsidiary of the Company, if the sale of such Capital Stock of that Guarantor complies with Section 4.10, including the application of the Net Proceeds therefrom. Upon delivery by the Company to the Trustee of an Officers' Certificate and an Opinion of Counsel to the effect that such sale or other disposition was made by the Company in accordance with the provisions of the Indenture, including without limitation Section 4.10 hereof, the Trustee shall execute any documents reasonably required in order to evidence the release of any Guarantor from its obligations under its Note Guarantee.

(b) Any Guarantor not released from its obligations under its Note Guarantee shall remain liable for the full amount of principal of and interest on the Notes and for the other obligations of any Guarantor under the Indenture as provided in Article 10 of the Indenture.

8. No Recourse Against Others. No past, present or future director, officer, employee, incorporator, stockholder or agent of any Guaranteeing Subsidiary, as such, shall have any liability for any obligations of the Company or any Guaranteeing Subsidiary under the Notes, any Note Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws.

9. Correction of Cross-References. In order to correct certain cross-references in the Indenture:

(a) The last sentence of subsection (ii) of Section 2.06(b) of the Indenture is hereby deleted and restated in its entirety to read as follows:

> "Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in Global Notes contained in this Indenture and the Notes or otherwise applicable under the Securities Act, the Trustee shall adjust the principal amount of the relevant Global Note(s) pursuant to Section 2.06(i) hereof."

(b) The first phrase following subsection (i)(F) of Section 2.06(c) of the Indenture is hereby deleted and restated in its entirety to read as follows:

> "the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.06(i) hereof, and the Company shall execute and the Trustee shall authenticate and deliver to the Person designated in the instructions a Certificated Note in the appropriate principal amount."

(c) The first sentence of subsection (iv) of Section 2.06(c) of the Indenture is hereby deleted and restated in its entirety to read as follows:

> "If any Holder of a beneficial interest in an Unrestricted Global Note proposes to exchange such beneficial interest for a Certificated Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Certificated Note, then, upon satisfaction of the conditions set forth in Section 2.06(b)(ii) hereof, the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.06(i) hereof, and the Company shall execute and the Trustee shall authenticate and deliver to the Person designated in the instructions a Certificated Note in the appropriate principal amount."

(d) Third sentence of Section 4.10(d) of the Indenture is hereby deleted and restated in its entirety to read as follows:

> "To the extent that the provisions of any securities laws or regulations conflict with this Section 4.10 or Section 3.09, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 4.10 or Section 3.09 by virtue of such compliance."

(e) Subsection (iii) of Section 6.01 of the Indenture is hereby deleted and restated in its entirety to read as follows:

> "failure by the Company or any of its Restricted Subsidiaries to comply with Section 4.10, Section 4.14, Section 4.20(c) or Section 5.01;"

(f) Section 9.01(f) of the Indenture is hereby deleted and restated in its entirety to read as follows:

"to comply with the requirements of Section 4.20;"

10. GOVERNING LAW. THE INTERNAL LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

11. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

12. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

13. Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Indenture to be duly executed and attested, all as of the dates referenced.

Dated: February 7, 2005

ROV HOLDING, INC.

By: /s/ James T. Lucke

Name: James T. Lucke
Title: Secretary

ROVCAL, INC.

By: /s/ James T. Lucke

Name: James T. Lucke
Title: Secretary

UNITED INDUSTRIES CORPORATION

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President, Secretary and General Counsel

SCHULTZ COMPANY

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

WPC BRANDS, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

SYLORR PLANT CORP.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

GROUND ZERO, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

NU-GRO US HOLDCO CORPORATION

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Secretary

NU-GRO AMERICA CORP.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

IB NITROGEN INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

NU-GRO TECHNOLOGIES, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

UNITED PET GROUP, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

DB ONLINE, LLC

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

SOUTHERN CALIFORNIA FOAM, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

AQ HOLDINGS, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

AQUARIA, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

PERFECTO HOLDING CORP.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

AQUARIUM SYSTEMS, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

PERFECTO MANUFACTURING, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

JUNGLE TALK INTERNATIONAL, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

PETS `N PEOPLE, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

RAYOVAC CORPORATION

By: /s/ James T. Lucke

Name: James T. Lucke
Title: Senior Vice President -
General Counsel and Secretary

U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE

By: /s/ Richard H. Prokosch

Name: Richard H. Prokosch
Title: Vice President

Exhibit A

Guaranteeing Subsidiaries

United Industries Corporation
Schultz Company
WPC Brands, Inc.
Sylorr Plant Corp.
Ground Zero, Inc.
Nu-Gro US Holdco Corporation
Nu-Gro America Corp.
IB Nitrogen Inc.
Nu-Gro Technologies, Inc.
United Pet Group, Inc.
DB Online, LLC
Southern California Foam, Inc.
AQ Holdings, Inc.
Aquaria, Inc.
Perfecto Holding Corp.
Aquarium Systems, Inc.
Perfecto Manufacturing, Inc.
Jungle Talk International, Inc.
Pets `N People, Inc.

SCHEDULE I-A
GUARANTORS

ROV Holding, Inc.
Rovcal, Inc.
United Industries Corporation
Schultz Company
WPC Brands, Inc.
Sylorr Plant Corp.
Ground Zero, Inc.
Nu-Gro US Holdco Corporation
Nu-Gro America Corp.
IB Nitrogen Inc.
Nu-Gro Technologies, Inc.
United Pet Group, Inc.
DB Online, LLC
Southern California Foam, Inc.
AQ Holdings, Inc.
Aquaria, Inc.
Perfecto Holding Corp.
Aquarium Systems, Inc.
Perfecto Manufacturing, Inc.
Jungle Talk International, Inc.
Pets `N People, Inc.

EXHIBIT 4.3

REGISTRATION RIGHTS AGREEMENT

by and among

Rayovac Corporation

and

The Guarantors listed on Schedule A hereto

and

Banc of America Securities LLC
Citigroup Global Markets Inc.
Merrill Lynch, Pierce, Fenner & Smith Incorporated
ABN AMRO Incorporated

Dated as of February 7, 2005

Registration Rights Agreement

This Registration Rights Agreement (this "Agreement") is made and entered into as of February 7, 2005, by and among Rayovac Corporation, a Wisconsin corporation (the "Company"), and the guarantors listed on Schedule A hereto (the "Guarantors"), and Banc of America Securities LLC, Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and ABN AMRO Incorporated (each an "Initial Purchaser" and, collectively, the "Initial Purchasers"), each of whom has agreed to purchase the Company's 7 3/8% Senior Subordinated Notes due 2015 (the "Initial Notes") pursuant to the Purchase Agreement (as defined below).

This Agreement is made pursuant to the Purchase Agreement, dated as of January 21, 2005 (the "Purchase Agreement"), by and among the Company, Rovcal, Inc. and ROV Holding, Inc. and the Initial Purchasers (i) for the benefit of each Initial Purchaser and (ii) for the benefit of the holders from time to time of the Initial Notes (including each Initial Purchaser). In order to induce the Initial Purchasers to purchase the Initial Notes, the Company has agreed to provide the registration rights set forth in this Agreement. The execution and delivery of this Agreement is a condition to the obligations of the Initial Purchasers set forth in Section 5(i) of the Purchase Agreement.

The parties hereby agree as follows:

SECTION 1. Definitions. As used in this Agreement, the following capitalized terms shall have the following meanings:

Advice: As defined in the last paragraph of Section 6 hereof.

Agreement: As defined in the preamble.

Broker-Dealer: Any broker or dealer registered under the Exchange Act.

Business Day: Any day except a Saturday, Sunday or other day that in the City of New York, or in the city of the corporate trust office of the Trustee, banks are authorized to close.

Closing Date: The date of this Agreement.

Commission: The Securities and Exchange Commission.

Company: As defined in the preamble hereto.

Consummate: An Exchange Offer shall be deemed "Consummated" or the "Consummation" of which shall be deemed to have occurred for purposes of this Agreement upon the occurrence of (i) the filing and effectiveness under the Securities Act of the Exchange Offer Registration Statement relating to the Exchange Notes to be issued in the Exchange Offer, (ii) the maintenance of

such Registration Statement continuously effective and the keeping of the Exchange Offer open for a period not less than the minimum period required pursuant to Section 3(b) hereof, and (iii) the delivery by the Company to the Registrar under the Indenture of

Exchange Notes in the same aggregate principal amount as the aggregate principal amount of Initial Notes that were tendered by Holders thereof pursuant to the Exchange Offer.

Controlling Person: As defined in Section 8(a) hereof.

Effectiveness Target Date: As defined in Section 5 hereof.

Exchange Act: The Securities Exchange Act of 1934, as amended.

Exchange Notes: The 7 3/8% Senior Subordinated Notes due 2015, of the same series under the Indenture as the Initial Notes, to be issued to Holders in exchange for Transfer Restricted Securities pursuant to this Agreement.

Exchange Offer: The registration by the Company under the Securities Act of the Exchange Notes pursuant to a Registration Statement pursuant to which the Company offers the Holders of all outstanding Transfer Restricted Securities the opportunity to exchange all such outstanding Transfer Restricted Securities held by such Holders for Exchange Notes in an aggregate principal amount equal to the aggregate principal amount of the Transfer Restricted Securities tendered in such exchange offer by such Holders.

Exchange Offer Registration Statement: The Registration Statement relating to the Exchange Offer, including the related Prospectus.

Guarantors: As defined in the preamble.

Holders: As defined in Section 2(b) hereof.

Indemnified Holder: As defined in Section 8(a) hereof.

Indenture: The Indenture, dated as of February 7, 2005, among the Company, the Guarantors and U.S. Bank, National Association, as trustee (the "Trustee"), pursuant to which the Notes are to be issued, as such Indenture is amended or supplemented from time to time in accordance with the terms thereof.

Initial Notes: As defined in the preamble hereto.

Initial Placement: The issuance and sale by the Company of the Initial Notes to the Initial Purchasers pursuant to the Purchase Agreement.

Initial Purchaser: As defined in the preamble hereto.

Liquidated Damages: As defined in Section 5 hereof.

NASD: National Association of Securities Dealers, Inc.

Notes: The Initial Notes and the Exchange Notes.

Person: An individual, partnership, corporation, trust or unincorporated organization, or a government or agency or political subdivision thereof.

Prospectus: The prospectus included in a Registration Statement, as amended or supplemented by any prospectus supplement and by all other amendments thereto, including post-effective amendments, and all material incorporated by reference into such Prospectus.

Purchase Agreement: As defined in the preamble.

Registration Default: As defined in Section 5 hereof.

Registration Statement: Any registration statement of the Company relating to (a) an offering of Exchange Notes pursuant to an Exchange Offer or (b) the registration for resale of Transfer Restricted Securities pursuant to the Shelf Registration Statement, in each case, (i) which is filed pursuant to the provisions of this Agreement, (ii) all amendments and supplements thereto (including post-effective amendments) and all exhibits and material incorporated by reference therein and (iii) the Prospectus included therein.

Securities Act: The Securities Act of 1933, as amended.

Shelf Filing Deadline: As defined in Section 4 hereof.

Shelf Registration Statement: As defined in Section 4 hereof.

Suspension Notice: As defined in the last paragraph of Section 6 hereof.

Transfer Restricted Securities: Each Initial Note, until the earliest to occur of (a) the date on which such Initial Note is exchanged in the Exchange Offer and entitled to be resold to the public by the Holder thereof without complying with the prospectus delivery requirements of the Securities Act, (b) following the exchange by a broker-dealer in the Exchange Offer of an Initial Note for an Exchange Note, the date on which such Exchange Note is sold to a purchaser who receives from such Broker-Dealer on or prior to the date of such sale a copy of the prospectus contained in the Exchange Offer Registration Statement, (c) the date on which such Initial Note has been effectively registered under the Securities Act and disposed of in accordance with a Shelf Registration Statement and (d) the date on which such Initial Note is distributed to the public pursuant to Rule 144 under the Securities Act.

Trustee: As defined in the definition of the Indenture herein.

Trust Indenture Act: The Trust Indenture Act of 1939 (15 U.S.C. Section 77aaa 77bbbb) as in effect on the date of the Indenture.

Underwritten Registration or Underwritten Offering: A registration in which securities of the Company are sold to an underwriter for reoffering to the public.

SECTION 2. Securities Subject to this Agreement.

(a) Transfer Restricted Securities. The securities subject to the benefits of this Agreement are the Transfer Restricted Securities.

(b) Holders of Transfer Restricted Securities. A Person is deemed to be a holder of Transfer Restricted Securities (each, a "Holder") whenever such Person owns Transfer Restricted Securities.

SECTION 3. Registered Exchange Offer.

(a) Unless the Exchange Offer shall not be permissible under applicable law or Commission policy (after the procedures set forth in Section 6(a) below have been complied with), the Company and the Guarantors shall (i) cause the Exchange Offer Registration Statement to be filed with the Commission as soon as reasonably practicable after the Closing Date, but in no event later than 120 days after the Closing Date, (ii) use their commercially reasonable efforts to cause the Exchange Offer Registration Statement to become effective as soon as reasonably practicable, but in no event later than 240 days, after the Closing Date, (iii) in connection with the foregoing, use their commercially reasonable efforts to file (A) all pre-effective amendments to such Registration Statement as may be necessary in order to cause such Exchange Offer Registration Statement to become effective, (B) if applicable, a post-effective amendment to such Exchange Offer Registration Statement pursuant to Rule 430A under the Securities Act and (C) cause all necessary filings in connection with the registration and qualification of the Exchange Notes to be made under the Blue Sky laws of such jurisdictions as are necessary to permit Consummation of the Exchange Offer (provided, however, that the Company and the Guarantors shall not be required to qualify as a foreign corporation or to take any action that would subject it to general service of process in any such jurisdiction where it is not presently qualified or where it would be subject to taxation as a foreign corporation) and (iv) upon the effectiveness of such Exchange Offer Registration Statement, commence the Exchange Offer. The Exchange Offer shall be on the appropriate form permitting registration of the Exchange Notes to be offered in exchange for the Transfer Restricted Securities and to permit resales of Transfer Restricted Securities held by Broker-Dealers as contemplated by Section 3(c) below.

(b) The Company and the Guarantors shall use their commercially reasonable efforts to cause the Exchange Offer Registration Statement to be effective continuously and shall keep the Exchange Offer open for a period of not less than the minimum period required under applicable federal and state securities laws to Consummate the Exchange Offer; provided, however, that in no event shall such period be less than 30 days after the date notice of the Exchange Offer is mailed to the Holders. The Company and the Guarantors shall cause the Exchange Offer to comply with all applicable federal and state securities laws. No securities other than the Exchange Notes shall be included in the Exchange Offer Registration Statement. The Company and the Guarantors shall use their commercially reasonable efforts to cause the Exchange Offer to be Consummated as soon as reasonably practicable after the Exchange Offer Registration Statement has become effective, but in no event later than 30 Business Days after the Exchange Offer Registration Statement has become effective.

(c) The Company and the Guarantors shall indicate in a "Plan of Distribution" section contained in the Prospectus forming a part of the Exchange Offer Registration Statement that any Broker-Dealer who holds Initial Notes that are Transfer Restricted Securities and that were acquired for its own account as a result of market-making activities or other trading activities (other than Transfer Restricted Securities acquired directly from the Company), may exchange

such Initial Notes pursuant to the Exchange Offer, and in light of that, such Broker-Dealer may be deemed to be an "underwriter" within the meaning of the Securities Act and must, therefore, deliver a prospectus meeting the requirements of the Securities Act in connection with any resales of the Exchange Notes received by such Broker-Dealer in the Exchange Offer, which prospectus delivery requirement may be satisfied by the delivery by such Broker-Dealer of the Prospectus contained in the Exchange Offer Registration Statement. Such "Plan of Distribution" section shall also contain all other information with respect to such resales by Broker-Dealers that the Commission may require in order to permit such resales pursuant thereto, but such "Plan of Distribution" shall not name any such Broker-Dealer or disclose the amount of Notes held by any such Broker-Dealer except to the extent required by the Commission as a result of a change in policy, rules or regulations after the date of this Agreement.

The Company and the Guarantors shall use their commercially reasonable efforts to keep the Exchange Offer Registration Statement continuously effective, supplemented and amended as required by the provisions of Section 6(c) below to the extent necessary to ensure that it is available for resales of Notes acquired by Broker-Dealers for their own accounts as a result of market-making activities or other trading activities, and to ensure that it conforms with the requirements of this Agreement, the Securities Act and the policies, rules and regulations of the Commission as announced from time to time, for a period ending on the earlier of (i) 180 days from the date on which the Exchange Offer Registration Statement is declared effective and (ii) the date on which a Broker-Dealer is no longer required to deliver a prospectus in connection with market-making or other trading activities.

The Company and the Guarantors shall provide sufficient copies of the latest version of such Prospectus to Broker-Dealers promptly upon request at any time during such 180-day (or shorter as provided in the foregoing sentence) period in order to facilitate such resales.

SECTION 4. Shelf Registration.

(a) Shelf Registration. If (i) the Company and the Guarantors are not required to file an Exchange Offer Registration Statement or to consummate the Exchange Offer because the Exchange Offer is not permitted by applicable law or Commission policy (after the procedures set forth in Section 6(a) below have been complied with) or (ii) any Holder of Transfer Restricted Securities shall notify the Company in writing prior to the 20th day following the Consummation of the Exchange Offer that (A) such Holder is prohibited by applicable law or Commission policy from participating in the Exchange Offer, (B) such Holder may not resell the Exchange Notes acquired by it in the Exchange Offer to the public without delivering a prospectus and that the Prospectus contained in the Exchange Offer Registration Statement is not appropriate or available for such resales by such Holder or (C) such Holder is a Broker-Dealer and holds Initial Notes acquired directly from the Company or one of its affiliates, then the Company and the Guarantors shall:

(x) use their commercially reasonable efforts to cause to be filed a shelf registration statement pursuant to Rule 415 under the Securities Act, which may be an amendment to the Exchange Offer Registration Statement (in either event, the "Shelf Registration Statement"), on or prior to the earliest to occur of (1) the 60th day after the date on which the Company determines that it not required to file the Exchange Offer

Registration Statement pursuant to clause (a)(i) above and (2) the 60th day after the date on which the Company receives notice from a Holder of Transfer Restricted Securities as contemplated by clause (a)(ii) above (such earliest date being the "Shelf Filing Deadline"), which Shelf Registration Statement shall provide for the resale of all Transfer Restricted Securities the Holders of which shall have provided the information required pursuant to Section 4(b) hereof; and

(y) use their commercially reasonable efforts to cause such Shelf Registration Statement to be declared effective by the Commission on or before the 120th day after the Shelf Filing Deadline.

The Company and the Guarantors shall use their commercially reasonable efforts to keep such Shelf Registration Statement continuously effective, supplemented and amended as required by and subject to the provisions of Sections 6(b) and (c) hereof to the extent necessary to ensure that it is available for resales of Transfer Restricted Securities by the Holders thereof entitled to the benefit of this Section 4(a), and to ensure that it conforms with the requirements of this Agreement, the Securities Act and the policies, rules and regulations of the Commission as announced from time to time, for a period of at least two years following the date of effectiveness of the Shelf Registration Statement (or, if earlier, until the date when all Transfer Restricted Securities covered by such Shelf Registration Statement have been sold pursuant to such Shelf Registration Statement).

(b) Provision by Holders of Certain Information in Connection with the Shelf Registration Statement. No Holder of Transfer Restricted Securities may include any of its Transfer Restricted Securities in any Shelf Registration Statement pursuant to this Agreement unless and until such Holder furnishes to the Company in writing, within 20 Business Days after receipt of a request therefor, such information as the Company may reasonably request for use in connection with any Shelf Registration Statement or Prospectus or preliminary Prospectus included therein. Each Holder as to which any Shelf Registration Statement is being effected agrees to furnish promptly to the Company all information required to be disclosed in order to make the information previously furnished to the Company by such Holder not misleading.

SECTION 5. Liquidated Damages. If (i) any of the Registration Statements required by this Agreement is not filed with the Commission on or prior to the date specified for such filing in this Agreement, (ii) any of such Registration Statements has not been declared effective by the Commission on or prior to the date specified for such effectiveness in this Agreement (the "Effectiveness Target Date"), (iii) the Exchange Offer has not been Consummated within 30 Business Days after the Effectiveness Target Date with respect to the Exchange Offer Registration Statement or (iv) subject to Section 6(c)(i), any Registration Statement required by this Agreement is filed and declared effective but shall thereafter cease to be effective prior to the time periods set forth in this Agreement or fail to be usable for its intended purpose without being succeeded immediately by a post-effective amendment to such Registration Statement that cures such failure and that is itself immediately declared effective (each such event referred to in clauses (i) through (iv), a "Registration Default"), the Company hereby agrees that the interest rate borne by the Transfer Restricted Securities shall be increased by 0.25% per annum during the 90-day period immediately following the occurrence of any Registration Default and shall increase by an additional 0.25% per annum at the end of each subsequent 90-day period, but in

no event shall such increase exceed 1.00% per annum; provided that the Company and the Guarantors shall in no event be required to pay such additional interest for more than one Registration Default at any given time. Such additional interest to be paid pursuant to a Registration Default is herein referred to as "Liquidated Damages." Following the cure of any Registration Default relating to any particular Transfer Restricted Securities, the interest rate borne by the relevant Transfer Restricted Securities will be reduced to the original interest rate borne by such Transfer Restricted Securities; provided, however, that, if after any such reduction in interest rate, a different Registration Default exists or occurs, the interest rate borne by the relevant Transfer Restricted Securities shall again be increased pursuant to the foregoing provisions unless and until the different Registration Default has been cured.

All Liquidated Damages accrued pursuant to this Section 5 shall be paid to the Holders entitled thereto, in the manner provided for the payment of interest in the Indenture, on each Interest Payment Date, as more fully set forth in the Indenture and the Notes. All obligations of the Company and the Guarantors set forth in the preceding paragraph that are outstanding with respect to any Transfer Restricted Security at the time such security ceases to be a Transfer Restricted Security shall survive until such time as all such obligations with respect to such Note shall have been satisfied in full.

SECTION 6. Registration Procedures.

(a) Exchange Offer Registration Statement. In connection with the Exchange Offer, the Company and the Guarantors shall comply with all of the provisions of Section 6(c) below, shall use their commercially reasonable efforts to effect such exchange to permit the sale of Transfer Restricted Securities being sold in accordance with the intended method or methods of distribution thereof, and the Company, the Guarantors and the Holders of the Notes, as applicable, shall comply with all of the following provisions:

(i) If in the reasonable opinion of counsel to the Company there is a serious question as to whether the Exchange Offer is permitted by applicable law, the Company and the Guarantors hereby agree to use their commercially reasonable efforts to seek a no-action letter or other favorable decision from the Commission allowing the Company and the Guarantors to Consummate an Exchange Offer for such Initial Notes. The Company and the Guarantors hereby agree to use their commercially reasonable efforts to pursue the issuance of such a decision to the Commission staff level, but shall not be required to take commercially unreasonable action to effect a change of Commission policy or otherwise obtain such no-action letter or other favorable decision. The Company and the Guarantors hereby agree, however, to (A) participate in telephonic conferences with the Commission, (B) deliver to the Commission staff an analysis prepared by counsel to the Company and the Guarantors setting forth the legal bases, if any, upon which such counsel has concluded that such an Exchange Offer should be permitted and (C) diligently pursue a resolution (which need not be favorable) by the Commission staff of such submission.

(ii) As a condition to its participation in the Exchange Offer pursuant to the terms of this Agreement, each Holder of Transfer Restricted Securities shall furnish, upon the request of the Company, prior to the Consummation thereof, a written representation

to the Company and the Guarantors (which may be contained in the letter of transmittal contemplated by the Exchange Offer Registration Statement) to the effect that (A) it is not an affiliate of the Company or the Guarantors, (B) it is not engaged in, and does not intend to engage in, and has no arrangement or understanding with any Person to participate in, a distribution of the Exchange Notes to be issued in the Exchange Offer and (C) it is acquiring the Exchange Notes in its ordinary course of business. In addition, all such Holders of Transfer Restricted Securities shall otherwise cooperate in the Company's preparations for the Exchange Offer. Each Holder hereby acknowledges and agrees that any Broker-Dealer and any such Holder using the Exchange Offer to participate in a distribution of the securities to be acquired in the Exchange Offer (1) could not under Commission policy as in effect on the date of this Agreement rely on the position of the Commission enunciated in Morgan Stanley and Co., Inc. (available June 5, 1991) and Exxon Capital Holdings Corporation (available May 13, 1988), as interpreted in the Commission's letter to Shearman & Sterling dated July 2, 1993, and similar no-action letters (which may include any no-action letter obtained pursuant to clause (i) above), and (2) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction and that such a secondary resale transaction must be covered by an effective registration statement containing the selling security holder information required by Item 507 or 508, as applicable, of Regulation S-K of the Securities Act if the resales are of Exchange Notes obtained by such Holder in exchange for Initial Notes acquired by such Holder directly from the Company.

(b) Shelf Registration Statement. In connection with the Shelf Registration Statement, the Company and the Guarantors shall comply with all the provisions of Section 6(c) below and shall use their commercially reasonable efforts to effect such registration to permit the sale of the Transfer Restricted Securities being sold in accordance with the intended method or methods of distribution thereof, and pursuant thereto the Company and the Guarantors will as soon as reasonably practicable prepare and file with the Commission a Registration Statement relating to the registration on any appropriate form under the Securities Act, which form shall be available for the sale of the Transfer Restricted Securities in accordance with the intended method or methods of distribution thereof.

(c) General Provisions. In connection with any Registration Statement and any Prospectus required by this Agreement to permit the sale or resale of Transfer Restricted Securities (including, without limitation, any Registration Statement and the related Prospectus required to permit resales of Transfer Restricted Securities by Broker-Dealers), the Company and the Guarantors shall:

(i) use their commercially reasonable efforts to keep such Registration Statement continuously effective and provide all requisite financial statements (including, if required by the Securities Act or any regulation thereunder, financial statements of the Guarantors) for the period specified in Section 3 or 4 of this Agreement, as applicable; upon the occurrence of any event that would cause any such Registration Statement or the Prospectus contained therein (A) to contain a material misstatement or omission or (B) not to be effective and usable for resale of Transfer Restricted Securities during the period required by this Agreement, the Company and the Guarantors shall file promptly

an appropriate amendment to such Registration Statement, in the case of clause (A), correcting any such misstatement or omission, and, in the case of either clause (A) or (B), use their commercially reasonable efforts to cause such amendment to be declared effective as soon as practicable thereafter. Notwithstanding the foregoing, if the Board of Directors of the Company determines in good faith that it is in the best interests of the Company and the Guarantors not to disclose the existence of or facts surrounding any proposed or pending material corporate transaction or other material development involving the Company or the Guarantors, the Company and the Guarantors may allow any Shelf Registration Statement to fail to be effective or the Prospectus contained therein to be unusable as a result of such nondisclosure for up to 90 days in any year during the two-year period of effectiveness required by Section 4 hereof;

(ii) use their commercially reasonable efforts to prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement as may be necessary to keep the Registration Statement effective for the applicable period set forth in Section 3 or 4 hereof, as applicable, or such shorter period as will terminate when all Transfer Restricted Securities covered by such Registration Statement have been sold; cause the Prospectus to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 under the Securities Act, and to comply fully with the applicable provisions of Rules 424 and 430A under the Securities Act in a timely manner; and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during the applicable period in accordance with the intended method or methods of distribution by the sellers thereof set forth in such Registration Statement or supplement to the Prospectus;

(iii) advise the underwriter(s), if any, and selling Holders promptly and, if requested by such Persons, to confirm such advice in writing, (A) when the Prospectus or any Prospectus supplement or post-effective amendment has been filed, and, with respect to any Registration Statement or any post-effective amendment thereto, when the same has become effective, (B) of any request by the Commission for amendments to the Registration Statement or amendments or supplements to the Prospectus or for additional information relating thereto, (C) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement under the Securities Act or of the suspension by any state securities commission of the qualification of the Transfer Restricted Securities for offering or sale in any jurisdiction, or the initiation of any proceeding for any of the preceding purposes or (D) of the existence of any fact or the happening of any event that makes any statement of a material fact made in the Registration Statement, the Prospectus, any amendment or supplement thereto, or any document incorporated by reference therein untrue, or that requires the making of any additions to or changes in the Registration Statement or the Prospectus in order to make the statements therein, in light of the circumstances in which they were made, not misleading. If at any time the Commission shall issue any stop order suspending the effectiveness of the Registration Statement, or any state securities commission or other regulatory authority shall issue an order suspending the qualification or exemption from qualification of the Transfer Restricted Securities under state securities or Blue Sky laws,

the Company and the Guarantors shall use their commercially reasonable efforts to obtain the withdrawal or lifting of such order at the earliest possible time;

(iv) furnish without charge to each of the Initial Purchasers, each selling Holder named in any Registration Statement, and each of the underwriter(s), if any, before filing with the Commission, copies of any Registration Statement or any Prospectus included therein or any amendments or supplements to any such Registration Statement or Prospectus (including all documents incorporated by reference after the initial filing of such Registration Statement), which documents will be subject to the review of such Holders and underwriter(s) in connection with such sale, if any, and the Company and any Guarantors will not file any such Registration Statement or Prospectus or any amendment or supplement to any such Registration Statement or Prospectus (including all such documents incorporated by reference) to which an Initial Purchaser of Transfer Restricted Securities covered by such Registration Statement or the underwriter(s), if any, shall reasonably object in writing, with respect to any such documents, other than a Current Report on Form 8-K, within five Business Days, and with respect to any Current Report on Form 8-K, within 24 hours, in each case, after the receipt thereof (any such objection to be deemed timely made upon confirmation of telecopy transmission within such period). The objection of an Initial Purchaser or underwriter, if any, shall be deemed to be reasonable if such Registration Statement, amendment, Prospectus or supplement, as applicable, as proposed to be filed, contains a material misstatement or omission;

(v) promptly prior to the filing of any document that is to be incorporated by reference into a Registration Statement or Prospectus, provide copies of such document to the Initial Purchasers, each selling Holder named in any Registration Statement, and to the underwriter(s), if any, make the Company's representatives available and representatives of the Guarantors available for discussion of such document and other customary due diligence matters, and include such information in such document prior to the filing thereof as such selling Holders or underwriter(s), if any, reasonably may request;

(vi) make available at reasonable business hours in the offices where such records are normally maintained for inspection by the Initial Purchasers, any managing underwriter participating in any disposition pursuant to such Registration Statement and any attorney or accountant retained by such Initial Purchasers or any of the underwriter(s), all relevant financial and other records, pertinent corporate documents and documents relating to relevant properties of the Company and the Guarantors subject to appropriate confidentiality agreements and cause the Company's and the Guarantors' officers, directors and employees to supply all information that is (a) reasonably requested by any such Holder, underwriter, attorney or accountant in connection with such Registration Statement subsequent to the filing thereof and prior to its effectiveness and (b) customarily furnished in transactions of the type contemplated by such Registration Statement;

(vii) if requested by any selling Holders or the underwriter(s), if any, promptly incorporate in any Registration Statement or Prospectus, pursuant to a supplement or

post-effective amendment if necessary, such information as such selling Holders and underwriter(s), if any, may reasonably request to have included therein, including, without limitation, information relating to the "Plan of Distribution" of the Transfer Restricted Securities, information with respect to the principal amount of Transfer Restricted Securities being sold to such underwriter(s), the purchase price being paid therefor and any other terms of the offering of the Transfer Restricted Securities to be sold in such offering; and make all required filings of such Prospectus supplement or post-effective amendment as soon as reasonably practicable after the Company is notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment;

(viii) furnish to each selling Holder and each of the underwriter(s), if any, without charge, at least one copy of the Registration Statement, as first filed with the Commission, and of each amendment thereto, including financial statements and schedules, all documents incorporated by reference therein and all exhibits (including exhibits incorporated therein by reference);

(ix) deliver to each selling Holder and each of the underwriter(s), if any, without charge, as many copies of the Prospectus (including each preliminary prospectus) and any amendment or supplement thereto as such Persons reasonably may request; the Company and the Guarantors hereby consent to the use (in accordance with law) of the Prospectus and any amendment or supplement thereto by each of the selling Holders and each of the underwriter(s), if any, in connection with the offering and the sale of the Transfer Restricted Securities covered by the Prospectus or any amendment or supplement thereto;

(x) enter into, and cause the Guarantors to enter into, such agreements (including an underwriting agreement containing customary terms), and make, and cause the Guarantors to make, such representations and warranties, and take all such other actions in connection therewith in order to expedite or facilitate the disposition of the Transfer Restricted Securities pursuant to any Registration Statement contemplated by this Agreement, all to such extent as may be reasonably requested by any Initial Purchaser or by any Holder of Transfer Restricted Securities or underwriter in connection with any sale or resale pursuant to any Registration Statement contemplated by this Agreement;

(xi) in the case of a Shelf Registration Statement, the Company and the Guarantors shall:

(A) furnish (or in the case of paragraph (2) and (3) below, use their commercially reasonable efforts to cause to be furnished) to each Initial Purchaser, each selling Holder and each underwriter, if any, in such substance and scope as are customarily made, in the case of an Underwritten Offering, by issuers to underwriters in primary underwritten offerings, upon the date of effectiveness of the Shelf Registration Statement and in the case of an Underwritten Offering, upon the date of the underwriting agreement (except in the case of paragraphs (1) and (2)) and the date of closing:

(1) a certificate, signed by (y) the President or any Vice President and (z) a principal financial or accounting officer of each of the Company and the Guarantors, confirming, as of the date thereof, the matters, to the extent applicable, set forth in paragraphs (i), (ii) and (iii) of Section 5(f) of the Purchase Agreement;

(2) an opinion, of counsel for the Company and the Guarantors, covering the matters in the opinions delivered pursuant to Section 5(c) of the Purchase Agreement and in any event including a statement to the effect that such counsel has participated in conferences with officers and other representatives of the Company and the Guarantors, representatives of the independent public accountants for the Company and the Guarantors, the Initial Purchasers' representatives and the Initial Purchasers' counsel in connection with the preparation of such Shelf Registration Statement and the related Prospectus and have considered the matters required to be stated therein and the statements contained therein, although such counsel has not independently verified the accuracy, completeness or fairness of such statements; and that such counsel advises that, on the basis of the foregoing (relying as to materiality to the extent such counsel deems appropriate upon the statements of officers and other representatives of the Company and the Guarantors and without independent check or verification), no facts came to such counsel's attention that caused such counsel to believe that the applicable Shelf Registration Statement, at the time such Shelf Registration Statement or any post-effective amendment thereto became effective, and in the case of an Underwritten Offering, at the date of the underwriting agreement, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or that the Prospectus contained in such Shelf Registration Statement as of its date and in the case of an Underwritten Offering, at the date of the underwriting agreement and the date of closing contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Without limiting the foregoing, such counsel may state further that such counsel assumes no responsibility for, and has not independently verified, the accuracy, completeness or fairness of the financial statements, notes and schedules and other financial data included in any Shelf Registration Statement contemplated by this Agreement or the related Prospectus; and

(3) a customary comfort letter, from (i) the Company's independent accountants and (ii) the independent accountants of any other Person for which financial statements are included in or incorporated by reference into any Shelf Registration Statement contemplated by this Agreement or the related Prospectus, in the

customary form and covering matters of the type customarily covered in comfort letters to underwriters in connection with primary underwritten offerings, and affirming the matters set forth in the comfort letters delivered pursuant to Section 5(a) of the Purchase Agreement, without exception;

(B) in the case of an Underwritten Offering, set forth in full or incorporate by reference in the underwriting agreement, if any, the indemnification provisions and procedures of Section 8 hereof with respect to all parties to be indemnified pursuant to said Section; and

(C) in the case of an Underwritten Offering, deliver such other documents and certificates as may be reasonably requested by such parties to evidence compliance with clause (A) above and with any customary conditions contained in the underwriting agreement or other customary agreement entered into by the Company or the Guarantors pursuant to clause (x).

If at any time the representations and warranties of the Company and the Guarantors contemplated in clause (A)(1) above cease to be true and correct, the Company shall so advise the Initial Purchasers and the underwriter(s), if any, and each selling Holder promptly and, if requested by such Persons, shall confirm such advice in writing;

(xii) prior to any public offering of Transfer Restricted Securities, cooperate with, and cause the Guarantors to cooperate with, the selling Holders, the underwriter(s), if any, and their respective counsel in connection with the registration and qualification of the Transfer Restricted Securities under the securities or Blue Sky laws of such jurisdictions as the selling Holders or underwriter(s) may request and do any and all other acts or things necessary or advisable to enable the disposition in such jurisdictions of the Transfer Restricted Securities covered by the Shelf Registration Statement; provided, however, that neither the Company nor any Guarantor shall be required to register or qualify as a foreign corporation where it is not then so qualified or to take any action that would subject it to the service of process in suits or to taxation, other than as to matters and transactions relating to the Registration Statement, in any jurisdiction where it is not then so subject;

(xiii) issue, upon the request of any Holder of Initial Notes covered by the Shelf Registration Statement, Exchange Notes, having an aggregate principal amount equal to the aggregate principal amount of Initial Notes surrendered to the Company by such Holder in exchange therefor or being sold by such Holder; such Exchange Notes to be registered in the name of such Holder or in the name of the purchaser(s) of such Notes, as the case may be; in return, the Initial Notes held by such Holder shall be surrendered to the Company for cancellation;

(xiv) cooperate with, and cause the Guarantors to cooperate with, the selling Holders and the underwriter(s), if any, to facilitate the timely preparation and delivery of certificates representing Transfer Restricted Securities to be sold and not bearing any

restrictive legends; and enable such Transfer Restricted Securities to be in such denominations and registered in such names as the Holders or the underwriter(s), if any, may request at least two Business Days prior to any sale of Transfer Restricted Securities made by such underwriter(s);

(xv) use their commercially reasonable efforts to cause the Transfer Restricted Securities covered by the Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the seller or sellers thereof or the underwriter(s), if any, to consummate the disposition of such Transfer Restricted Securities, subject to the proviso contained in clause (xii) above;

(xvi) subject to Section 6(c)(i), if any fact or event contemplated by clause (c)(iii)(D) above shall exist or have occurred, prepare a supplement or post-effective amendment to the Registration Statement or related Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to the purchasers of Transfer Restricted Securities, the Prospectus will not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading;

(xvii) provide a CUSIP number for all Transfer Restricted Securities not later than the effective date of the Registration Statement and provide the Trustee under the Indenture with printed certificates for the Transfer Restricted Securities which are in a form eligible for deposit with the Depositary Trust Company;

(xviii) in the case of an Underwritten Offering, cooperate and assist in any filings required to be made with the NASD and in the performance of any due diligence investigation by any underwriter (including any "qualified independent underwriter") that is required to be retained in accordance with the rules and regulations of the NASD, and use their reasonable best efforts to cause such Registration Statement to become effective and approved by such governmental agencies or authorities as may be necessary to enable the Holders selling Transfer Restricted Securities to consummate the disposition of such Transfer Restricted Securities;

(xix) otherwise use their commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and make generally available to its security holders, as soon as reasonably practicable, a consolidated earnings statement meeting the requirements of Rule 158 under the Securities Act (which need not be audited) for the twelve-month period (A) commencing at the end of any fiscal quarter in which Transfer Restricted Securities are sold to underwriters in a firm or best efforts Underwritten Offering or (B) if not sold to underwriters in such an offering, beginning with the first month of the Company's first fiscal quarter commencing after the effective date of the Registration Statement;

(xx) cause the Indenture to be qualified under the Trust Indenture Act not later than the effective date of the first Registration Statement required by this Agreement, and, in connection therewith, cooperate, and cause the Guarantors to cooperate with, the Trustee and the Holders of Notes to effect such changes to the Indenture as may be

required for such Indenture to be so qualified in accordance with the terms of the Trust Indenture Act; and to execute, and cause the Guarantors to execute, and use their commercially reasonable efforts to cause the Trustee to execute, all documents that may be required to effect such changes and all other forms and documents required to be filed with the Commission to enable such Indenture to be so qualified in a timely manner;

(xxi) cause all Transfer Restricted Securities covered by the Registration Statement to be listed on each securities exchange on which securities of the same class issued by the Company and the Guarantors are then listed if requested by the Holders of a majority in aggregate principal amount of Initial Notes or the managing underwriter(s), if any; and

(xxii) provide promptly to each Holder upon request each document filed with the Commission pursuant to the requirements of Section 13 or Section 15(d) of the Exchange Act.

Each Holder agrees by acquisition of a Transfer Restricted Security that, upon receipt of any notice referred to in Section 6(c)(iii)(C) or any notice from the Company of the existence of any fact of the kind described in Section 6(c)(iii)(D) hereof (in each case, a "Suspension Notice"), such Holder will forthwith discontinue disposition of Transfer Restricted Securities pursuant to the applicable Registration Statement until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 6(c)(xvi) hereof, or until it is advised in writing (the "Advice") by the Company that the use of the Prospectus may be resumed, and has received copies of any additional or supplemental filings that are incorporated by reference in the Prospectus. Each Holder receiving a Suspension Notice hereby agrees that it will either (i) destroy any Prospectuses, other than permanent file copies, then in such Holder's possession which have been replaced by the Company with more recently dated Prospectuses or (ii) if so directed by the Company, deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Transfer Restricted Securities that was current at the time of receipt of such Suspension Notice. In the event the Company shall give any such notice, the time period regarding the effectiveness of such Registration Statement set forth in Section 3 or 4 hereof, as applicable, shall be extended by the number of days in the period from and including the date of the delivery of the Suspension Notice to and including the date when each selling Holder covered by such Registration Statement shall have received the copies of the supplemented or amended Prospectus contemplated by Section 6(c)(xvi) hereof or shall have received the Advice; however, no such extension shall be taken into account in determining whether Liquidated Damages are due pursuant to Section 5 hereof or the amount of such Liquidated Damages, it being agreed that the Company's option to suspend use of a Registration Statement pursuant to this paragraph shall be treated as a Registration Default for purposes of Section 5.

SECTION 7. Registration Expenses.

(a) All expenses incident to the Company's or the Guarantors' performance of or compliance with this Agreement will be borne by the Company or the Guarantors, regardless of whether a Registration Statement becomes effective, including without limitation: (i) all registration and filing fees and expenses (including filings made by any Initial Purchaser or

Holder with the NASD (and, if applicable, the fees and expenses of any "qualified independent underwriter" and its counsel that may be required by the rules and regulations of the NASD)); (ii) all fees and expenses of compliance with federal securities and state Blue Sky or securities laws; (iii) all expenses of printing (including printing certificates for the Exchange Notes to be issued in the Exchange Offer and printing of Prospectuses), messenger and delivery services and telephone; (iv) all fees and disbursements of counsel for the Company, the Guarantors and, subject to Section 7(b) below, the Holders of Transfer Restricted Securities; (v) all application and filing fees in connection with listing the Exchange Notes on a national securities exchange or automated quotation system pursuant to the requirements thereof; and (vi) all fees and disbursements of independent certified public accountants of the Company, the Guarantors or other Person (including the expenses of any special audit and comfort letters required by or incident to such performance).

The Company and the Guarantors will, in any event, bear their internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expenses of any annual audit and the fees and expenses of any Person, including special experts, retained by the Company and the Guarantors.

(b) In connection with any Registration Statement required by this Agreement (including, without limitation, the Exchange Offer Registration Statement and the Shelf Registration Statement, if any), the Company and the Guarantors will reimburse the Initial Purchasers and the Holders of Transfer Restricted Securities being tendered in the Exchange Offer and/or resold pursuant to the "Plan of Distribution" contained in the Exchange Offer Registration Statement or registered pursuant to the Shelf Registration Statement, as applicable, for the reasonable fees and disbursements of not more than one counsel, who shall be Shearman & Sterling LLP or such other counsel as may be chosen by the Holders of a majority in principal amount of the Transfer Restricted Securities for whose benefit such Registration Statement is being prepared.

SECTION 8. Indemnification.

(a) The Company agrees and the Guarantors, jointly and severally, agree to indemnify and hold harmless (i) each Holder and (ii) each Person, if any, who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) any Holder (any of the Persons referred to in this clause (ii) being hereinafter referred to as a "Controlling Person") and (iii) the respective officers, directors, partners, employees, representatives and agents of any Holder or any Controlling Person (any person referred to in clause (i), (ii) or (iii) may hereinafter be referred to as an "Indemnified Holder"), to the fullest extent lawful, from and against any and all losses, claims, damages, liabilities or expenses (including without limitation, reimbursement of all costs reasonably incurred in investigating, preparing, pursuing, settling, compromising, paying or defending any claim or action, or any investigation or proceeding by any governmental agency or body, commenced or threatened, including the reasonable fees and expenses of counsel to any Indemnified Holder), caused by, related to, based upon, arising out of or in connection with any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement or Prospectus (or any amendment or supplement thereto), or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages, liabilities or expenses are caused by, based upon, arising out of or in connection with

an untrue statement or omission or alleged untrue statement or omission that is made in reliance upon and in conformity with information relating to any Indemnified Holder furnished in writing to the Company by any of the Holders, or on their behalf, expressly for use therein. This indemnity agreement shall be in addition to any liability which the Company may otherwise have.

In case any action or proceeding (including any governmental or regulatory investigation or proceeding) shall be brought against any of the Indemnified Holders with respect to which indemnity may be sought against the Company or the Guarantors, such Indemnified Holder (or the Indemnified Holder controlled by such Controlling Person) shall promptly notify the Company and the Guarantors in writing (provided, that the failure to give such notice shall not relieve the Company or the Guarantors of their respective obligations pursuant to this Agreement unless prejudiced thereby). In case any such action is brought against any Indemnified Holder and such Indemnified Holder seeks or intends to seek indemnity from the Company and the Guarantors, the Company and the Guarantors will be entitled to participate in and, to the extent that they shall elect by written notice delivered to the Indemnified Holder promptly after receiving the aforesaid notice from such Indemnified Holder, to assume the defense thereof with counsel reasonably satisfactory to such Indemnified Holder; provided, however, if the defendants in any such action include both the Indemnified Holder and the Company or any Guarantor and the Indemnified Holder shall have reasonably concluded that a conflict may arise between the positions of the Company or any Guarantor and the Indemnified Holder in conducting the defense of any such action or that there may be legal defenses available to it which are different from or additional to those available to the Company or any Guarantor, the Indemnified Holder shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of itself. Upon receipt of notice from the Company or any Guarantor to such Indemnified Holder of the Company or any Guarantor's election so to assume the defense of such action and approval by the Indemnified Holder of counsel, the Company or any Guarantor will not be liable to such Indemnified Holder under this Section 8 for any legal or other expenses subsequently incurred by such Indemnified Holder in connection with the defense thereof unless (i) the Indemnified Holder shall have employed separate counsel in accordance with the proviso to the second sentence of this paragraph (it being understood, however, that the Company or any Guarantor shall not be liable for the expenses of more than one separate counsel (together with local counsel, approved by the Company or any Guarantor, representing the Indemnified Holder who is a party to such action) or (ii) the Company or any Guarantor shall not have employed counsel reasonably satisfactory to the Indemnified Holder to represent the Indemnified Holder within a reasonable time after notice of commencement of the action, in each of which cases the fees and expenses of counsel shall be at the expense of the Company and the Guarantor.

The Company and the Guarantors shall be liable for any settlement of any such action or proceeding effected with the Company's prior written consent, which consent shall not be withheld unreasonably, and the Company and the Guarantors agree to indemnify and hold harmless any Indemnified Holder from and against any loss, claim, damage, liability or expense by reason of any settlement of any action effected with the written consent of the Company. The Company and the Guarantors shall not, without the prior written consent of each Indemnified Holder, settle or compromise or consent to the entry of judgment in or otherwise seek to terminate any pending or threatened action, claim, litigation or proceeding in respect of which

indemnification or contribution may be sought hereunder (whether or not any Indemnified Holder is a party thereto), unless such settlement, compromise, consent or termination (i) includes an unconditional release of each Indemnified Holder from all liability arising out of such action, claim, litigation or proceeding and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of the Indemnified Holder.

(b) Each Holder of Transfer Restricted Securities agrees, severally and not jointly, to indemnify and hold harmless the Company and the Guarantors and their respective directors, officers, and each person controlling (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) the Company, the Guarantors and the respective officers, directors, partners, employees, representatives and agents of each such person, to the same extent as the indemnity from the Company and the Guarantors to each of the Indemnified Holders set forth in Section 8(a), but only with respect to claims and actions based on information relating to such Holder furnished in writing by such Holder, or on their behalf, expressly for use in any Registration Statement. In case any action or proceeding shall be brought against the Company, the Guarantors or their directors or officers or any such Controlling Person in respect of which indemnity may be sought against a Holder of Transfer Restricted Securities, such Holder shall have the rights and duties given the Company and/or the Guarantors and the Company, the Guarantors or their directors or officers or such Controlling Person shall have the rights and duties given to each Holder by Section 8(a).

(c) If the indemnification provided for in this Section 8 is unavailable to an indemnified party under Section 8(a) or Section 8(b) (other than by reason of exceptions provided in those Sections) in respect of any losses, claims, damages, liabilities or expenses referred to therein, then each applicable indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative benefits received by the Company and the Guarantors, on the one hand, and the Holders, on the other hand, from the Initial Placement (which in the case of the Company and the Guarantors shall be deemed to be equal to the total gross proceeds from the Initial Placement as set forth on the cover page of the Offering Memorandum, less any discount received by the Initial Purchasers in the Initial Placement), the amount of Liquidated Damages which does not become payable as a result of the filing of the Registration Statement resulting in such losses, claims, damages, liabilities or expenses, and such Registration Statement, or if such allocation is not permitted by applicable law, the relative fault of the Company and the Guarantors on the one hand, and of the Indemnified Holder, on the other hand, in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative fault of the Company on the one hand and of the Indemnified Holder on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Indemnified Holder and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in the second paragraph of Section 8(a), any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim.

The Company, the Guarantors and each Holder of Transfer Restricted Securities agree that it would not be just and equitable if contribution pursuant to this Section 8(c) were determined by pro rata allocation (even if the Holders were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages, liabilities or expenses referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the other provisions of this Section 8, no Holder (and its related Indemnified Holders) shall be liable, in the aggregate, for any amount in excess of the discount granted or the commission paid by the Company as set forth in the Purchase Agreement with respect to the Initial Notes held by such Holder, or in the case of a Holder of Exchange Notes, the Initial Notes exchanged for such Exchange Notes. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Holders' obligations to contribute pursuant to this Section 8(c) are several in proportion to the respective principal amount of Initial Notes held by each of the Holders hereunder and not joint.

SECTION 9. Rule 144A. The Company and the Guarantors each hereby agrees with each Holder, for so long as any Transfer Restricted Securities remain outstanding, to make available to any Holder or beneficial owner of Transfer Restricted Securities in connection with any sale thereof and any prospective purchaser of such Transfer Restricted Securities from such Holder or beneficial owner, the information required by Rule 144A(d)(4) under the Securities Act in order to permit resales of such Transfer Restricted Securities pursuant to Rule 144A.

SECTION 10. Participation in Underwritten Registrations. No Holder may participate in any Underwritten Registration hereunder unless such Holder (a) agrees to sell such Holder's Transfer Restricted Securities on the basis provided in a customary underwriting agreement entered into in connection herewith and (b) completes and executes all reasonable questionnaires, powers of attorney, indemnities, underwriting agreements, lock-up letters and other documents required under the terms of such underwriting arrangements.

SECTION 11. Selection of Underwriters. The Holders of Transfer Restricted Securities covered by the Shelf Registration Statement who desire to do so may sell such Transfer Restricted Securities in an Underwritten Offering. In any such Underwritten Offering, the investment banker or investment bankers and manager or managers that will administer the offering will be selected by the Holders of a majority in aggregate principal amount of the Transfer Restricted Securities included in such offering; provided, that such investment bankers and managers must be reasonably satisfactory to the Company.

SECTION 12. Miscellaneous.

(a) Remedies. The Company and the Guarantors each hereby agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Agreement and hereby agree to waive the defense in any action for specific performance that a remedy at law would be adequate.

(b) No Inconsistent Agreements. The Company will not, and will cause the Guarantors not to, on or after the date of this Agreement enter into any agreement with respect to its securities that is inconsistent with the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof. The rights granted to the Holders hereunder do not in any way conflict with and are not inconsistent with the rights granted to the holders of the Company's securities under any agreement in effect on the date hereof.

(c) Adjustments Affecting the Notes. The Company and the Guarantors will not take any action, or permit any change to occur, with respect to the Notes that would materially and adversely affect the ability of the Holders to Consummate any Exchange Offer.

(d) Amendments and Waivers. The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to or departures from the provisions hereof may not be given unless the Company has obtained the written consent of Holders of a majority of the outstanding principal amount of Transfer Restricted Securities. Notwithstanding the foregoing, a waiver or consent to departure from the provisions hereof that relates exclusively to the rights of Holders whose securities are being tendered pursuant to the Exchange Offer and that does not affect directly or indirectly the rights of other Holders whose securities are not being tendered pursuant to such Exchange Offer may be given by the Holders of a majority of the outstanding principal amount of Transfer Restricted Securities being tendered or registered; provided that, with respect to any matter that directly or indirectly affects the rights of any Initial Purchaser hereunder, the Company shall obtain the written consent of each such Initial Purchaser with respect to which such amendment, qualification, supplement, waiver, consent or departure is to be effective.

(e) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, first-class mail (registered or certified, return receipt requested), telex, telecopier, or air courier guaranteeing overnight delivery:

(i) if to a Holder, at the address set forth on the records of the Registrar under the Indenture, with a copy to the Registrar under the Indenture; and

(ii) if to the Company:

Rayovac Corporation
6 Concourse Parkway, Suite 3300
Atlanta, GA 30328

Facsimile: (770) 829-6298
Attention: General Counsel

With a copy to:
Skadden, Arps, Slate, Meagher & Flom LLP
One Beacon Street, 31st Floor
Boston, MA 02108

Telecopier No.: (617) 573-4822
Attention: Margaret Brown

All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; when answered back, if telexed; when receipt acknowledged, if telecopied; and on the next Business Day, if timely delivered to an air courier guaranteeing overnight delivery.

Copies of all such notices, demands or other communications shall be concurrently delivered by the Person giving the same to the Trustee at the address specified in the Indenture.

(f) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties, including without limitation and without the need for an express assignment, subsequent Holders of Transfer Restricted Securities; provided, however, that this Agreement shall not inure to the benefit of or be binding upon a successor or assign of a Holder unless and to the extent such successor or assign acquired Transfer Restricted Securities from such Holder.

(g) Counterparts. This Agreement may be executed in any number of counterparts and by the 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 agreement.

(h) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(i) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAW RULES THEREOF.

(j) Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

(k) Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein with respect to the registration rights granted by the Company with respect to the Transfer Restricted Securities. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

RAYOVAC CORPORATION

By: /s/ James T. Lucke

Name: James T. Lucke
Title: Senior Vice President - General Counsel and Secretary

ROV HOLDING, INC.

By: /s/ James T. Lucke

Name: James T. Lucke
Title: Secretary

ROVCAL, INC.

By: /s/ James T. Lucke

Name: James T. Lucke
Title: Secretary

UNITED INDUSTRIES CORPORATION

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President, Secretary and General Counsel

SCHULTZ COMPANY

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

WPC BRANDS, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

SYLORR PLANT CORP.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

GROUND ZERO, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

NU-GRO US HOLDCO CORPORATION

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Secretary

NU-GRO AMERICA CORP.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

IB NITROGEN INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

NU-GRO TECHNOLOGIES, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

UNITED PET GROUP, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

DB ONLINE, LLC

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

SOUTHERN CALIFORNIA FOAM, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

AQ HOLDINGS, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

AQUARIA, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

PERFECTO HOLDING CORP.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

AQUARIUM SYSTEMS, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

PERFECTO MANUFACTURING, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

JUNGLE TALK INTERNATIONAL, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

PETS `N PEOPLE, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

The foregoing Registration Rights Agreement is hereby confirmed and accepted as of the date first above written:

BANC OF AMERICA SECURITIES LLC
CITIGROUP GLOBAL MARKETS INC.
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
ABN AMRO INCORPORATED

By: Banc of America Securities LLC

By: /s/ Douglas M. Ingram

Douglas M. Ingram
Managing Director

SCHEDULE A

Guarantor	Jurisdiction of Incorporation
ROV Holding, Inc.	Delaware
Rovcal, Inc.	California
United Industries Corporation	Delaware
Schultz Company	Missouri
WPC Brands, Inc.	Wisconsin
Sylorr Plant Corp.	Delaware
Ground Zero, Inc.	Missouri
Nu-Gro US Holdco Corporation	Delaware
Nu-Gro America Corp.	Delaware
IB Nitrogen Inc.	Delaware
Nu-Gro Technologies, Inc.	Delaware
United Pet Group, Inc.	Delaware
DB Online, LLC	Hawaii
Southern California Foam, Inc.	California
AQ Holdings, Inc.	Delaware
Aquaria, Inc.	California
Perfecto Holding Corp.	Delaware
Aquarium Systems, Inc.	Delaware
Perfecto Manufacturing, Inc.	Delaware
Jungle Talk International, Inc.	Delaware
Pets `N People, Inc.	Delaware

EXHIBIT 10.1

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Published CUSIP Number: ____

FOURTH AMENDED AND RESTATED CREDIT AGREEMENT

Dated as of February 7, 2005

among

RAYOVAC CORPORATION,

as the U.S. Borrower,

the Subsidiary Borrowers named herein,

BANK OF AMERICA, N.A.,

as Administrative Agent, Swing Line Lender and L/C Issuer,

CITICORP NORTH AMERICA, INC.,

as Syndication Agent,

MERRILL LYNCH CAPITAL CORPORATION,

as Documentation Agent and as Managing Agent,

The Other Lenders Party Hereto,

BANC OF AMERICA SECURITIES LLC and CITIGROUP GLOBAL MARKETS INC.,

as Joint Lead Arrangers

and

BANC OF AMERICA SECURITIES LLC, CITIGROUP GLOBAL MARKETS INC. and
MERRILL LYNCH, PIERCE, FENNER & SMITH,

as Joint Book Managers

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EXHIBITS

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B	Swing Line Loan Notice
C-1	Term Note
C-2	U.S. Revolving Credit Note
C-3	Euro Revolving Term Note
C-4	UK Revolving Credit Note
D	Compliance Certificate
E	Assignment and Assumption
F-1	ROV Guaranty
F-2	KGaA Guaranty
F-3	UK Guaranty
G	Security Agreement
H-1	Mortgage
H-2	Third Amendment to Mortgage
I-1	Opinion Matters - Counsel to Loan Parties
I-2	Opinion Matters - Local Counsel to Loan Parties
I-3	Opinion Matters - Real Estate Counsel to Loan Parties

CREDIT AGREEMENT

This FOURTH AMENDED AND RESTATED CREDIT AGREEMENT ("Agreement") is entered into as of February 7, 2005, among Rayovac Corporation, a Wisconsin corporation (the "U.S. Borrower"), Varta Consumer Batteries GmbH & Co. KGaA, a German partnership limited by shares (the "Euro Borrower"), Rayovac Europe Limited, a limited liability company (the "UK Borrower and, with the Euro Borrower, each a "Subsidiary Borrower" and collectively, the "Subsidiary Borrowers" and the Subsidiary Borrowers, with the U.S. Borrower, each a "Borrower" and collectively, the "Borrowers"), each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender"), Citicorp North America, Inc., as Syndication Agent, Merrill Lynch Capital Corporation, as Documentation Agent and Managing Agent, and Bank of America, N.A., as Administrative Agent (as hereinafter defined), Swing Line Lender (as hereinafter defined) and L/C Issuer (as hereinafter defined).

The U.S. Borrower and the Euro Borrower have entered into that certain Third Amended and Restated Credit Agreement dated as of October 1, 2002 with Bank of America, N.A. as administrative agent, and the lenders party thereto (as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Existing Rayovac Credit Agreement").

Pursuant to the Agreement and Plan of Merger dated January 3, 2005 (as amended, supplemented or otherwise modified in accordance with its terms, to the extent permitted in accordance with the Loan Documents (as hereinafter defined), the "Merger Agreement") between the U.S. Borrower, United Industries Corporation ("UIC") and Lindberg Corporation ("Newco"), the U.S. Borrower has agreed to acquire all of the stock of UIC through a merger (the "Merger") of Newco with and into UIC.

The Borrowers have requested that the Lenders amend and restate the Existing Rayovac Credit Agreement to lend to the Borrowers up to U.S.$1.03 billion in order to (a) pay to the existing holders of the Equity Interests of UIC the cash consideration for their shares in the Merger, (b) refinance (i) the existing senior credit facilities of UIC and its Subsidiaries (as hereinafter defined) and (ii) the existing senior subordinated notes of UIC (collectively, the "Refinancing"), (c) pay transaction fees and expenses incurred in connection with the Merger and the Refinancing and (d) provide ongoing working capital and for other general corporate purposes of the Borrowers and their Subsidiaries.

The Lenders have indicated their willingness to amend and restate the Existing Rayovac Credit Agreement in its entirety to read as set forth herein, on the terms and subject to the conditions set forth herein and it has been agreed

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I
DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"2013 Notes" means the 8.5% unsecured subordinated notes of the U.S. Borrower due 2013 in an aggregate principal amount of U.S.$350 million issued and sold on September 30, 2003 pursuant to the 2013 Notes Indenture.

"2013 Notes Indenture" means the Indenture, dated as of September 30, 2003, among the U.S. Borrower, the guarantors named therein and U.S. Bank National Association, as trustee.

"2015 Notes" means the 7.375% subordinated notes of the U.S. Borrower due 2015 in an aggregate principal amount of U.S.$700 million issued and sold on the Closing Date pursuant to the 2015 Notes Indenture.

"2015 Notes Indenture" means the Indenture to be dated as of the Closing Date, among the U.S. Borrower, the guarantors named therein and U.S. Bank National Association, as trustee.

"80% Subsidiary" means any Subsidiary in which (other than director's qualifying shares or similar shares owned by other Persons due to native ownership requirements) at least 80% of the capital stock or other equity interests of each class is owned beneficially and of record by the U.S. Borrower or by one or more Wholly-Owned Subsidiaries.

"Acceptable Bank" has the meaning specified in the definition of "Cash Equivalents".

"Acknowledgment I" has the meaning specified in Section 9.13(a).

"Acknowledgment II" has the meaning specified in Section 9.13(b).

"Acknowledgment III" has the meaning specified in Section 9.13(c).

"Acquisition" means any transaction or series of related transactions for the purpose of, or resulting directly or indirectly in, (a) the acquisition of all or substantially all of the assets of a Person, or of any business or division of a Person, (b) the acquisition of in excess of 50% of the capital stock, partnership interests, membership interests or equity of any Person, or otherwise causing any Person to become a Subsidiary or (c) a merger or consolidation or any other combination with another Person (other than a Person that is a Subsidiary), provided that the U.S. Borrower or a Subsidiary is the surviving entity.

"Additional Foreign Currency Facility" means a revolving credit facility made available by certain Lenders hereunder to a Subsidiary of the U.S. Borrower in a currency other than Dollars.

"Administrative Agent" means Bank of America in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 10.02, or such other address or account as the Administrative Agent may from time to time notify to the Borrowers and the Lenders.

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

"Affiliate" means, with respect to any 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 Commitments" means the Commitments of all the Lenders.

"Agreement" means this Credit Agreement.

"Applicable Euro Revolving Credit Percentage" means with respect to any Euro Revolving Credit Lender at any time, such Euro Revolving Credit Lender's Applicable Percentage in respect of the Euro Revolving Credit Facility at such time.

"Applicable Percentage" means (a) in respect of the Canadian Term Facility, with respect to any Canadian Term Lender at any time, the percentage (carried out to the ninth decimal place) of the Canadian Term Facility represented by (i) on or prior to the Closing Date, such Canadian Term Lender's Canadian Term Commitment at such time and (ii) thereafter, the principal amount of such Canadian Term Lender's Canadian Term Loans at such time, (b) in respect of the Dollar Term Facility, with respect to any Dollar Term Lender at any time, the percentage (carried out to the ninth decimal place) of the Dollar Term Facility represented by (i) on or prior to the Closing Date, such Dollar Term Lender's Dollar Term Commitment at such time and (ii) thereafter, the principal amount of such Dollar Term Lender's Dollar Term Loans at such time, (c) in respect of the Euro Term Facility, with respect to any Euro Term Lender at any time, the percentage (carried out to the ninth decimal place) of the Euro Term Facility represented by (i) on or prior to the Closing Date, such Euro Term Lender's Euro Term Commitment at such time and (ii) thereafter, the principal amount of such Euro Term Lender's Euro Term Loans at such time, (d) in respect of the Euro Revolving Credit Facility, with respect to any Euro Revolving Credit Lender at any time, the percentage (carried out to the ninth decimal place) of the Euro Revolving Credit Facility represented by such Euro Revolving Credit Lender's Euro Revolving Credit Commitment at such time and (e) in respect of the UK Revolving Credit Facility, with respect to any UK Revolving Credit lender at any time, the percentage (carried out to the ninth decimal place) of the UK Revolving Credit Facility represented by such UK Revolving Credit lender's UK Revolving Credit Commitment at such time and (f) in respect of the U.S. Revolving Credit Facility, with respect to any U.S. Revolving Credit Lender at any time, the percentage (carried out to the ninth decimal place) of the U.S. Revolving Credit Facility represented by such U.S. Revolving Credit Lender's Revolving Credit Commitment at such time. If the Euro Revolving Credit Commitment of each Euro Revolving Credit Lender to make Euro Revolving Credit Loans have been terminated pursuant to Section 8.02, or if the Euro Revolving Credit Commitments have expired, then the Applicable Percentage of each Euro Revolving Credit Lender in respect of the Euro Revolving Credit Facility shall be determined based on the Applicable Percentage of such Euro Revolving Credit Lender in respect of the Euro Revolving Credit Facility most recently in effect, giving effect to any subsequent assignments. If the UK Revolving Credit Commitment of each UK Revolving Credit Lender to make UK Revolving Credit Loans have been terminated pursuant to Section 8.02, or if the UK Revolving Credit Commitments have expired, then the Applicable Percentage of each UK Revolving Credit Lender in respect of the UK Revolving Credit Facility shall be determined based on the Applicable Percentage of such UK Revolving Credit Lender in respect of the UK Revolving Credit Facility most recently in effect, giving effect to any subsequent assignments. If the U.S. Revolving Credit Commitment of each U.S. Revolving Credit Lender to make U.S. Revolving Credit Loans and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02, or if the U.S. Revolving Credit Commitments have expired, then the Applicable Percentage

of each U.S. Revolving Credit Lender in respect of the U.S. Revolving Credit Facility shall be determined based on the Applicable Percentage of such U.S. Revolving Credit Lender in respect of the U.S. Revolving Credit Facility most recently in effect, giving effect to any subsequent assignments. The initial Applicable Percentage of each Lender in respect of each Facility is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

"Applicable Rate" means (a) in respect of the Revolving Credit Facilities, (i) for the first six months following the Closing Date, 1.25% per annum for Base Rate Loans and 2.25% per annum for Eurocurrency Rate Loans and (ii) thereafter, a percentage per annum as set forth in the table below determined by reference to the Consolidated Leverage Ratio as set forth in the most recent Compliance Certificate received by the Administrative Agent pursuant to Section 6.02(a):

Pricing Level	Consolidated Leverage Ratio	Commitment Fee	Eurocurrency Rate Revolving Credit Loans and Letters of Credit	Base Rate Revolving Credit Loans
1	<3.50:1	0.50	1.75	0.75
2	>3.50:1 but <4.00:1	0.50	2.00	1.00
3	>4.00:1	0.50	2.25	1.25

Any increase or decrease in the Applicable Rate resulting from a change in the Consolidated Leverage Ratio shall become effective as of the first Business Day immediately following the date a Compliance Certificate is delivered pursuant to Section 6.02(a); provided, however, that if a Compliance Certificate is not delivered when due in accordance with such Section, then Pricing Level 3 shall apply from and as of the first Business Day after the date on which such Compliance Certificate was required to have been delivered until the date such Compliance Certificate is delivered,

(b) in respect of the Canadian Term Loans and the Dollar Term Loans (i) for the first six months following the Closing Date, 2.00% per annum for Canadian Term Loans and for Dollar Term Loans that are Eurocurrency Rate Loans and 1.00% per annum for Dollar Term Loans that are Base Rate Loans and (ii) thereafter, a percentage to be determined by reference to the Debt Rating certified by the U.S. Borrower as described below:

Pricing Level	Debt Ratings S&P/Moody's	Canadian Term Loans	Eurocurrency Rate Dollar Term Loans	Base Rate Dollar Term Loans
1	BB-/Ba3 or better	1.75	1.75	0.75
2	B+/B1 or worse	2.00	2.00	1.00

Initially, the Applicable Rate shall be determined based upon the Debt Rating specified in a certificate delivered by the U.S. Borrower as to its existing Debt Rating on such date. Thereafter, each change in the Applicable Rate resulting from a publicly announced change in the Debt Rating shall be effective, in the case of an upgrade, during the period commencing on the date of the public announcement thereof (such announcement to be notified to the Administrative Agent by the U.S. Borrower) and ending on the date immediately preceding the effective date of the next such change and, in the case of a downgrade, during the period commencing on the date of the public announcement thereof and ending on the date immediately preceding the effective date of the next such change, and

(c) in respect of the Euro Term Loans, 2.50% per annum.

"Applicable UK Revolving Credit Percentage" means with respect to any UK Revolving Credit Lender at any time, such UK Revolving Credit Lender's Applicable Percentage in respect of the UK Revolving Credit Facility at such time.

"Applicable U.S. Revolving Credit Percentage" means with respect to any U.S. Revolving Credit Lender at any time, such U.S. Revolving Credit Lender's Applicable Percentage in respect of the U.S. Revolving Credit Facility at such time.

"Appropriate Lender" means, at any time, (a) with respect to any of the Canadian Term Facility, the Dollar Term Facility, the Euro Term Facility, the U.S. Revolving Credit Facility, the Euro Revolving Credit Facility or the UK Revolving Credit Facility, a Lender that has a Commitment with respect to such Facility at such time, (b) with respect to the Dollar Letter of Credit Sublimit, (i) the L/C Issuer and (ii) if any Letters of Credit have been issued pursuant to Section 2.03(a), the U.S. Revolving Credit Lenders, (c) with respect to the Euro Letter of Credit Sublimit, (i) the L/C Issuer and (ii) if any Letters of Credit have been issued pursuant to Section 2.04(a), the Euro Revolving Credit Lenders, (d) with respect to the UK Letter of Credit Sublimit, (i) the L/C Issuer and (ii) if any Letters of Credit have been issued pursuant to Section 2.05(a), the UK Revolving Credit Lenders and (e) with respect to either the Dollar Swing Line, the Euro Swing Line or the UK Swing Line, (i) the Swing Line Lender, (ii) if any Dollar Swing Line Loans are outstanding pursuant to Section 2.06(a), the U.S. Revolving Credit Lenders, (iii) if any Euro Swing Line Loans are outstanding pursuant to Section 2.06(b), the Euro Revolving Credit Lenders and (iv) if any UK Swing Line Loans are outstanding pursuant to Section 2.06(c), the UK Revolving Credit Lenders.

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity (including an investment advisor) or an Affiliate of an entity that administers or manages a Lender.

"Arrangers" means BAS and CGMI, in their capacities as joint lead arrangers.

"Assignee Group" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.06(b), and accepted by the Administrative Agent, in substantially the form of Exhibit E or any other form approved by the Administrative Agent.

"Assuming Lender" has the meaning specified in Section 2.16(d).

"Assumption Agreement" has the meaning specified in Section 2.16(d).

"Attributable Indebtedness" means, on any date, (a) in respect of any Capitalized Lease of any Person, the capitalized amount of the remaining lease thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease or other agreement or instrument were accounted for as a Capitalized Lease and (c) all Synthetic Debt of such Person.

"Audited Financial Statements" means the audited consolidated balance sheets of (i) the U.S. Borrower and its Subsidiaries for the fiscal year ended September 30, 2004 and (ii) UIC and its Subsidiaries for the fiscal year ended December 31, 2003 and, in each case, the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year of the U.S. Borrower and its Subsidiaries and UIC and its Subsidiaries, respectively, including the notes thereto.

"Auto-Extension Dollar Letter of Credit" has the meaning specified in Section 2.03(b)(iii).

"Auto-Extension Euro Letter of Credit" has the meaning specified in Section 2.04(b)(iii).

"Auto-Extension UK Letter of Credit" has the meaning specified in Section 2.05(b)(iii).

"Availability Period" means the period from and including the Closing Date to (a) in respect of the U.S. Revolving Credit Facility, the earliest of (i) the Maturity Date for the U.S. Revolving Credit Facility, (ii) the date of termination of the U.S. Revolving Credit Commitments pursuant to Section 2.08, and (iii) the date of termination of the commitment of each U.S. Revolving Credit Lender to make U.S. Revolving Credit Loans and of the obligation of the L/C Issuer to make Dollar L/C Credit Extensions pursuant to Section 8.02, (b) in respect of the Euro Revolving Credit Facility, the earliest of (i) the Maturity Date for the Euro Revolving Credit Facility, (ii) the date of termination of the Euro Revolving Credit Commitments pursuant to Section 2.08, and (iii) the date of termination of the commitment of each Euro Revolving Credit

Lender to make Euro Revolving Credit Loans and of the obligation of the L/C Issuer to make Euro L/C Credit Extensions pursuant to Section 8.02 and (c) in respect of the UK Revolving Credit Facility, the earliest of (i) the Maturity Date for the UK Revolving Credit Facility, (ii) the date of termination of the UK Revolving Credit Commitments pursuant to Section 2.08, and (iii) the date of termination of the commitment of each UK Revolving Credit Lender to make UK Revolving Credit Loans and of the obligation of the L/C Issuer to make UK L/C Credit Extensions pursuant to Section 8.02.

"Average Dollar Equivalent" means, on any date, in relation to any Indebtedness outstanding on such date denominated in a Foreign Currency, the amount of Dollars that could be purchased with the amount of such Indebtedness at the average of the foreign exchange spot rates of the Administrative Agent on the last day of each of the twelve calendar months preceding such date.

"Backstop L/C" has the meaning specified in Section 2.03(g).

"Bank of America" means Bank of America, N.A. and its successors.

"BAS" means Banc of America Securities LLC and its successors.

"Base Rate" means for any day a fluctuating rate per annum equal to the higher of (a) the Federal Funds Rate plus 1/2 of 1% and (b) the rate of interest in effect for such day as publicly announced from time to time by Bank of America as its "prime rate." The "prime rate" is a rate set by Bank of America based upon various factors including Bank of America's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by Bank of America shall take effect at the opening of business on the day specified in the public announcement of such change.

"Base Rate Loan" means a Loan that bears interest based on the Base Rate.

"Book Managers" means BAS, CGMI and MLPF&S in their capacities as joint book managers.

"Borrower" has the meaning specified in the introductory paragraph hereto.

"Borrower Materials" has the meaning specified in Section 6.02.

"Borrowing" means a U.S. Revolving Credit Borrowing, a Euro Revolving Credit Borrowing, a UK Revolving Credit Borrowing, a Dollar Swing Line Borrowing, a Euro Swing Line Borrowing, a UK Swing Line Borrowing, a Canadian Term Borrowing, a Dollar Term Borrowing or a Euro Term Borrowing, as the context may require.

"Business Day" means any day other than (a) a Saturday, Sunday or other day on which commercial banks in New York, Chicago or Charlotte are authorized to close under the Laws of New York, Illinois or North Carolina, or are in fact closed in, the state where the Administrative Agent's Office is located, (b) if such day relates to any Eurocurrency Rate Loan, a day on which banks are not open for general business in London and (c) if such day relates to

any Eurocurrency Rate Loan denominated in a Foreign Currency other than Euro, a day on which banks are not open for general business in the principal financial center of the country of that currency or, if such day relates to a Loan in Euros, any day that is not a TARGET Day.

"Canadian Dollar" and "CAD" mean lawful money of Canada.

"Canadian Share Pledge" means the Share Pledge Agreement dated as of October 1, 2002 (as reaffirmed by the Confirmation of Security dated as of the Closing Date) made by ROV Holding in favor of the Administrative Agent, for the benefit of the Lenders, in respect of the Equity Interests in Rayovac Canada Inc.

"Canadian Term Borrowing" means a borrowing consisting of simultaneous Canadian Term Loans having the same Interest Period made by each of the Canadian Term Lenders pursuant to Section 2.01(a).

"Canadian Term Commitment" means, as to each Canadian Term Lender, its obligation to make Canadian Term Loans to the U.S. Borrower pursuant to Section 2.01(a) in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule 2.01 under the caption "Canadian Term Commitment" or opposite such caption in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Canadian Term Facility" means, at any time, (a) on or prior to the Closing Date, the aggregate amount of the Canadian Term Commitments at such time and (b) thereafter, the aggregate principal amount of the Canadian Term Loans of all Canadian Term Lenders outstanding at such time.

"Canadian Term Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Canadian Term Commitment at such time and (b) at any time after the Closing Date, any Lender that holds Canadian Term Loans, at such time.

"Canadian Term Loan" means an advance made by any Canadian Term Lender under the Canadian Term Facility.

"Canadian Term Note" means a promissory note made by the U.S. Borrower in favor of a Canadian Term Lender evidencing Canadian Term Loans made by such Canadian Term Lender, in substantially the form of Exhibit C-1.

"Capital Expenditure Carryover Amount" has the meaning specified in Section 7.12.

"Capital Expenditures" means, with respect to any Person for any period, all expenditures that, in accordance with GAAP, would be required to be capitalized and shown on the consolidated balance sheet of the U.S. Borrower, but excluding expenditures made in connection with the replacement, substitution, restoration or trade-in of assets to the extent financed (a) from insurance proceeds (or other similar recoveries) paid on account of the loss of or damage to the assets being replaced or restored, (b) with awards of compensation arising from

the taking by eminent domain or condemnation of the assets being replaced, (c) proceeds received from assets Disposed of contemporaneously with such expenditure or (d) with a credit by the seller of such assets for the assets being simultaneously traded in.

"Capitalized Leases" means all leases that have been or should be, in accordance with GAAP, recorded as capitalized leases.

"Cash Collateral" has the meaning specified in Section 2.03(g).

"Cash Collateral Account" means a blocked, non-interest bearing deposit account of one or more of the Loan Parties at Bank of America or, in respect of non-U.S. Cash Collateral Accounts, at Bank of America or another commercial bank to the extent the Collateral Agent has a perfected security in such account, in each case, in the name of the Collateral Agent and under the sole dominion and control of the Collateral Agent, and otherwise established in a manner reasonably satisfactory to the Administrative Agent.

"Cash Collateralize" has the meaning specified in Section 2.03(g).

"Cash Equivalents" means any of the following types of Investments, to the extent owned by the U.S. Borrower or any of its Subsidiaries free and clear of all Liens (other than Liens permitted in the manner specified hereunder):

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America, an OECD Member, any member of the European Economic Union or any agency or instrumentality thereof having maturities of not more than 365 days from the date of acquisition thereof; provided that the full faith and credit of the United States of America, member of the European Economic Union or such OECD Member is pledged in support thereof;

(b) time deposits with, or insured certificates of deposit or bankers' acceptances of, any commercial bank that (each such bank an "Acceptable Bank") (i) (A) is a Lender, (B) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System or (C) is a member of the applicable central bank of any OECD Member or any member of the European Economic Union, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and (iii) has combined capital and surplus of at least U.S. $250,000,000 (or the equivalent in the applicable currency), in each case with maturities of not more than 365 days from the date of acquisition thereof;

(c) commercial paper issued by any Person organized under the laws of any state of the United States of America, any member state of the European Economic Union or any OECD Member or any Acceptable Bank and rated at least "Prime-1" (or the then equivalent grade) by Moody's or Fitch or at least "A-1" (or the then equivalent grade) by S&P, or guaranteed by any industrial company with long-term unsecured debt rating (at the time of investment) of at least AA by S&P or at least Aa by Moody's or

Fitch in each case with maturities of not more than 365 days from the date of acquisition thereof;

(d) investments, classified in accordance with GAAP as current assets of the U.S. Borrower or any of its Subsidiaries, in money market investment programs, which are administered by financial institutions that have the highest rating obtainable from either Moody's or S&P, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (a), (b) and (c) of this definition;

(e) repurchase agreements with any Lender or any primary dealer maturing within 365 days from the date of investment that are fully collateralized by investment instruments that would otherwise be Cash Equivalents; provided that the terms of such repurchase agreements comply with the guidelines set forth in the Federal Financial Institutions Examination Council Supervisory Policy -- Repurchase Agreements of Depository Institutions With Securities Dealers and Others, as adopted by the Comptroller of the Currency on October 31, 1985;

(f) sterling bills of exchange eligible for rediscount at the Bank of England and accepted by an Acceptable Bank (or their dematerialized equivalents);

(g) any other debt security approved by the Required Lenders; and

(h) any investment made by a Foreign Subsidiary in its jurisdiction of organization that is of similar credit quality and similar maturity (including character, quality and maturities) as one of the investments described in clause (a) - (f) above.

"Cayman Finance Co." means ROV International Finance Company, a Cayman Islands exempted company and a Subsidiary.

"Caymans Share Charges" means, collectively, (a) the Share Charge in respect of shares of Rayovac Overseas Corp. to be entered into by ROV Holding, (b) the Share Charge in respect of shares of ROV International Finance Company to be entered into by ROV Holding, and (c) the Share Charge in respect of shares of Rayovac PRC to be entered into by ROV Holding, in each case in form and substance satisfactory to the Administrative Agent.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980.

"CERCLIS" means the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the U.S. Environmental Protection Agency.

"CGMI" means Citigroup Global Markets Inc. and its successors.

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

"Change of Control" means, an event or series of events by which:

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) other than THLee or any group of which THLee is a member becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have "beneficial ownership" of all securities that such person or group has the right to acquire (such right, an "option right"), whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of 40% or more of the equity securities of the U.S. Borrower entitled to vote for members of the board of directors or equivalent governing body of the U.S. Borrower on a fully-diluted basis; or

(b) during any period of 12 consecutive months, a majority of the members of the board of directors or other equivalent governing body of the U.S. Borrower cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body or (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body (excluding, in the case of both clause (ii) and clause (iii), any individual whose initial nomination for, or assumption of office as, a member of that board or equivalent governing body occurs as a result of an actual or threatened solicitation of proxies or consents for the election or removal of one or more directors by any person or group other than a solicitation for the election of one or more directors by or on behalf of the board of directors), or

(c) any Person or two or more Persons (other than THLEE or any group of which THLEE is a member) acting in concert shall have acquired by contract or otherwise, or shall have entered into a contract or arrangement that, upon consummation thereof, will result in its or their acquisition of the power to exercise, directly or indirectly, a controlling influence over the management or policies of the U.S. Borrower, or control over the equity securities of the U.S. Borrower entitled to vote for members of the board of directors or equivalent governing body the U.S. Borrower on a fully-diluted basis (and taking into account all such securities that such "person" or "group" has the right to acquire pursuant to any option right) representing 40% or more of the combined voting power of such securities, or

(d) the giving of notice to the holders of either the 2013 Notes or the 2015 Notes that a "Change of Control" or any comparable term under, and as defined in, the 2013 Notes Indenture, or the 2015 Notes Indenture, respectively, shall have occurred.

"Chinese Facility" means a facility in an amount not to exceed the Equivalent in Yuan of U.S. $35,000,000 that is made available to a Subsidiary of the U.S. Borrower organized

under the laws of China pursuant to (i) a bilateral facility with a third party lender that is guaranteed by the U.S. Borrower, (ii) a bilateral facility with a third party lender and in connection therewith a Letter of Credit is issued to such third party lender under the U.S. Revolving Credit Facility or (iii) a revolving credit facility made available by certain Lenders hereunder.

"Closing Date" means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 10.01.

"Closing Date Dormant Subsidiaries" means Minera Vidaluz, S.A. de C.V., a corporation organized under the laws of Mexico, Zoe-Phos International N.V., a corporation organized under the laws of Netherlands Antilles, Rayovac Far East Limited, a company organized under the laws of Hong Kong, Rayovac Latin America, Ltd., a company organized under the laws of the Cayman Islands, Rayovac Foreign Sales Corporation, a corporation organized under the laws of Barbados, Remington Licensing Corporation, a corporation organized under the laws of the state of Delaware, Rayovac (UK) Ltd., a limited liability company organized under the laws of the United Kingdom, Varta Ltd., a limited liability company organized under the laws of the United Kingdom, Remington Consumer Products Ltd., a limited liability company organized under the laws of the United Kingdom, Rayovac Europe B.V., a limited liability company organized under the laws of the Netherlands, Brisco Electronics B.V., a limited liability company organized under the laws of the Netherlands, Rayovac Brasil Participacoes Ltda., a company organized under the laws of Brazil, Rayovac Battery Participacoes Ltda., a company organized under the laws of Brazil, Rayovac Honduras S.A., a company organized under the laws of Honduras, and Remington Products GmbH, a limited liability companyorganized under the laws of Germany.

"CNAI" means Citicorp North America, Inc.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Collateral" means all of the "Collateral", "Mortgaged Property" and "Pledged Shares" (or other similar terms) referred to in the Collateral Documents and intended under the terms of the Collateral Documents to be subject to Liens in favor of the Administrative Agent for the benefit of the Secured Parties.

"Collateral Documents" means, collectively, the Security Agreement, the Intellectual Property Security Agreement, the Mortgages, each of the Foreign Collateral Documents, the collateral assignments, Security Agreement Supplements, IP Security Agreement Supplements, pledge agreements or other similar agreements delivered to the Administrative Agent and the Lenders pursuant to Section 6.12, and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of the Administrative Agent for the benefit of the Secured Parties.

"Commitment" means a Canadian Term Commitment, a Dollar Term Commitment, a Euro Term Commitment or a Revolving Credit Commitment, as the context may require.

"Commitment Date" has the meaning specified in Section 2.16(b).

"Committed Loan Notice" means a notice of (a) a Term Borrowing, (b) a Revolving Credit Borrowing, (c) a conversion of Loans from one Type to the other, or (d) a continuation of Eurocurrency Rate Loans, pursuant to Section 2.02(a), which, if in writing, shall be substantially in the form of Exhibit A.

"Compliance Certificate" means a certificate substantially in the form of Exhibit D.

"Consolidated EBITDA" means, for any period, for the U.S. Borrower and its Subsidiaries on a consolidated basis, an amount equal to Consolidated Net Income for such period plus (a) the following to the extent deducted in calculating such Consolidated Net Income: (i) Consolidated Interest Charges for such period, (ii) the provision for Federal, state, local and foreign income taxes payable by the U.S. Borrower and its Subsidiaries for such period (iii) depreciation and amortization expense, (b) non-recurring losses or charges, including Restructuring Charges, (c) estimated synergies arising out of the Merger in an amount equal to $10 million for the fiscal quarter ended June 30, 2005, $7.5 million for the fiscal quarter ended September 30, 2005, $5 million for the fiscal quarter ended December 31, 2005 and $2.5 million for the fiscal quarter ended March 31, 2006 and (d) without duplication with clause (1) below, actual and projected cost savings and synergies implemented or reasonably expected to be implemented in the first four quarters following the consummation of any Acquisition, on a pro forma basis, so long as such adjustments are accompanied by a certificate of the chief financial officer of the U.S. Borrower and minus (e) to the extent included in calculating such Consolidated Net Income, (i) other extraordinary gains and losses for such period and (ii) non-recurring gains; provided that (1) with respect to any Acquisition made by the U.S. Borrower and its Subsidiaries during the period for which Consolidated EBITDA is calculated, Consolidated EBITDA shall be increased by the EBITDA of the Person or assets so acquired using the historical financial statements (including audited financial statements, to the extent applicable) for such Person and such Acquisition shall be deemed to have occurred on the first day of the relevant period for which such Consolidated EBITDA is calculated and (2) with respect to any Disposition of all or substantially all of the Equity Interests or property and assets of any Person or all or substantially all of the property and assets of a division of any Person made by the U.S. Borrower and its Subsidiaries during the period for which Consolidated EBITDA is calculated, Consolidated EBITDA shall be decreased by the EBITDA of the Person or assets so Disposed of using the historical financial statements (including audited financial statements, to the extent applicable) for such Person and such Disposition shall be deemed to have occurred on the first day of the relevant period for which such Consolidated EBITDA is calculated and all such adjustments to Consolidated EBITDA as specified in clauses (1) and (2) shall be accompanied by a certificate of the chief financial officer of the U.S. Borrower showing such calculations in reasonable detail; provided further that Consolidated EBITDA for each of the two fiscal quarters ending September 30, 2004 and December 31, 2004 shall be calculated on a pro forma basis giving effect to the Acquisition, as set forth in reasonable detail on a certificate of the Chief Financial Officer of the U.S. Borrower delivered to the Administrative Agent (such certificate to be reasonably satisfactory to the Administrative Agent).

"Consolidated Funded Indebtedness" means, as of any date of determination, for the U.S. Borrower and its Subsidiaries on a consolidated basis, the sum of (a) the outstanding principal amount of all obligations (including amounts drawn under both standby and

commercial letters of credit), whether current or long-term, for borrowed money (including Obligations hereunder) and all obligations evidenced by bonds, debentures, notes, loan agreements or other similar instruments, (b) all purchase money Indebtedness, (c) all direct obligations arising under bankers' acceptances, bank guaranties, surety bonds and similar instruments, (d) all obligations in respect of the deferred purchase price of property or services (other than trade accounts and accrued expenses payable in the ordinary course of business), (e) Attributable Indebtedness (other than Synthetic Debt), (f) without duplication, all Guarantees with respect to outstanding Indebtedness of the types specified in clauses (a) through (e) above of Persons other than the U.S. Borrower or any Subsidiary, (g) all Indebtedness of the types referred to in clauses (a) through (f) above of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which the U.S. Borrower or a Subsidiary is a general partner or joint venturer, unless such Indebtedness is expressly made non-recourse to the U.S. Borrower or such Subsidiary or is owed to the U.S. Borrower or a Subsidiary and (h) the Average Dollar Equivalent of any such Indebtedness denominated in a Foreign Currency minus the Equivalent in Dollars of any such Indebtedness denominated in a Foreign Currency.

"Consolidated Interest Charges" means, for any period, for the U.S. Borrower and its Subsidiaries on a consolidated basis, the sum of (a) all interest, premium payments, debt discount, fees, charges and related expenses of the U.S. Borrower and its Subsidiaries in connection with borrowed money (excluding capitalized interest, other than to the extent set forth in clause (b) below, and any amortization of such interest, premiums and other costs) or in connection with the deferred purchase price of assets, in each case to the extent treated as interest in accordance with GAAP and (b) the portion of rent expense of the U.S. Borrower and its Subsidiaries with respect to such period under Capitalized Leases that is treated as interest in accordance with GAAP. If the U.S. Borrower or any Subsidiary makes an Acquisition or a Disposition of all or substantially all of the Equity Interests or property and assets of any Person or all or substantially all of the property and assets of a division of any Person during any period, then for purposes of determining the Consolidated Interest Coverage Ratio and the Consolidated Leverage Ratio for such period, Consolidated Interest Charges shall be adjusted to account for all increases or decreases in Indebtedness directly related to such Acquisition or Disposition based on the assumption that such increase or decrease had occurred on the first day of such period rather than on the date of such Acquisition or Disposition, all as reasonably determined by the U.S. Borrower and certified in reasonable detail to the Administrative Agent and the Lenders.

"Consolidated Interest Coverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated EBITDA for the period of the four prior fiscal quarters ending on such date to (b) Consolidated Interest Charges for such period; provided that for purposes of calculating Consolidated Interest Charges with respect to the fiscal quarters ending June 30, 2005, September 30, 2005 and December 31, 2005, respectively, Consolidated Interest Charges shall be deemed to be (i) the actual Consolidated Interest Charges for the fiscal quarter ended June 30, 2005 multiplied by 4, (ii) the actual Consolidated Interest Charges for the two consecutive fiscal quarters ended September 30, 2005 multiplied by 2 and (iii) the actual Consolidated Interest Charges for the three consecutive fiscal quarters ended December 31, 2005, multiplied by 4/3, respectively.

"Consolidated Leverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Funded Indebtedness as of such date minus the aggregate principal amount of cash and Cash Equivalents held by the U.S. Borrower and its Subsidiaries on such date to (b) Consolidated EBITDA for the period of the four fiscal quarters most recently ended.

"Consolidated Net Income" means, for any period, for the U.S. Borrower and its Subsidiaries on a consolidated basis, the net income (or loss) of the U.S. Borrower and its Subsidiaries for that period, provided that the net income of any Subsidiary shall be excluded from Consolidated Net Income to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary from such income is not at the time permitted by the terms of its charter or by-laws or any judgment, decree, order, law, statute, rule, regulation, agreement, indenture or other instrument (other than any agreement, indenture or other instrument the breach of which could not reasonably be expected to result in a Material Adverse Effect) which is binding on such Subsidiary.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound other than the Loan Documents.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Credit Extension" means each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

"Debt Rating" means, as of any date of determination, the rating as determined by either S&P or Moody's (collectively, the "Debt Ratings") of the U.S. Borrower's non-credit-enhanced, senior unsecured long-term debt; provided that if (i) a Debt Rating is issued by each of the foregoing rating agencies, then the worse of such Debt Ratings shall apply (with the Debt Rating for Pricing Level 1 being the worst and the Debt Rating for Pricing Level 2 being the best) and (ii) either S&P or Moody's shall change the basis on which ratings are established by it, each reference to the Debt Rating announced by S&P or Moody's shall refer to the then equivalent rating by S&P or Moody's, as the case may be.

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

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Rate, if any, applicable to Base Rate Loans plus (iii) 2.0% per annum; provided, however, that with respect to

a Eurocurrency Rate Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan plus 2.0% per annum and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Rate plus 2.0% per annum.

"Defaulting Lender" means any Lender that (a) has failed to fund any portion of the Term Loans, Revolving Credit Loans, participations in L/C Obligations or participations in Swing Line Loans or Foreign Currency Revolving Credit Loans required to be funded by it hereunder within one Business Day of the date required to be funded by it hereunder, (b) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within one Business Day of the date when due, unless the subject of a good faith dispute, or (c) has been deemed insolvent or become the subject of a bankruptcy or insolvency proceeding.

"Disposition" or "Dispose" means the sale, transfer, or other disposition (including any sale and leaseback transaction but excluding other license or lease arrangements) of any property by any Person (or the granting of any option or other right to do any of the foregoing), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"Documentation Agent" means Merrill Lynch in its capacity as documentation agent hereunder.

"Dollar" and "$" mean lawful money of the United States.

"Dollar Honor Date" has the meaning specified in Section 2.03(c)(i).

"Dollar L/C Advance" means, with respect to each U.S. Revolving Credit Lender, such Lender's funding of its participation in any Dollar L/C Borrowing in accordance with its Applicable Percentage.

"Dollar L/C Borrowing" means an extension of credit resulting from a drawing under any Dollar Letter of Credit which has not (a) been reimbursed within one Business Day following the date when made or (b) refinanced as a U.S. Revolving Credit Borrowing.

"Dollar L/C Obligations" means, as at any date of determination, the aggregate amount available to be drawn under all outstanding Dollar Letters of Credit plus the aggregate of all Unreimbursed Dollar Amounts, including all Dollar L/C Borrowings. For purposes of computing the amount available to be drawn under any Dollar Letter of Credit, the amount of such Dollar Letter of Credit shall be determined in accordance with Section 1.06. For all purposes of this Agreement, if on any date of determination a Dollar Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Dollar Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"Dollar Letter of Credit" means any letter of credit issued hereunder that is denominated in Dollars and shall include the Existing Letters of Credit. A Dollar Letter of Credit may be a commercial letter of credit or a standby letter of credit.

"Dollar Letter of Credit Expiration Date" means the day that is seven days prior (or such later date determined in the sole discretion of the L/C Issuer) to the Maturity Date then in effect for the U.S. Revolving Credit Facility (or, if such day is not a Business Day, the next preceding Business Day).

"Dollar Letter of Credit Fee" has the meaning specified in Section 2.03(i).

"Dollar Letter of Credit Sublimit" means an amount equal to $50,000,000. The Dollar Letter of Credit Sublimit is part of, and not in addition to, the U.S. Revolving Credit Facility. If a Chinese Facility contemplated by clause (ii) of the definition thereof is entered into, the Dollar Letter of Credit Sublimit shall be increased by the amount of such Chinese Facility solely to the extent that a Letter of Credit hereunder is issued in connection with such Chinese Facility.

"Dollar Swing Line" means the Dollar revolving credit facility made available by the Swing Line Lender pursuant to Section 2.06.

"Dollar Swing Line Borrowing" means a borrowing of a Dollar Swing Line Loans pursuant to Section 2.06.

"Dollar Swing Line Loan" has the meaning specified in Section 2.06(a).

"Dollar Swing Line Sublimit" means at any time an amount equal to the lesser of (a) U.S.$15,000,000 and (b) the U.S. Revolving Credit Facility at such time. The Dollar Swing Line Sublimit is part of, and not in addition to, the U.S. Revolving Credit Facility Commitments.

"Dollar Term Borrowing" means a borrowing consisting of simultaneous Dollar Term Loans of the same Type and, in the case of Eurocurrency Rate Loans, having the same Interest Period made by each of the Dollar Term Lenders pursuant to Section 2.01(b).

"Dollar Term Commitment" means, as to each Dollar Term Lender, its obligation to make Dollar Term Loans to the U.S. Borrower pursuant to Section 2.01(b) in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule 2.01 under the caption "Dollar Term Commitment" or opposite such caption in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Dollar Term Facility" means, at any time, (a) on or prior to the Closing Date, the aggregate amount of the Dollar Term Commitments at such time and (b) thereafter, the aggregate principal amount of the Dollar Term Loans of all Dollar Term Lenders outstanding at such time.

"Dollar Term Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Dollar Term Commitment at such time and (b) at any time after the Closing Date, any Lender that holds Dollar Term Loans at such time.

"Dollar Term Loan" means an advance made by any Dollar Term Lender under the Dollar Term Facility.

"Dollar Term Note" means a promissory note made by the U.S. Borrower in favor of a Dollar Term Lender evidencing Dollar Term Loans made by such Dollar Term Lender, in substantially the form of Exhibit C-1.

"Domestic Subsidiary" means any Subsidiary that is organized under the laws of any political subdivision of the United States.

"Dormant Subsidiaries" means each of the Closing Date Dormant Subsidiaries, and any other Subsidiary so designated by the U.S. Borrower in a certificate to the Administrative Agent as to the matters below, so long as, in the case of each such Closing Date Dormant Subsidiary and each Subsidiary so designated, (a) all such Persons do not have consolidated assets with a fair market value in the aggregate in excess of 2.5% of the Total Assets and (b) any such Person transacts no business other than business required to maintain such Person's existence; provided that no Subsidiary may be a Dormant Subsidiary if the U.S. Borrower or any of its other Subsidiaries provides any credit support thereto or is liable in any respect for the liabilities thereof greater in the aggregate than such person's fair market value.

"Eligible Assignee" means (a) a Lender; (b) an Affiliate of a Lender; (c) an Approved Fund; and (d) any other Person (other than a natural person) approved by (i) the Administrative Agent, (ii) in the case of any assignment of a Revolving Commitment, the L/C Issuer and the Swing Line Lender, and (iii) unless an Event of Default under Sections 8.01(f) or (g) has occurred and is continuing, the U.S. Borrower (each such approval not to be unreasonably withheld or delayed); provided that notwithstanding the foregoing, "Eligible Assignee" shall not include the Borrowers or any of their Affiliates or Subsidiaries.

"Environmental Action" means any suit, notice of non-compliance or violation, notice of liability, investigation, proceeding or consent order relating in any way to any Environmental Law, Environmental Permit or Hazardous Material.

"Environmental Laws" means any and all Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrowers, any other Loan Party or any of their respective Subsidiaries 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.

"Environmental Permit" means any permit, approval, identification number, license or other authorization required under any Environmental Law.

"Equity Interests" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"Equivalent" in Dollars of any Foreign Currency on any date means the equivalent in Dollars of such Foreign Currency determined by using the prevailing foreign exchange spot rate of the Administrative Agent and the "Equivalent" in any Foreign Currency of Dollars on any date means the equivalent in such Foreign Currency of Dollars determined by using the prevailing foreign exchange spot rate of the Administrative Agent for such date.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with the U.S. Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by the U.S. Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by the U.S. Borrower or any ERISA Affiliate from a Multiemployer Plan, or notification that a Multiemployer Plan is in reorganization or has been terminated, within the meaning of Title IV of ERISA; (d) the filing of a notice of intent to terminate, the treatment of a Pension Plan amendment as a termination under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; (f) the application for a minimum funding waiver with respect to a Pension Plan; (g) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the U.S. Borrower or any ERISA Affiliate; or (h) any other event similar to those described under (a) - (g) with respect to any Foreign Plan.

"Euro" and "(euro)" means the single currency of the participating members of the European Union.

"Euro Borrower" has the meaning specified in the introductory paragraph hereto.

"Euro Honor Date" has the meaning specified in Section 2.04(c)(i).

"Euro L/C Advance" means, with respect to each Euro Revolving Credit Lender, such Lender's funding of its participation in any Euro L/C Borrowing in accordance with its Applicable Percentage.

"Euro L/C Borrowing" means an extension of credit resulting from a drawing under any Euro Letter of Credit which has not (a) been reimbursed within one Business Day following the date when made or (b) refinanced as a Euro Revolving Credit Borrowing.

"Euro L/C Obligations" means, as at any date of determination, the aggregate amount available to be drawn under all outstanding Euro Letters of Credit plus the aggregate of all Unreimbursed Euro Amounts, including all Euro L/C Borrowings. For purposes of computing the amount available to be drawn under any Euro Letter of Credit, the amount of such Euro Letter of Credit shall be determined in accordance with Section 1.06. For all purposes of this Agreement, if on any date of determination a Euro Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Euro Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"Euro Letter of Credit" means any letter of credit issued hereunder that is denominated in Euros. A Euro Letter of Credit may be a commercial letter of credit or a standby letter of credit.

"Euro Letter of Credit Expiration Date" means the day that is seven days prior (or such later date determined in the sole discretion of the L/C Issuer) to the Maturity Date then in effect for the Euro Revolving Credit Facility (or, if such day is not a Business Day, the next preceding Business Day).

"Euro Letter of Credit Fee" has the meaning specified in Section 2.04(i).

"Euro Letter of Credit Sublimit" means an amount equal to the Euro Revolving Credit Facility. The Euro Letter of Credit Sublimit is part of, and not in addition to, the Euro Revolving Credit Facility.

"Euro Reduction Amount" has the meaning set forth in Section 2.07(b)(ix).

"Euro Revolving Credit Borrowing" means a borrowing consisting of simultaneous Euro Revolving Credit Loans to the Euro Borrower having the same Interest Period made by each of the Euro Revolving Credit Lenders pursuant to Section 2.01(e).

"Euro Revolving Credit Commitment" means, as to each Euro Revolving Credit Lender, its obligation to (a) make Euro Revolving Credit Loans to the Euro Borrower pursuant to Section 2.01(e), (b) purchase participations in Euro L/C Obligations and (c) purchase participations in Euro Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule 2.01

under the caption "Euro Revolving Credit Commitment" or opposite such caption in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Euro Revolving Credit Facility" means, at any time, the aggregate amount of the Euro Revolving Credit Lenders' Euro Revolving Credit Commitments at such time.

"Euro Revolving Credit Lender" means, at any time, any Lender that has a Euro Revolving Credit Commitment at such time.

"Euro Revolving Credit Loan" has the meaning specified in Section 2.01(e).

"Euro Revolving Credit Note" means a promissory note made by the Euro Borrower in favor of a Euro Revolving Credit Lender evidencing Euro Revolving Credit Loans or Euro Swing Line Loans, as the case may be, made by such Euro Revolving Credit Lender, in substantially the form of Exhibit C-3.

"Euro Swing Line" means the Euro revolving credit facility made available by the Swing Line Lender pursuant to Section 2.06.

"Euro Swing Line Borrowing" means a borrowing of a Euro Swing Line Loans pursuant to Section 2.06.

"Euro Swing Line Loan" has the meaning specified in Section 2.06(b).

"Euro Swing Line Sublimit" means at any time an amount equal to the lesser of (a) (euro)5,000,000 and (b) the Euro Revolving Credit Facility at such time. The Euro Swing Line Sublimit is part of, and not in addition to, the Euro Revolving Credit Facility Commitments.

"Euro Term Borrowing" means a borrowing consisting of simultaneous Euro Term Loans having the same Interest Period made by each of the Euro Term Lenders pursuant to Section 2.01(c).

"Euro Term Commitment" means, as to each Euro Term Lender, its obligation to make Euro Term Loans to the U.S. Borrower pursuant to Section 2.01(c) in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule 2.01 under the caption "Euro Term Commitment" or opposite such caption in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Euro Term Facility" means, at any time, (a) on or prior to the Closing Date, the aggregate amount of the Euro Term Commitments at such time and (b) thereafter, the aggregate principal amount of the Euro Term Loans of all Euro Term Lenders outstanding at such time.

"Euro Term Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Euro Term Commitment at such time and (b) at any time after the Closing Date, any Lender that holds Euro Term Loans at such time.

"Euro Term Loan" means an advance made by any Euro Term Lender under the Euro Term Facility.

"Euro Term Note" means a promissory note made by the U.S. Borrower in favor of a Euro Term Lender evidencing Euro Term Loans made by such Euro Term Lender, in substantially the form of Exhibit C-1.

"Eurocurrency Rate" means, for any Interest Period, with respect to a Eurocurrency Rate Loan, the rate per annum (rounded upward, if necessary, to the next 1/100th of 1%) determined by the Administrative Agent as follows:

$$\text{Eurocurrency Rate} = \frac{\text{Eurocurrency Base Rate}}{1.00 - \text{Eurocurrency Reserve Percentage}}$$

Where,

"Eurocurrency Base Rate" means, for such Interest Period, the rate per annum equal to the British Bankers Association LIBOR Rate ("BBA LIBOR"), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as designated by the Administrative Agent from time to time) at approximately 11.00 a.m., London time, two Business Days prior to the commencement of such Interest Period, for deposits in Dollars or the applicable Foreign Currency other than Pounds Sterling and at approximately 11:00a.m. London time on the first day of such Interest Period for deposits in Pound Sterling (in each case, for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period. If such rate is not available at such time for any reason, then the "Eurocurrency Base Rate" for such Interest Period shall be the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars or the applicable Foreign Currency for delivery on the first day of such Interest Period in same day funds in the approximate amount of the Eurocurrency Rate Loan being made, continued or converted by Bank of America and with a term equivalent to such Interest Period would be offered by Bank of America's London Branch to major banks in the London interbank eurocurrency market at their request at approximately 11:00 a.m. (London time) two Business Days prior to the first day of such Interest Period.

"Eurocurrency Rate Loan" means a Loan that bears interest at a rate based on the Eurocurrency Rate.

"Eurocurrency Reserve Percentage" means for any day during any Interest Period the reserve percentage (expressed as a decimal, carried out to five decimal places) in effect on such day, whether or not applicable to any Lender, under regulations issued from time to time by the FRB for determining the maximum reserve requirement (including any emergency, supplemental or other marginal reserve requirement) with respect to Eurocurrency funding (currently referred to as "Eurocurrency liabilities"). The Eurocurrency Rate for each

outstanding Eurocurrency Rate Loan shall be adjusted automatically as of the effective date of any change in the Eurocurrency Reserve Percentage.

"Eurodollar Rate Loan" means any Eurocurrency Loan denominated in Dollars.

"Event of Default" has the meaning specified in Section 8.01.

"Excess Cash Flow" means, for any period, the remainder of

(a) the sum of (i) Consolidated EBITDA for such period

plus

(ii) the aggregate amount of all extraordinary cash gains received by the U.S. Borrower and its Subsidiaries during such period

less

(b) the sum, without duplication, of

(i) repayments of principal of Term Loans pursuant to Section 2.08, scheduled principal payments arising with respect to any other long-term Indebtedness of the U.S. Borrower and its Subsidiaries, and the portion of any scheduled payments with respect to Capital Leases allocable to principal, in each case made during such period,

plus

(ii) voluntary prepayments of the Term Loans pursuant to Section 2.07(a), voluntary principal prepayments arising with respect to any other Indebtedness of the U.S. Borrower and its Subsidiaries and permanently reducing such Indebtedness, and the portion of any voluntary prepayments with respect to Capital Leases allocable to principal, in each case to the extent permitted hereunder and made during such period,

plus

(iii) mandatory prepayments of the Term Loans pursuant to Section 2.07(b)(ii), (iii) and (iv) made during such period to the extent that the applicable Net Cash Proceeds applied to such mandatory prepayments were taken into account in calculating Consolidated EBITDA for such period,

plus

(iv) cash payments made in such period with respect to Capital Expenditures,

plus

(v) all federal, state, local and foreign Taxes paid by the U.S. Borrower and its Subsidiaries during such period,

plus

(vi) the cash component of Consolidated Interest Charges of the U.S. Borrower and its Subsidiaries during such period,

plus

(vii) cash Restricted Payments permitted under Section 7.06 and paid by the U.S. Borrower and its Subsidiaries during such period,

plus

(viii) non-recurring cash charges (including, without limitation, cash Restructuring Charges),

plus

(ix) proceeds received by or on behalf of the U.S. Borrower and its Subsidiaries from insurance claims with respect to casualty events, business interruption or product recalls which reimburse prior business expenses, to the extent such proceeds were taken into account when calculating Consolidated EBITDA for such period,

plus

(x) cash expenses or charges incurred in connection with or in contemplation of any Investment permitted under Section 7.03, issuance of Equity Interests permitted hereunder and issuance or incurrence of Indebtedness permitted by Section 7.02 (whether or not consummated),

plus

(xi) to the extent not deducted in calculating Consolidated EBITDA, fees and expenses (including any applicable premium) in connection with the Refinancing or exchanges, redemptions or refinancings permitted by this Agreement, in each case to the extent incurred during such period,

plus

(xii) cash expenses incurred in connection with deferred compensation arrangements in connection with the Nu-Gro Transaction and the UPG Acquisition,

plus

(xiii) cash from operations used to consummate a Permitted Acquisition,

plus

(xiv) Net Cash Proceeds of permitted equity issuances, to the extent such proceeds were taken into account when calculating Consolidated EBITDA for such period,

plus

(xv) Net Cash Proceeds received during such period pending reinvestment in accordance with the provisions of Section 2.07(b), to the extent such proceeds were taken into account when calculating Consolidated EBITDA for such period

plus

(xvi) cash payments made in satisfaction of non-current liabilities,

plus

(xvii) the aggregate amount of all extraordinary cash charges made by the Borrower and its Subsidiaries during such period plus/minus changes in working capital.

"Excluded Taxes" means, with respect to the Administrative Agent, any Lender, the L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of the Borrowers hereunder, (a) Taxes imposed on or measured by its overall net income (however denominated), and franchise Taxes imposed on it (in lieu of net income Taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or in which it otherwise does business or, in the case of any Lender, in which its applicable Lending Office is located or in which it otherwise does business, (b) any branch profits taxes imposed by the United States or any similar Tax imposed by any other jurisdiction in which the Borrowers are located, (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by a Borrower under Section 10.14), any (i) United States withholding tax with respect to the U.S. Borrower, (ii) German withholding tax with respect to the Euro Borrower and (iii) United Kingdom withholding tax with respect to the UK Borrower, in each case that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office) or is attributable to such Foreign Lender's failure or inability (other than as a result of a Change in Law) to comply with Section 3.01(f), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the applicable Borrower with respect to such Tax pursuant to Section 3.01(a) and (d) in the case of a Lender that is neither a Foreign Lender nor a Lender in respect of a Loan made to a Borrower incorporated in the United Kingdom (to which the provisions of Section 3.01(h) apply), in each case other than an assignee pursuant to a request by a Borrower under Section 10.14, any Tax that is imposed on amounts payable to such Lender at the time such Lender becomes a party hereto (or designates a new Lending Office) or is attributable to such Lender's failure or inability (other than as a result of a Change in Law) to comply with Section 3.01(f), except to the extent that such Lender (or its assignor, if any) was

entitled at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the applicable Borrower with respect to such Tax pursuant to Section 3.01(a).

"Existing Letters of Credit" means the letters of credit outstanding under the Existing Rayovac Credit Agreement and the Existing UIC Credit Agreement, as set forth on Schedule V.

"Existing Rayovac Credit Agreement" means has the meaning specified in the preliminary statements hereto.

"Existing UIC Credit Agreement" means that certain Amended and Restated Credit Agreement dated as of July 30, 2004 among UIC as borrower, Bank of America, N.A. as administrative agent, and the lenders party thereto.

"Facility" means the Canadian Term Facility, the Dollar Term Facility, the Euro Term Facility, the U.S. Revolving Credit Facility, the Euro Revolving Credit Facility, the UK Revolving Credit Facility, the Dollar Swing Line Sublimit, the Euro Swing Line Sublimit, the UK Swing Line Sublimit, the Dollar Letter of Credit Sublimit, the Euro Letter of Credit Sublimit or the UK Letter of Credit Sublimit, as the context may require.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to Bank of America on such day on such transactions as determined by the Administrative Agent.

"Fee Letter" means the letter agreement, dated January 3, 2005 among the U.S. Borrower, the Administrative Agent and the Joint Book Managers.

"Fitch" means Fitch Ratings and any successor thereto.

"Foreign Collateral Documents" means the Canadian Share Pledge, the Netherlands Share Pledge, the Caymans Share Charges, the German Account Pledge Agreement, the German Share Pledges, the German Global Assignment Agreement, the German Security Transfer Agreement and any other Collateral Document governed by laws other than laws of the U.S. or a subdivision thereof.

"Foreign Currency" means Euro, Canadian Dollars or Pounds Sterling.

"Foreign Government Scheme or Arrangement" has the meaning specified in Section 5.12(d).

"Foreign Lender" means any Lender that is organized under the laws of a jurisdiction other than the United States, each State thereof and the District of Columbia.

"Foreign Plan" has the meaning specified in Section 5.12(c).

"FRB" means the Board of Governors of the Federal Reserve System of the United States.

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

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, which are applicable to the circumstances as of the date of determination.

"German Account Pledge Agreement" means the account pledge agreement to be entered into with respect to the accounts of the Euro Borrower.

"German Collateral Agreement" means any Foreign Collateral Document governed by the Laws of the Federal Republic of Germany.

"German Finance Co." means ROV German Finance GmbH.

"German Global Assignment" means the Global Assignment Agreement dated as of October 1, 2002 (as amended by the Global Amendment Agreement dated as of the Closing Date) between the Euro Borrower, as assignor, and the Administrative Agent, as assignee.

"German Loan Party" has the meaning specified in Section 7.20.

"German Security Interest" has the meaning specified in Section 9.02(a).

"German Security Transfer Agreement" means the Security Transfer Agreement dated as of October 1, 2002 (as amended by the Global Amendment Agreement dated as of the Closing Date) between the Euro Borrower, as transferor, and the Administrative Agent, as transferee.

"German Share Pledges" means, collectively, (a) one or more share pledges to be entered into with respect to the Equity Interests of (i) ROV German General Partner GmbH, (ii) ROV German Limited GmbH, and (iii) the Euro Borrower and (b) the Rayovac Europe GmbH Share Pledge."

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising

executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Granting Lender" has the meaning specified in Section 10.06(h).

"Guarantee" means, as to any Person, any (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"Guarantors" means, collectively, the ROV Guarantors, the KGaA Guarantors, the UK Guarantors and each other Subsidiary of the U.S. Borrower that shall be required to execute and deliver a guaranty or guaranty supplement pursuant to Section 6.12.

"Hazardous Materials" means all radioactive substances, radioactive wastes, hazardous or toxic substances, hazardous or toxic wastes, or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, hazardous materials and all other substances or wastes of any nature regulated as hazardous, toxic or pollutants pursuant to any Environmental Law.

"Hedge Bank" means any Person that is a Lender or an Affiliate of a Lender, in its capacity as a party to a Secured Hedge Agreement.

"Increase Date" has the meaning specified in Section 2.16(a).

"Increasing Lender" has the meaning specified in Section 2.16(b).

"Incremental Commitments" has the meaning specified in Section 2.16(a).

"Incremental Facility" has the meaning specified in Section 2.16(a).

"Incremental Revolving Credit Facility" has the meaning specified in Section 2.16(a).

"Incremental Term Facility" has the meaning specified in Section 2.16(a).

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, each to the extent treated as indebtedness or liabilities in accordance with GAAP:

(a) all indebtedness of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments;

(c) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts and accrued expenses payable in the ordinary course of business);

(d) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements) in an amount up to the lesser of the amount of indebtedness so secured and the fair market value of the property securing such indebtedness, whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(e) all Attributable Indebtedness;

(f) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any cash payment in respect of any Equity Interest in such Person or any other Person or any warrant, right or option to acquire such Equity Interest, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; and

(g) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly made non-recourse to such Person.

"Indemnified Taxes" means Taxes arising from any payment hereunder or under any other Loan Document other than Excluded Taxes.

"Indemnitees" has the meaning specified in Section 10.04(b).

"Information" has the meaning specified in Section 10.07.

"Information Memorandum" means the Information Memorandum dated January 2005 used by the Arrangers in connection with the syndication of the Commitments.

"Intellectual Property Security Agreement" has the meaning specified in Section 4.01(a)(iv).

"Interest Payment Date" means, (a) as to any Loan other than a Base Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date of the Facility under which such Loan was made; provided, however, that if any Interest Period for a Eurocurrency Rate Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; and (b) as to any Base Rate Loan (including a Dollar Swing Line Loan), the last Business Day of each March, June, September and December and the Maturity Date of the Facility under which such Loan was made.

"Interest Period" means, as to each Eurocurrency Rate Loan, the period commencing on the date such Eurocurrency Rate Loan is disbursed or converted to or continued as a Eurocurrency Rate Loan and ending on the date one, two, three or six months thereafter, as selected by the applicable Borrower in its Committed Loan Notice or, to the extent available to all applicable Lenders, nine or twelve months thereafter or, in respect of the initial Credit Extension and solely to the extent provided in Section 2.02(f), 64 days or 98 days thereafter; provided that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless (i) such Business Day falls in another calendar month or (ii) such Business Day falls more than 365 days after the commencement of such Interest Period (or if such Interest Period includes February 29, 366 days), in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(c) no Interest Period shall extend beyond the Maturity Date of the Facility under which such Loan was made.

"Internal Control Event" means a material fraud that involves management employees who have a significant role in the U.S. Borrower's internal controls over financial reporting, in each case as described in the Securities Laws.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt interest in, another

Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit or all or a substantial part of the business of, such Person. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

"IP Rights" has the meaning specified in Section 5.16.

"IP Security Agreement Supplement" has the meaning specified in Section 12(f) of the Security Agreement.

"IRB Debt" means Indebtedness of the U.S. Borrower arising as a result of the issuance of tax-exempt industrial revenue bonds or similar tax-exempt public financing.

"IRS" means the United States Internal Revenue Service.

"ISP" means, with respect to any Letter of Credit, the "International Standby Practices 1998" published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance).

"Issuer Documents" means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by the L/C Issuer and any Borrower (or any Subsidiary) or in favor of the L/C Issuer and relating to any such Letter of Credit.

"KGaA Guarantors" means, collectively, the U.S. Borrower, the Subsidiaries of the U.S. Borrower listed on Schedule I and each other Subsidiary of the U.S. Borrower that shall be required to execute and deliver a guaranty or guaranty supplement pursuant to Section 6.12(a)(i)(B).

"KGaA Guaranty" means, collectively, the KGaA Guaranty made by the KGaA Guarantors in favor of the Administrative Agent, the L/C Issuers and the Lenders, substantially in the form of Exhibit F-2, together with each other guaranty and guaranty supplement delivered pursuant to Section 6.12(a)(i)(B).

"Laws" means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, regulations, ordinances and codes, and all applicable administrative orders and agreements with, any Governmental Authority, in each case having the force of law.

"L/C Advance" means, as the context may require, any or all of the Dollar L/C Advances, Euro L/C Advances and UK L/C Advances.

"L/C Borrowing" means as the context may require, any or all of the Dollar L/C Borrowings, Euro L/C Borrowings or UK L/C Borrowings.

"L/C Credit Extension" means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

"L/C Issuer" means Bank of America in its capacity as issuer of Letters of Credit hereunder, or any successor issuer of Letters of Credit hereunder.

"L/C Obligations" means, any or all of, as the context may require, the Dollar L/C Obligations, Euro L/C Obligations or UK L/C Obligations.

"Lender" has the meaning specified in the introductory paragraph hereto and, as the context requires, includes the Swing Line Lender.

"Lending Office" means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrowers under the Facilities as to which such Lender has a Commitment and the Administrative Agent.

"Letter of Credit" means, as the context requires, one or all of Dollar Letters of Credit, Euro Letters of Credit and UK Letters of Credit.

"Letter of Credit Application" means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the L/C Issuer.

"Letter of Credit Expiration Date" means, as the context requires, the Dollar Letter of Credit Expiration Date, the Euro Letter of Credit Expiration Date, or the UK Letter of Credit Expiration Date.

"Letter of Credit Fee" means any or all of (as the context requires) a Dollar Letter of Credit Fee, Euro Letter of Credit Fee or UK Letter of Credit Fee.

"Letter of Credit Sublimit" means, as the context may require, the Dollar Letter of Credit Sublimit, the Euro Letter of Credit Sublimit or the UK Letter of Credit Sublimit.

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing but not including the interest of a lessor under an operating lease).

"Loan" means an extension of credit by a Lender to a Borrower under Article II in the form of a Term Loan, a Revolving Credit Loan or a Swing Line Loan.

"Loan Documents" means, collectively, (a) this Agreement, (b) the Notes, (c) the ROV Guaranty, (d) the KGaA Guaranty, (e) the UK Guaranty, (f) the Collateral Documents, (g) the Fee Letter, (h) each Issuer Document, (i) each Secured Hedge Agreement and (j) each agreement evidencing a Qualified Foreign Credit Facility or a Guarantee thereof; provided, that for purposes of Articles IV through VIII, "Loan Documents" shall not include Secured Hedge Agreements or agreements evidencing Qualified Foreign Credit Facilities or a Guarantee thereof.

"Loan Parties" means, collectively, each Borrower and each Guarantor.

"Managing Agent" means Merrill Lynch in its capacity as managing agent.

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the operations, business, assets or condition (financial or otherwise) of the U.S. Borrower and its Subsidiaries, taken as a whole; (b) a material impairment of the rights and remedies of the Administrative Agent or any Lender under any Loan Document, or of the ability of the Loan Parties, taken as a whole, to perform the obligations under the Loan Documents; or (c) as of the Closing Date, a reasonable expectation of the Arrangers that the Senior Credit Facilities, the Acquisition or the Merger, could be materially adversely affected.

"Maturity Date" means (a) with respect to the U.S. Revolving Credit Facility, the earlier of (i) February 6, 2011 and (ii) the date of termination in whole of the U.S. Revolving Credit Commitments pursuant to Section 2.08 or 8.02, (b) with respect to the Euro Revolving Credit Facility, the earlier of (i) February 6, 2011 and (ii) the date of termination in whole of the Euro Revolving Credit Commitments pursuant to Section 2.08 or 8.02, (c) with respect to the UK Revolving Credit Facility, the earlier of (i) February 6, 2011 and (ii) the date of termination in whole of the UK Revolving Credit Commitments pursuant to Section 2.08 or 8.02 and (d) with respect to each of the Term Facilities, the earlier of (i) February 6, 2012 and (ii) the date of termination in whole of the Term Commitments pursuant to Section 2.08 or 8.02.

"Maximum Rate" has the meaning specified in Section 10.10.

"Merger" has the meaning specified in the Preliminary Statements to this Agreement.

"Merger Agreement" has the meaning specified in the Preliminary Statements to this Agreement.

"Merrill Lynch" means Merrill Lynch Capital Corporation and its successors.

"MLPF&S" means Merrill Lynch, Pierce, Fenner & Smith and its successors.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage" has the meaning specified in Section 6.18(a).

"Mortgage Amendment" means an amendment, substantially in the form of Exhibit H-2, to a Mortgage previously executed by any Loan Party or Subsidiary.

"Mortgage Policy" has the meaning specified in Section 6.18(a).

"Mortgage Properties" shall mean the fee owned real properties and the leasehold interests listed on Schedule 6.18 hereto.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the U.S. Borrower or any ERISA Affiliate makes or is obligated to make contributions.

"Net Cash Proceeds" means:

(a) with respect to any Disposition by the U.S. Borrower or any of its Subsidiaries, the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such transaction (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) over (ii) the sum of (A) the principal amount of any Indebtedness that is secured by the applicable asset or owed by a Subsidiary and that is required to be repaid in connection with such transaction (other than Indebtedness under the Loan Documents), together with any interest, premium or penalties required to be paid in connection therewith, (B) the direct costs and expenses (including sales commissions and legal, accounting and investment banking fees but excluding costs and expenses owed to any Affiliate of the U.S. Borrower (other than THLee)) incurred by the U.S. Borrower or such Subsidiary in connection with such transaction, (C) Taxes reasonably estimated to be actually payable within two years of the date of the relevant transaction as a result of any gain recognized in connection therewith and (D) any reserve for adjustment in respect of (x) sale price of such assets established in accordance with GAAP and (y) any liabilities associated with such asset or assets and retained by the Borrowers or any of their respective Subsidiaries after such sale or other disposition thereof, including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnifications obligations associated with such transaction; and

(b) with respect to the incurrence or issuance of any Indebtedness by the U.S. Borrower or any of its Subsidiaries, the excess of (i) the sum of the cash and Cash Equivalents received in connection with such transaction over (ii) the sales and underwriting discounts, fees and commissions, and other direct costs and expenses (including legal, accounting and investment banker fees), incurred by the U.S. Borrower or such Subsidiary in connection therewith.

"Netherlands Share Pledge" means the share pledge to be entered into in respect of the Equity Interests of Varta B.V., in form and substance satisfactory to the Administrative Agent.

"Newco" has the meaning specified in the Preliminary Statements to this Agreement.

"Non-Consenting Lender" has the meaning specified in Section 10.01.

"Non-Dollar Letters of Credit" means the Existing Letters of Credit listed on Schedule V that are denominated in a currency other than Dollars.

"NonExtension Notice Date" has the meaning specified in Section 2.03(b)(iii).

"Note" means a Term Note or a Revolving Credit Note, as the context may require.

"NPL" means the National Priorities List under CERCLA.

"NuGro Transaction" means the acquisition by UIC of all the equity interests of The Nu-Gro Corporation, an Ontario corporation, as consummated on April 30, 2004, and each of the related transactions entered into on April 30, 2004, in each case, as permitted under and specified by that certain Credit Agreement dated as of April 30, 2004 among UIC, as borrower, certain banks, financial institutions and other institutional lenders party thereto and Bank of America, as administrative agent for the lenders thereunder.

"Obligations" means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

"OECD" means the Organization for Economic Cooperation and Development.

"OECD Member" means a country that signed or ratified the Convention on the Organisation for Economic Cooperation and Development and is thus a member of OECD.

"Organization Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"Other Taxes" means all present or future stamp, documentary, excise, property, intangible, mortgage recording or similar taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"Outstanding Amount" means, without duplication, (a) with respect to Term Loans, Revolving Credit Loans and Swing Line Loans on any date, the aggregate outstanding principal amount thereof (calculated in respect of Loans denominated in a Foreign Currency on the Equivalent thereof in Dollars at such time) after giving effect to any borrowings and prepayments or repayments of Term Loans, Revolving Credit Loans and Swing Line Loans, as the case may be, occurring on such date; and (b) with respect to any L/C Obligations on any date,

the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by a Borrower of Unreimbursed Amounts.

"Overnight Rate" means with respect to any Euro Swing Line Loan, UK Swing Line Loan or any unpaid sum denominated in a currency other than Dollars, the rate of interest per annum determined by the Administrative Agent as the rate of interest at which deposits in the applicable currency, in the approximate amount of such Euro Swing Line Loan, such UK Swing Line Loan or such sum and having a term of one Business Day (or, in the case of a Euro Swing Line Loan or UK Swing Line Loan, such other period not exceeding ten Business Days as may be agreed by the Euro Borrower or the UK Borrower, as applicable, and the Swing Line Lender), would be offered to major banks in the London interbank market at their request at approximately 1:00 p.m. (London time) (or such other period of time as the Administrative Agent determines is customary for deposits in the applicable currency and for the applicable term) on the term for which such rate is being determined (or, in the case of a Euro Swing Line Loan or a UK Swing Line Loan, such other rate as may be agreed upon between the Euro Borrower of the UK Borrower, as applicable, and the Swing Line Lender).

"Overnight Rate Loan" means a Loan having interest at the Overnight Rate.

"Participant" has the meaning specified in Section 10.06(d).

"PBGC" means the Pension Benefit Guaranty Corporation.

"Pension Plan" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by the U.S. Borrower or any ERISA Affiliate or to which the U.S. Borrower or any ERISA Affiliate contributes or has an obligation to contribute or to which the U.S. Borrower or any ERISA Affiliate could have liability under Section 4064 or 4069 of ERISA in the event such plan has been or were to be terminated.

"Permitted Acquisition" means an Investment that is consummated in compliance with the requirements of Section 7.03(h).

"Permitted Encumbrances" has the meaning specified in the Mortgages.

"Permitted Lien" has the meaning specified in Section 7.01.

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

"Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) established by the U.S. Borrower or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

"Platform" has the meaning specified in Section 6.02.

"Pledged Debt" has the meaning specified in Section 1(d) of the Security Agreement.

"Pledged Equity" has the meaning specified in Section 1(d) of the Security Agreement.

"Pound Sterling" or "(pound)" means lawful money of the United Kingdom.

"Public Lender" has the meaning specified in Section 6.02.

"Qualified Foreign Credit Facility" means a credit facility provided by a Lender or an Affiliate of a Lender to any foreign Subsidiary that (a) is guaranteed by the U.S. Borrower, (b) is permitted under Section 7.02(g) and (d) and (c) the U.S. Borrower has specified in a written notice to the Administrative Agent is entitled to the benefit of the ROV Guaranty, the KGaA Guaranty, the UK Guaranty and the Collateral Documents.

"Qualified Foreign Lender" means any Person that is a Lender or an Affiliate of a Lender, in its capacity as a party to a Qualified Foreign Credit Facility.

"Rayovac Europe GmbH Share Pledge" means the Share Pledge Agreement dated as of the Closing Date among ROV Holding, as pledgor, and the Administrative Agent and the lenders named therein, as pledgees, with respect to the Equity Interests of Rayovac Europe GmbH.

"Refinancing" has the meaning specified in the Preliminary Statements to this Agreement.

"Register" has the meaning specified in Section 10.06(c).

"Registered Public Accounting Firm" has the meaning specified by the Securities Laws and shall be independent of the U.S. Borrower as described by the Securities Laws.

"Related Documents" means the Merger Agreement, the Shareholders Agreement and the Standstill Agreement.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates.

"Relevant Local Time" means, with respect to any notice being given or any payment being made, the local time in the zone in which such notice or payment is received.

"Relevant Undertakings" has the meaning specified in Section 7.20.

"Renminbi," "Yuan" and "Y" mean lawful money of China.

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived.

"Request for Credit Extension" means (a) with respect to a Borrowing, conversion or continuation of Term Loans or Revolving Credit Loans, a Committed Loan Notice, (b) with respect to an L/C Credit Extension, a Letter of Credit Application and, (c) with respect to a Swing Line Loan, a Swing Line Loan Notice.

"Required Canadian Term Lenders" means, as of any date of determination, Canadian Term Lenders holding more than 50% of the aggregate principal amount of the Canadian Term Loans outstanding on such date; provided that the Canadian Term Loans held by any Defaulting Lender shall be excluded for purposes of making a determination of Required Canadian Term Lenders.

"Required Dollar Letter of Credit Lenders" means, as of any date of determination, U.S. Revolving Credit Lenders holding more than 50% of the sum of the (a) Total U.S. Revolving Credit Outstandings (with the aggregate amount, without duplication, of each U.S. Revolving Credit Lender's risk participation and funded participation in Dollar L/C Obligations and Dollar Swing Line Loans being deemed "held" by such U.S. Revolving Credit Lender for purposes of this definition) and (b) aggregate unused U.S. Revolving Credit Commitments; provided that the unused U.S. Revolving Credit Commitment of, and the portion of the Total U.S. Revolving Credit Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required U.S. Letter of Credit Lenders.

"Required Dollar Term Lenders" means, as of any date of determination, Dollar Term Lenders holding more than 50% of the aggregate principal amount of the Dollar Term Loans outstanding on such date; provided that the Dollar Term Loans held by any Defaulting Lender shall be excluded for purposes of making a determination of Required Dollar Term Lenders.

"Required Euro Letter of Credit Lenders" means, as of any date of determination, Euro Revolving Credit Lenders holding more than 50% of the sum of the (a) Total Euro Revolving Credit Outstandings (with the aggregate amount, without duplication, of each Euro Revolving Credit Lender's risk participation and funded participation in Euro L/C Obligations and Euro Swing Line Loans being deemed "held" by such Euro. Revolving Credit Lender for purposes of this definition) and (b) aggregate unused Euro Revolving Credit Commitments; provided that the unused Euro Revolving Credit Commitment of, and the portion of the Total Euro Revolving Credit Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Euro Letter of Credit Lenders.

"Required Euro Term Lenders" means, as of any date of determination, at Euro Term Lenders holding more than 50% of the aggregate principal amount of the Euro Term Loans outstanding on such date; provided that the Euro Term Loans held by any Defaulting Lender shall be excluded for purposes of making a determination of Required Euro Term Lenders.

"Required Lenders" means, as of any date of determination, Lenders holding more than 50% of the sum of the (a) Total Outstandings (with the aggregate amount, without duplication, of each Revolving Credit Lender's risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed "held" by such Revolving Credit Lender for purposes of this definition) and (b) aggregate unused Revolving Credit Commitments; provided that the unused Revolving Credit Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"Required Revolving Lenders" means, as of any date of determination, Revolving Credit Lenders holding more than 50% of the sum of the (a) Total U.S. Revolving Credit Outstandings (with the aggregate amount, without duplication, of each U.S. Revolving Credit Lender's risk participation and funded participation in Dollar L/C Obligations and Dollar Swing Line Loans being deemed "held" by such U.S. Revolving Credit Lender for purposes of this definition), (b) Total Euro Revolving Credit Outstandings (with the aggregate amount, without duplication, of each Euro Revolving Credit Lender's risk participation and funded participation in Euro L/C Obligations Euro Swing Line Loans being deemed "held" by such Euro Revolving Credit Lender for purposes of this definition), (c) Total UK Revolving Credit Outstandings (with the aggregate amount, without duplication, of each UK Revolving Credit Lender's risk participation and funded participation being deemed "held" by such UK Revolving Credit Lender for purposes of this definition), (d) aggregate unused U.S. Revolving Credit Commitments, (e) aggregate unused Euro Revolving Credit Commitments and (f) aggregate unused UK Revolving Credit Commitments; provided that the unused Revolving Credit Commitment of, and the portion of the Total U.S. Revolving Credit Outstandings, Total Euro Revolving Credit Outstandings or Total UK Revolving Credit Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Revolving Lenders.

"Required Term Lenders" means, as of any date of determination, Term Lenders holding more than 50% of the aggregate principal amount of the Term Loans outstanding on such date; provided that the Term Loans held by any Defaulting Lender shall be excluded for purposes of making a determination of Required Term Lenders.

"Required UK Letter of Credit Lenders" means, as of any date of determination, UK Revolving Credit Lenders holding more than 50% of the sum of the (a) Total UK Revolving Credit Outstandings (with the aggregate amount, without duplication, of each UK Revolving Credit Lender's risk participation and funded participation in UK L/C Obligations and UK Swing Line Loans being deemed "held" by such UK Revolving Credit Lender for purposes of this definition) and (b) aggregate unused UK Revolving Credit Commitments; provided that the unused UK Revolving Credit Commitment of, and the portion of the Total UK Revolving Credit Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required UK Letter of Credit Lenders.

"Responsible Officer" means the chief executive officer, president, chief financial officer, treasurer or assistant treasurer of a Loan Party, or in the case of the U.K. Borrower, a director. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate,

partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Restricted Payment" means any dividend or other distribution with respect to any capital stock or other Equity Interest of any Person or any of its Subsidiaries, or any payment, including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such capital stock or other Equity Interest, or on account of any return of capital to any Person's stockholders, partners or members (or the equivalent of any thereof).

"Restructuring Charges" means all cash and noncash charges related to the integration of an acquisition or non-recurring charges related to a non-recurring restructuring of operations of the U.S. Borrower and its Subsidiaries appearing or disclosed in the audited consolidated financial statements of the U.S. Borrower and its Subsidiaries.

"Revolving Credit Borrowing" means any or all of (as the context may require) a U.S. Revolving Credit Borrowing, a Euro Revolving Credit Borrowing or a UK Revolving Credit Borrowing.

"Revolving Credit Commitment" means any or all of (as the context may require) a U.S. Revolving Credit Commitment, a Euro Revolving Credit Commitment or a UK Revolving Credit Commitment.

"Revolving Credit Facility" means any or all of (as the context may require) the U.S. Revolving Credit Facility, the Euro Revolving Credit Facility or the U.K. Revolving Credit Facility.

"Revolving Credit Lender" means any or all of (as the context may require) a U.S. Revolving Credit Lender, a Euro Revolving Credit Lender or a UK Revolving Credit Lender.

"Revolving Credit Loan" means any or all of (as the context may require) a U.S. Revolving Credit Loan, a Euro Revolving Credit Loan or a UK Revolving Credit Loan.

"Revolving Credit Note" means any or all of (as the context may require) a U.S. Revolving Credit Note, a Euro Revolving Credit Note or a UK Revolving Credit Note.

"Rosata/Paula Acquisitions" means the acquisition of one or more of the Euro Borrower's leased facilities located in Ellwangen, Germany and Dischingen, Germany, currently owned by Paula Grundstucksverwaltungsgesellschaft mbH & Co. Vermietungs-KG, Mannheim and ROSATA Grundstucksvermietungsgesellschaft mbH & Co. Object Dischingen KG, Dusseldorf, respectively, or the equity interests of one or both such entities, for an aggregate purchase price not to exceed (euro)20,000,000.

"ROV German Holding" means Rayovac Europe GmbH, with a registered seat in Sulzbach, registered under file no. HRB 55482 with the Commercial Register (Handelsregister) located with the local court (Amtsgericht) Frankfurt am Main, Germany.

"ROV GP GmbH" means ROV German General Partner GmbH, with a registered seat in Sulzbach, registered under file no. HRB 55425 with the Commercial Register (Handelsregister) located with the local court (Amtsgericht) Frankfurt am Main, Germany.

"ROV Guarantors" means, collectively, the Subsidiaries of the U.S. Borrower listed on Schedule II and each other Subsidiary of the U.S. Borrower that shall be required to execute and deliver a guaranty or guaranty supplement pursuant to Section 6.12(a)(i)(A).

"ROV Guaranty" means, collectively, the ROV Guaranty made by the ROV Guarantors in favor of the Secured Parties, substantially in the form of Exhibit F-1, together with each other guaranty and guaranty supplement delivered pursuant to Section 6.12(a)(i)(A).

"ROV Holding" means ROV Holding, Inc., a corporation organized under the laws of Delaware.

"ROV LP GmbH" means ROV German Limited GmbH, with a registered seat in Sulzbach, registered under file no. HRB 55352 with the Commercial Register (Handelsregister) located with the local court (Amtsgericht) Frankfurt am Main, Germany.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. and any successor thereto.

"Sarbanes-Oxley" means the Sarbanes-Oxley Act of 2002.

"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"Secured Hedge Agreement" means any interest rate Swap Contract required or permitted under Article VI or VII that is entered into by and between any Borrower and any Lender or Affiliate of a Lender.

"Secured Obligations" means all Obligations of the Loan Parties now or hereafter existing under the Loan Documents.

"Secured Parties" means, collectively, the Administrative Agent, the Lenders, the L/C Issuer, the Hedge Banks, the Qualified Foreign Lenders, each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.06, and the other Persons the Secured Obligations owing to which are or are purported to be secured by the Collateral under the terms of the Collateral Documents.

"Securities Laws" means the Securities Act of 1933, the Securities Exchange Act of 1934, Sarbanes-Oxley, and, in each case, the rules and regulations of the SEC promulgated thereunder, and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the Public Company Accounting Oversight Board, as each of the foregoing may be amended and in effect on any applicable date under this Agreement.

"Security Agreement" has the meaning specified in Section 4.01(a)(iii).

"Security Agreement Supplement" has the meaning specified in Section 22 of the Security Agreement.

"Shareholders' Agreement" means the Shareholders' Agreement dated as of January 3, 2005, by and between the U.S. Borrower and UIC Holdings.

"Solvent" and "Solvency" mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature and (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"SPC" has the meaning specified in Section 10.06(h).

"Standstill Agreement" means the Standstill Agreement to be dated as of February 7, 2005, by and among UIC Holdings, THLee and the U.S. Borrower.

"Subordinated Notes" means the 2013 Notes and the 2015 Notes.

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person (including, for the avoidance of doubt, a company, corporation or partnership which is a "dependent enterprise" (abhangiges Unternehmen) of such Person within the meaning of Section 17 of the German Stock Corporation Act (Aktiengesetz), or which is a "subsidiary" (Tochterunternehmen) within the meaning of Section 290 of the German Commercial Code (Handelsgesetzbuch) of such Person, or where such Person has the power to direct the management and the policies of such entity whether through the ownership of share capital, contract or otherwise). Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of U.S. Borrower.

"Subsidiary Borrower" has the meaning specified in the introductory paragraph hereto.

"Supplemental Collateral Agent" has the meaning specified in Section 9.12(a) and "Supplemental Collateral Agents" shall have the corresponding meaning.

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

"Swing Line" means any or all of (as the context may require) the Dollar Swing Line, the Euro Swing Line or the UK Swing Line.

"Swing Line Borrowing" means any or all of (as the context may require) a Dollar Swing Line Borrowing, a Euro Swing Line Borrowing or a UK Swing Line Borrowing.

"Swing Line Lender" means Bank of America in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder.

"Swing Line Loan" means any or all of (as the context may require) a Dollar Swing Line Loan, a Euro Swing Line Loan or a UK Swing Line Loan.

"Swing Line Loan Notice" means a notice of a Swing Line Borrowing pursuant to Section 2.06(d), which, if in writing, shall be substantially in the form of Exhibit B.

"Syndication Agent" means CNAI in its capacity as syndication agent hereunder.

"Synthetic Debt" means, with respect to any Person as of any date of determination thereof, all Obligations of such Person in respect of transactions entered into by such Person that are intended to function primarily as a borrowing of funds (including any minority interest transactions that function primarily as a borrowing) but are not otherwise included in the definition of "Indebtedness" or as a liability on the consolidated balance sheet of such Person and its Subsidiaries in accordance with GAAP.

"Synthetic Lease Obligation" means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax retention lease, or (b) an agreement for the use or possession of property (including sale and leaseback transactions), in each case, creating obligations that do not appear on the balance sheet of such Person but which, upon the application of any Debtor Relief Laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

"TARGET Day" means any day on which the Trans-European Automated Real-time Gross settlement Express Transfer payment system is open for the settlement of payments in Euro.

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

"Term Borrowing" means either a Canadian Term Borrowing, a Dollar Term Borrowing or a Euro Term Borrowing.

"Term Commitment" means (as the context requires) a Canadian Term Commitment, a Dollar Term Commitment or a Euro Term Commitment.

"Term Facilities" means (as the context requires) the Canadian Term Facility, the Dollar Term Facility and the Euro Term Facility.

"Term Loan" means one or all of (as the context requires) a Canadian Term Loan, a Dollar Term Loan or a Euro Term Loan.

"Term Note" means one or all of (as the context may require) a Canadian Term Note, a Dollar Term Note or a Euro Term Note.

"THLee" means Thomas H. Lee Partners, L.P. and its Affiliates.

"Threshold Amount" means $20,000,000.

"Total Assets" means, as of any day, the total consolidated assets of the U.S. Borrower and its Subsidiaries, as shown on the most recent balance sheet delivered pursuant to Section 6.01.

"Total Euro Revolving Credit Outstandings" means the aggregate Outstanding Amount of all Euro Revolving Credit Loans, Euro L/C Obligations and Euro Swing Line Loans.

"Total Outstandings" means the aggregate Outstanding Amount of all Loans and all L/C Obligations.

"Total UK Revolving Credit Outstandings" means the aggregate Outstanding Amount of all UK Revolving Credit Loans, UK L/C Obligations and UK Swing Line Loans.

"Total U.S. Revolving Credit Outstandings" means the aggregate Outstanding Amount of all U.S. Revolving Credit Loans, Dollar Swing Line Loans and Dollar L/C Obligations.

"Transaction" means, collectively, (a) the consummation of the Merger, (b) the entering into by the Loan Parties and their applicable Subsidiaries of the Loan Documents and the Related Documents to which they are or are intended to be a party, (c) the Refinancing and (d) the payment of the fees and expenses incurred in connection with the consummation of the foregoing.

"Treaty Lender" has the meaning specified in the definition of "UK Lender".

"Type" means, with respect to a Loan denominated in Dollars, its character as a Base Rate Loan or a Eurodollar Rate Loan.

"UIC" means United Industries Corporation, a Delaware corporation.

"UIC Holdings" means UIC Holdings, L.L.C., a Delaware limited liability company.

"UIC Notes" means 9.875% senior subordinated notes of UIC existing on the Closing Date.

"UK Borrower" has the meaning specified in the introductory paragraph hereto.

"UK Guarantors" means, collectively, the U.S. Borrower, the Subsidiaries of the U.S. Borrower listed on Schedule III and each other Subsidiary of the U.S. Borrower that shall be required to execute and deliver a guaranty or guaranty supplement pursuant to Section 6.12(a)(i)(B).

"UK Guaranty" means, collectively, the UK Guaranty made by the UK Guarantors in favor of the Administrative Agent, the L/C Issuers and the Lenders, substantially in the form of Exhibit F-3, together with each other guaranty and guaranty supplement delivered pursuant to Section 6.12(a)(i)(B).

"UK Honor Date" has the meaning specified in Section 2.05(c)(i).

"UK Lender" means a Lender which is beneficially entitled to interest payable to that Lender in respect of a loan made under this Agreement to a Borrower incorporated in the United Kingdom and which Lender is either:

(i) a Lender:

(A) which is a bank (as defined for the purposes of Section 349 of the UK Income and Corporation Taxes Act 1988) making an advance under this Agreement; or

(B) in respect of an advance made under this Agreement by a person that was a bank (as defined for the purposes of Section 349 of the UK Income and Corporation Taxes Act 1988) at the time that the advance was made,

and in either case is within the charge to UK corporation tax as respects any payment of interest made in respect of that advance; or

(ii) a Lender which is treated as resident (for the purposes of the relevant double taxation agreement) in a jurisdiction having a double taxation agreement with the United Kingdom which makes provision for full exemption from Tax imposed by the United Kingdom on interest and does not carry on business in the United Kingdom through a permanent establishment with which that Lender's participation in that loan is effectively connected (a "Treaty Lender").

"UK L/C Advance" means, with respect to each UK Revolving Credit Lender, such Lender's funding of its participation in any UK L/C Borrowing in accordance with its Applicable Percentage.

"UK L/C Borrowing" means an extension of credit resulting from a drawing under any UK Letter of Credit which has not been (a) reimbursed within one Business Day following the date when made or (b) refinanced as a UK Revolving Credit Borrowing.

"UK L/C Obligations" means, as at any date of determination, the aggregate amount available to be drawn under all outstanding UK Letters of Credit plus the aggregate of all Unreimbursed UK Amounts, including all UK L/C Borrowings. For purposes of computing the amount available to be drawn under any UK Letter of Credit, the amount of such UK Letter of Credit shall be determined in accordance with Section 1.06. For all purposes of this Agreement, if on any date of determination a UK Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such UK Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"UK Letter of Credit" means any letter of credit issued hereunder that is denominated in Pounds Sterling. A UK Letter of Credit may be a commercial letter of credit or a standby letter of credit.

"UK Letter of Credit Expiration Date" means the day that is seven days prior (or such later date determined in the sole discretion of the L/C Issuer) to the Maturity Date then in effect for the UK Revolving Credit Facility (or, if such day is not a Business Day, the next preceding Business Day).

"UK Letter of Credit Fee" has the meaning specified in Section 2.05(i).

"UK Letter of Credit Sublimit" means an amount equal to the UK Revolving Credit Facility. The UK Letter of Credit Sublimit is part of, and not in addition to, the UK Revolving Credit Facility.

"UK Reduction Amount" has the meaning specified in Section 2.07(b)(x).

"UK Revolving Credit Borrowing" means a borrowing consisting of simultaneous UK Revolving Credit Loans to the UK Borrower having the same Interest Period made by each of the UK Revolving Credit Lenders pursuant to Section 2.01(f).

"UK Revolving Credit Commitment" means, as to each UK Revolving Credit Lender, its obligation to (a) make UK Revolving Credit Loans to the UK Borrower pursuant to Section 2.01(f), (b) purchase participations in UK L/C Obligations, and (c) purchase participations in UK Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule 2.01 under the caption "UK Revolving Credit Commitment" or opposite such caption in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"UK Revolving Credit Facility" means, at any time, the aggregate amount of the UK Revolving Credit Lenders' UK Revolving Credit Commitments at such time.

"UK Revolving Credit Lender" means, at any time, any Lender that has a UK Revolving Credit Commitment at such time.

"UK Revolving Credit Loan" has the meaning specified in Section 2.01(f).

"UK Revolving Credit Note" means a promissory note made by the UK Borrower in favor of a UK Revolving Credit Lender evidencing UK Revolving Credit Loans or UK Swing Line Loans, as the case may be, made by such UK Revolving Credit Lender, in substantially the form of Exhibit C-4.

"UK Swing Line" means the UK revolving credit facility made available by the Swing Line Lender pursuant to Section 2.06.

"UK Swing Line Borrowing" means a borrowing of a UK Swing Line Loans pursuant to Section 2.06.

"UK Swing Line Loan" has the meaning specified in Section 2.06(c).

"UK Swing Line Sublimit" means at any time an amount equal to the lesser of (a) (pound)5,000,000 and (b) the UK Revolving Credit Facility at such time. The UK Swing Line Sublimit is part of, and not in addition to, the UK Revolving Credit Facility Commitments.

"Unfunded Pension Liability" means the excess of a Pension Plan's benefit liabilities under Section 4001(a)(16) of ERISA over the current value of that Pension Plan's assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

"United States" and "U.S." mean the United States of America.

"Unreimbursed Dollar Amount" has the meaning specified in Section 2.03(c)(i).

"Unreimbursed Euro Amount" has the meaning specified in Section 2.04(c)(i).

"Unreimbursed UK Amount" has the meaning specified in Section 2.05(c)(i).

"UPG Acquisition" means the acquisition by UIC of all the outstanding equity interests of United Pet Group, Inc., a Delaware corporation, pursuant to a Merger Agreement dated as of June 14, 2004.

"U.S. Borrower" has the meaning specified in the introductory paragraph hereto.

"U.S. Reduction Amount" has the meaning set forth in Section 2.07(b)(viii).

"U.S. Revolving Credit Borrowing" means a borrowing consisting of simultaneous U.S. Revolving Credit Loans of the same Type and, in the case of Eurocurrency Rate Loans, having the same Interest Period made by each of the U.S. Revolving Credit Lenders pursuant to Section 2.01(d).

"U.S. Revolving Credit Commitment" means, as to each U.S. Revolving Credit Lender, its obligation to (a) make U.S. Revolving Credit Loans to the U.S. Borrower pursuant to Section 2.01(d), (b) purchase participations in Dollar L/C Obligations and (c) purchase participations in Dollar Swing Line Loans in an aggregate principal amount, without duplication, at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule 2.01 under the caption "U.S. Revolving Credit Commitment" or opposite such caption in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"U.S. Revolving Credit Facility" means, at any time, the aggregate amount of the U.S. Revolving Credit Lenders' U.S. Revolving Credit Commitments at such time; provided that if a Chinese Facility contemplated by clause (iii) of the definition thereof or an Additional Foreign Credit Facility is entered into, the aggregate U.S. Revolving Credit Commitments shall be reduced by the amount of such facility and the U. S. Revolving Credit Commitment of any Lender that commits to such a Chinese Facility shall be reduced by the amount such Lender so commits.

"U.S. Revolving Credit Lender" means, at any time, any Lender that has a U.S. Revolving Credit Commitment at such time.

"U.S. Revolving Credit Loan" has the meaning specified in Section 2.01(d).

"U.S. Revolving Credit Note" means a promissory note made by the U.S. Borrower in favor of a U.S. Revolving Credit Lender evidencing U.S. Revolving Credit Loans made by such U.S. Revolving Credit Lender, in substantially the form of Exhibit C-2.

"VARTA Acquisition" means the acquisition by the U.S. Borrower of certain assets of the Euro Borrower (excluding the Euro Borrower's ownership interest in Microlite and certain other assets transferred to the Euro Borrower's parent or Affiliates).

"VARTA Acquisition Agreement" means the Agreement dated July 28, 2002 among VARTA AG, ROV German Limited GmbH and the U.S. Borrower delivered in connection with the VARTA Acquisition.

"VARTA Exchange" means the transfer of the stock of German Finance Co. to VARTA AG of an affiliate thereof in exchange for the stock of the Euro Borrower owned by VARTA AG or an affiliate thereof and not more than (euro)1,000,000, all on the terms set forth in Article XI of the VARTA Acquisition Agreement as in effect on the date hereof.

"Wholly-Owned Subsidiary" means (i) the Euro Borrower, (ii) any Person in which (other than director's qualifying shares or similar shares owned by other Persons due to native ownership requirements) 100% of the capital stock or other equity interests of each class is owned beneficially and of record by the U.S. Borrower or by one or more Wholly-Owned Subsidiaries, and (iii) any 80% Subsidiary.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "herein," "hereof" and "hereunder," and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) 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.

(b) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.03 Accounting Terms. (a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein.

(b) Changes in GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the U.S. Borrower or the Required Lenders shall so request, the Administrative Agent, the Lenders and the U.S. Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the U.S. Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

1.04 Rounding. Any financial ratios required to be maintained by the Borrowers pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

1.06 Letter of Credit Amounts. Unless otherwise specified, all references herein to the amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit 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 such time.

1.07 Currency Equivalents Generally. Unless otherwise set forth herein, any amount specified in this Agreement in Dollars shall include the Equivalent in Dollars of such amount in any Foreign Currency and if any amount described in this Agreement is comprised of amounts in Dollars and amounts in one or more Foreign Currencies, the Equivalent in Dollars of such Foreign Currency amounts shall be used to determine the total.

ARTICLE II
THE COMMITMENTS AND CREDIT EXTENSIONS

2.01 The Loans. (a) The Canadian Term Borrowings. Subject to the terms and conditions set forth herein, each Canadian Term Lender severally agrees to make a single loan to the U.S. Borrower on the Closing Date in an amount not to exceed such Canadian Term Lender's Canadian Term Commitment. The Canadian Term Borrowing shall consist of Canadian Term Loans made in Canadian Dollars simultaneously by the Canadian Term Lenders in accordance with their respective Canadian Term Commitments. Amounts borrowed under this Section 2.01(a) and repaid or prepaid may not be reborrowed. Canadian Term Loans shall be Eurocurrency Rate Loans.

(b) The Dollar Term Borrowings. Subject to the terms and conditions set forth herein, each Dollar Term Lender severally agrees to make a single loan to the U.S. Borrower on the Closing Date in an amount not to exceed such Dollar Term Lender's Dollar Term Commitment. The Dollar Term Borrowing shall consist of Dollar Term Loans made in Dollars simultaneously by the Dollar Term Lenders in accordance with their respective Dollar Term Commitments. Amounts borrowed under this Section 2.01(b) and repaid or prepaid may not be reborrowed. Dollar Term Loans may be Base Rate Loans or Eurocurrency Rate Loans as further provided herein.

(c) The Euro Term Borrowings. Subject to the terms and conditions set forth herein, each Euro Term Lender severally agrees to make a single loan to the U.S. Borrower on the Closing Date in an amount not to exceed such Euro Term Lender's Euro Term Commitment. The Euro Term Borrowing shall consist of Euro Term Loans made in Euros simultaneously by the Euro Term Lenders in accordance with their respective Euro Term Commitments. Amounts borrowed under this Section 2.01(c) and repaid or prepaid may not be reborrowed. Euro Term Loans shall be Eurocurrency Rate Loans.

(d) The U.S. Revolving Credit Borrowings. Subject to the terms and conditions set forth herein, each U.S. Revolving Credit Lender severally agrees to make loans denominated in Dollars to the U.S. Borrower (each such loan, a "U.S. Revolving Credit Loan") to the U.S. Borrower from time to time, on any Business Day during the Availability Period, in an aggregate amount not to exceed at any time outstanding the amount of such Lender's U.S. Revolving Credit Commitment; provided, however, that after giving effect to any U.S. Revolving Credit Borrowing and the use of the proceeds thereof, (i) the Total U.S. Revolving Credit Outstandings at such time shall not exceed the U.S. Revolving Credit Facility at such time and (ii) the aggregate Outstanding Amount of the U.S. Revolving Credit Loans of any Lender, plus such U.S. Revolving Credit Lender's Applicable U.S. Revolving Credit Percentage of the Outstanding Amount of all Dollar L/C Obligations, plus such U.S. Revolving Credit Lender's Applicable U.S. Revolving Credit Percentage of the Outstanding Amount of all Dollar Swing Line Loans determined on the date of delivery of the applicable Committed Loan Notice shall not exceed such U.S. Revolving Credit Lender's U.S. Revolving Credit Commitment. Within the limits of each U.S. Revolving Credit Lender's U.S. Revolving Credit Commitment, and subject to the other terms and conditions hereof, the U.S. Borrower may borrow under this Section 2.01(d), prepay under Section 2.07, and reborrow under this Section 2.01(d). U.S.

Revolving Credit Loans denominated in Dollars may be Base Rate Loans or Eurodollar Rate Loans, as further provided herein.

(e) The Euro Revolving Credit Borrowings. Subject to the terms and conditions set forth herein, each Euro Revolving Credit Lender severally agrees to make loans denominated in Euros (each such loan, a "Euro Revolving Credit Loan") to the Euro Borrower, from time to time, on any Business Day during the Availability Period, in an aggregate amount not to exceed at any time outstanding the amount of such Euro Revolving Credit Lender's Euro Revolving Credit Commitment; provided, however, that after giving effect to any Euro Revolving Credit Borrowing and the use of the proceeds thereof, (i) the Total Euro Revolving Credit Outstandings at such time shall not exceed the Euro Revolving Credit Facility at such time and (ii) the aggregate Outstanding Amount of the Euro Revolving Credit Loans of any Lender, plus such Euro Revolving Credit Lender's Applicable Euro Revolving Credit Percentage of the Outstanding Amount of all Euro L/C Obligations, plus such Euro Revolving Credit Lender's Applicable Euro Revolving Credit Percentage of the Outstanding Amount of all Euro Swing Line Loans shall not exceed such Euro Revolving Credit Lender's Euro Revolving Credit Commitment. Within the limits of each Euro Revolving Credit Lender's Euro Revolving Credit Commitment, and subject to the other terms and conditions hereof, the Euro Borrower may borrow under this Section 2.01(e), prepay under Section 2.07, and reborrow under this Section 2.01(e). Euro Revolving Credit Loans shall be Eurocurrency Rate Loans.

(f) The UK Revolving Credit Borrowings. Subject to the terms and conditions set forth herein, each UK Revolving Credit Lender severally agrees to make loans denominated in Pounds Sterling (each such loan, a "UK Revolving Credit Loan") to the UK Borrower, from time to time, on any Business Day during the Availability Period, in an aggregate amount not to exceed at any time outstanding the amount of such UK Revolving Credit Lender's UK Revolving Credit Commitment; provided, however, that after giving effect to any UK Revolving Credit Borrowing and the use of the proceeds thereof, (i) the Total UK Revolving Credit Outstandings at such time shall not exceed the UK Revolving Credit Facility at such time and (ii) the aggregate Outstanding Amount of the UK Revolving Credit Loans of any Lender, plus such UK Revolving Credit Lender's Applicable UK Revolving Credit Percentage of the Outstanding Amount of all UK L/C Obligations plus such UK Revolving Credit Lender's Applicable UK Revolving Credit Percentage of the Outstanding Amount of all UK Swing Line Loans shall not exceed such UK Revolving Credit Lender's UK Revolving Credit Commitment. Within the limits of each UK Revolving Credit Lender's UK Revolving Credit Commitment, and subject to the other terms and conditions hereof, the UK Borrower may borrow under this Section 2.01(f), prepay under Section 2.07, and reborrow under this Section 2.01(f). UK Revolving Credit Loans shall be Eurocurrency Rate Loans.

2.02 Borrowings, Conversions and Continuations of Loans.

(a) Each Canadian Term Borrowing, each Dollar Term Borrowing, each Euro Term Borrowing, each U.S. Revolving Credit Borrowing, each Euro Revolving Credit Borrowing, each UK Revolving Credit Borrowing, each conversion of Dollar denominated Term Loans or U.S. Revolving Credit Loans from one Type to the other, and each continuation of Eurocurrency Rate Loans shall be made upon the applicable Borrower's irrevocable notice to the Administrative Agent, which may be given by telephone. Each such notice must be received by

the Administrative Agent not later than (i) 1:00 p.m. three Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Eurodollar Rate Loans or of any conversion of Base Rate Loans to Eurodollar Rate Loans (ii) 1:00 p.m. (Relevant Local Time) three Business Days prior to the requested date of any Borrowing or continuation of Eurocurrency Rate Loans in any Foreign Currency, and (iii) on the requested date of any Borrowing of Base Rate Loans; provided, however, that if a Borrower wishes to request Eurocurrency Rate Loans having an Interest Period of nine or twelve months duration as provided in the definition of "Interest Period", the applicable notice must be received by the Administrative Agent not later than 1:00 p.m. (Relevant Local Time) four Business Days prior to the requested date of such Borrowing, conversion or continuation, whereupon the Administrative Agent shall give prompt notice to the Lenders of such request and determine whether the requested Interest Period is acceptable to all of them. Not later than 11:00 a.m. (Relevant Local Time), three Business Days before the requested date of such Borrowing, conversion or continuation, the Administrative Agent shall notify such Borrower (which notice may be by telephone) whether or not the requested Interest Period has been consented to by all the Lenders. Each telephonic notice by a Borrower pursuant to this Section 2.02(a) must be confirmed promptly by delivery to the Administrative Agent of a written Committed Loan Notice, appropriately completed and signed by a Responsible Officer of such Borrower. Each Borrowing of, conversion to or continuation of Eurodollar Rate Loans shall be in a principal amount of $5,000,000 or a whole multiple of $1,000,000 in excess thereof and each Borrowing or continuation of Eurocurrency Rate Loans in Foreign Currencies shall be in a principal amount of (euro)5,000,000 or a whole multiple of (euro)1,000,000 in excess thereof in the case of Loans denominated in Euros, in a principal amount of (pound)5,000,000 or a whole multiple of (pound)1,000,000 in excess thereof in the case of Loans denominated in Pounds Sterling and in a principal amount of CAD5,000,000 or a whole multiple of CAD1,000,000 in excess thereof in the case of Loans denominated in Canadian Dollars. Except as provided in Sections 2.03(c) and 2.06(e), each Borrowing of or conversion to Base Rate Loans shall be in a principal amount of $500,000 or a whole multiple of $100,000 in excess thereof. Each telephonic request and each Committed Loan Notice shall specify (i) whether the applicable Borrower is requesting a Canadian Term Borrowing, a Dollar Term Borrowing, a Euro Term Borrowing, a U.S. Revolving Credit Borrowing, a UK Revolving Credit Borrowing, a Euro Revolving Credit Borrowing, a conversion of Dollar denominated Term Loans or Revolving Credit Loans from one Type to the other, or a continuation of Eurocurrency Rate Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed, converted or continued (expressed in the applicable currency), (iv) in the case of Loans denominated in Dollars, the Type of Loans to be borrowed or to which existing Term Loans or Revolving Credit Loans are to be converted, and (v) in the case of a Eurocurrency Rate Loan, the currency and the duration of the Interest Period with respect thereto. If a Borrower fails to specify a Type of Loan in a Committed Loan Notice or if a Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Term Loans or applicable Revolving Credit Loans shall be made as, or converted to, Base Rate Loans, except in the case of Loans denominated in Foreign Currencies, which shall always be Eurocurrency Rate Loans and upon such failure the applicable Borrower shall be deemed to have specified an Interest Period for Eurocurrency Rate Loans of one month. Any such automatic conversion to Base Rate Loans or deemed Interest Period shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Eurocurrency Rate

Loans. If a Borrower requests a Borrowing of, conversion to, or continuation of Eurocurrency Rate Loans in any such Committed Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month. Notwithstanding anything to the contrary herein, a Dollar Swing Line Loan shall only be a Base Rate Loan and may not be converted to a Eurocurrency Rate Loan.

(b) Following receipt of a Committed Loan Notice, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage under the applicable Facility of the applicable Canadian Term Loans, Dollar Term Loans, Euro Term Loans, U.S. Revolving Credit Loans, Euro Revolving Credit Loans or UK Revolving Credit Loans, and if no timely notice of a conversion or continuation is provided by the applicable Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans or automatic specification of a one month Interest Period, as applicable, described in Section 2.02(a). In the case of a Canadian Term Borrowing, a Dollar Term Borrowing, a Euro Term Borrowing, a U.S. Revolving Credit Borrowing, a Euro Revolving Credit Borrowing or a UK Revolving Credit Borrowing, each Appropriate Lender shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. (Relevant Local Time) on the Business Day specified in the applicable Committed Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Credit Extension, Section 4.01), the Administrative Agent shall make all funds so received available to the applicable Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of such Borrower on the books of Bank of America with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by such Borrower; provided, however, that (1) if, on the date a Committed Loan Notice with respect to a U.S. Revolving Credit Borrowing is given by the U.S. Borrower, there are Dollar L/C Borrowings outstanding, then the proceeds of such U.S. Revolving Credit Borrowing first shall be applied to the payment in full of any such Dollar L/C Borrowings and second, shall be made available to the U.S. Borrower as provided above, (2) if, on the date a Committed Loan Notice with respect to a Euro Revolving Credit Borrowing is given by the Euro Borrower, there are Euro L/C Borrowings outstanding, then the proceeds of such Euro Revolving Credit Borrowing first shall be applied to the payment in full of any such Euro L/C Borrowing and second, shall be made available to the Euro Borrower as provided above and (3) if, on the date a Committed Loan Notice with respect to a UK Revolving Credit Borrowing is given by the UK Borrower, there are UK L/C Borrowings outstanding, then the proceeds of such UK Revolving Credit Borrowing first shall be applied to the payment in full of any such UK L/C Borrowing and second, shall be made available to the UK Borrower as provided above.

(c) Except as otherwise provided herein, a Eurocurrency Rate Loan may be continued or converted only on the last day of an Interest Period for such Eurocurrency Rate Loan. During the existence of an Event of Default, no Loans in Dollars may be requested as, converted to or continued as Eurodollar Rate Loans and no Loans in any Foreign Currency may be requested as or continued as Eurocurrency Rate Loans with an Interest Period of greater than one month, in each case, without the consent of the Required Lenders.

(d) The Administrative Agent shall promptly notify the applicable Borrower and the Lenders of the interest rate applicable to any Interest Period for Eurocurrency Rate Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the U.S. Borrower and the Lenders of any change in Bank of America's prime rate used in determining the Base Rate promptly following the public announcement of such change.

(e) After giving effect to all Canadian Term Borrowings and all continuations of Canadian Term Loans, there shall be no more than 3 Interest Periods in effect in respect of the Canadian Term Facility. After giving effect to all Dollar Term Borrowings, all conversions of Dollar Term Loans from one Type to the other, and all continuations of Dollar Term Loans as the same Type, there shall be no more than 10 Interest Periods in effect in respect of the Dollar Term Facility. After giving effect to all Euro Term Borrowings and all continuations of Euro Term Loans, there shall be no more than 5 Interest Periods in effect in respect of the Euro Term Facility. After giving effect to all U.S. Revolving Credit Borrowings, all conversions of U.S. Revolving Credit Loans from one Type to the other, and all continuations of U.S. Revolving Credit Loans, there shall be no more than 5 Interest Periods in effect in respect of the U.S. Revolving Credit Facility. After giving effect to all Euro Revolving Credit Borrowings and all continuations of Euro Revolving Credit Loans, there shall be no more than 5 Interest Periods in effect in respect of the Euro Revolving Credit Facility. After giving effect to all UK Revolving Credit Borrowings and all continuances of UK Revolving Credit Loans, there shall be no more than 5 Interest Periods in effect in respect of the UK Revolving Credit Facility.

(f) Anything in this Section 2.02 notwithstanding, for the initial Credit Extension, the Borrowers may select Interest Periods of 64 days for up to U.S. $70 million of Dollar Term Loans and 98 days for up to U.S. $100 million of Dollar Term Loans.

2.03 Dollar Letters of Credit.

(a) The Dollar Letter of Credit Commitment.

(i) Subject to the terms and conditions set forth herein, (A) the L/C Issuer agrees, in reliance upon the agreements of the other U.S. Revolving Credit Lenders set forth in this Section 2.03, (1) from time to time on any Business Day during the period from the Closing Date until the Dollar Letter of Credit Expiration Date, to issue Dollar Letters of Credit for the account of the U.S. Borrower (or jointly for the account of the U.S. Borrower and any Subsidiary), and to amend or extend Dollar Letters of Credit previously issued by it, in accordance with Section 2.03(b), and (2) to honor drawings under the Dollar Letters of Credit; and (B) the U.S. Revolving Credit Lenders severally agree to participate in Dollar Letters of Credit issued for the account of the U.S. Borrower (or jointly for the account of the U.S. Borrower and any Subsidiary) and any drawings thereunder; provided that after giving effect to any L/C Credit Extension with respect to any Dollar Letter of Credit, (x) the Total U.S. Revolving Credit Outstandings at such time shall not exceed the U.S. Revolving Credit Facility at such time, (y) the aggregate Outstanding Amount of the U.S. Revolving Credit Loans of any U.S. Revolving Credit Lender, plus such Lender's

Applicable U.S. Revolving Credit Percentage of the Outstanding Amount of all Dollar L/C Obligations, plus such Lender's Applicable U.S. Revolving Credit Percentage of the Outstanding Amount of all Dollar Swing Line Loans, shall not exceed such Lender's U.S. Revolving Credit Commitment, and (z) the Outstanding Amount of the Dollar L/C Obligations at such time shall not exceed the Dollar Letter of Credit Sublimit. Each request by the U.S. Borrower for the issuance or amendment of a Dollar Letter of Credit shall be deemed to be a representation by the U.S. Borrower that the Dollar L/C Credit Extension so requested complies with the conditions set forth in the proviso to the preceding sentence. Within the foregoing limits, and subject to the terms and conditions hereof, the U.S. Borrower's ability to obtain Dollar Letters of Credit shall be fully revolving, and accordingly the U.S. Borrower may, during the foregoing period, obtain Dollar Letters of Credit to replace Dollar Letters of Credit that have expired or that have been drawn upon and reimbursed. All Existing Dollar Letters of Credit shall be deemed to have been Dollar Letters of Credit issued pursuant hereto, and from and after the Closing Date shall be subject to and governed by the terms and conditions hereof.

(ii) The L/C Issuer shall not issue any Dollar Letter of Credit if subject to Section 2.03(b)(iii), the expiry date of such requested Dollar Letter of Credit would occur more than twelve months after the date of issuance or last extension, unless the Required Dollar Letter of Credit Lenders have approved such expiry date.

(iii) The L/C Issuer shall not be under any obligation to issue any Dollar Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the L/C Issuer from issuing such Dollar Letter of Credit, or any Law applicable to the L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the L/C Issuer shall prohibit, or request that the L/C Issuer refrain from, the issuance of letters of credit generally or such Dollar Letter of Credit in particular or shall impose upon the L/C Issuer with respect to such Dollar Letter of Credit any restriction, reserve or capital requirement (for which the L/C Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon the L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which the L/C Issuer in good faith deems material to it;

(B) the issuance of such Dollar Letter of Credit would violate one or more policies of the L/C Issuer;

(C) except as otherwise agreed by the Administrative Agent and the L/C Issuer, such Dollar Letter of Credit is in an initial stated amount less than $100,000;

(D) the expiry date of such requested Dollar Letter of Credit would occur after the Dollar Letter of Credit Expiration Date, unless all of the U.S. Revolving Credit Lenders have approved such expiry date.

(E) such Dollar Letter of Credit is to be denominated in a currency other than Dollars;

(F) such Dollar Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder; or

(G) a default of any Lender's obligations to fund under Section 2.03(c) exists or any Lender is at such time a Defaulting Lender hereunder, unless the L/C Issuer has entered into satisfactory arrangements with the U.S. Borrower or such Lender to eliminate the L/C Issuer's risk with respect to such Lender.

(iv) The L/C Issuer shall not amend any Dollar Letter of Credit if the L/C Issuer would not be permitted at such time to issue such Dollar Letter of Credit in its amended form under the terms hereof.

(v) The L/C Issuer shall be under no obligation to amend any Dollar Letter of Credit if (A) the L/C Issuer would have no obligation at such time to issue such Dollar Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of such Dollar Letter of Credit does not accept the proposed amendment to such Dollar Letter of Credit.

(vi) The L/C Issuer shall act on behalf of the U.S. Revolving Credit Lenders with respect to any Dollar Letters of Credit issued by it and the documents associated therewith, and the L/C Issuer shall have all of the benefits and immunities (A) provided to the Administrative Agent in Article IX with respect to any acts taken or omissions suffered by the L/C Issuer in connection with Dollar Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Dollar Letters of Credit as fully as if the term "Administrative Agent" as used in Article IX included the L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to the L/C Issuer.

(b) Procedures for Issuance and Amendment of Dollar Letters of Credit; Auto-Extension Dollar Letters of Credit.

(i) Each Dollar Letter of Credit shall be issued or amended, as the case may be, upon the request of the U.S. Borrower delivered to the L/C Issuer (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the U.S. Borrower. Such Letter of Credit Application must be received by the L/C Issuer and the Administrative Agent not later than 1:00 p.m. (Relevant Local Time) at least two Business Days (or such later date and time as the Administrative Agent and the L/C Issuer may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Dollar Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the L/C Issuer: (A) the proposed issuance date of the requested Dollar Letter of Credit (which shall be a Business Day); (B) the amount thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the

documents to be presented by such beneficiary in case of any drawing thereunder; and (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder. In the case of a request for an amendment of any outstanding Dollar Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the L/C Issuer (1) the Dollar Letter of Credit to be amended; (2) the proposed date of amendment thereof (which shall be a Business Day); and (3) the nature of the proposed amendment. Additionally, the U.S. Borrower shall furnish to the L/C Issuer and the Administrative Agent such other documents and information pertaining to such requested Dollar Letter of Credit issuance or amendment, including any Issuer Documents, as the L/C Issuer or the Administrative Agent may reasonably require.

(ii) Promptly after receipt of any Letter of Credit Application, the L/C Issuer will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit Application with respect to a Dollar Letter of Credit from the U.S. Borrower and, if not, the L/C Issuer will provide the Administrative Agent with a copy thereof. Unless the L/C Issuer has received written notice from any U.S. Revolving Credit Lender, the Administrative Agent or any Loan Party, at least one Business Day prior to the requested date of issuance or amendment of the applicable Dollar Letter of Credit, that one or more applicable conditions contained in Section 4.02 shall not then be satisfied, then, subject to the terms and conditions hereof, the L/C Issuer shall, on the requested date, issue a Dollar Letter of Credit for the account of the U.S. Borrower (or jointly the U.S. Borrower and the applicable Subsidiary) or enter into the applicable amendment, as the case may be, in each case in accordance with the L/C Issuer's usual and customary business practices. Immediately upon the issuance of each Dollar Letter of Credit, each U.S. Revolving Credit Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the L/C Issuer a risk participation in such Dollar Letter of Credit in an amount equal to the product of such U.S. Revolving Credit Lender's Applicable U.S. Revolving Credit Percentage times the amount of such Dollar Letter of Credit.

(iii) If the U.S. Borrower so requests in any applicable Letter of Credit Application, the L/C Issuer may, in its sole and absolute discretion, agree to issue a Dollar Letter of Credit that has automatic extension provisions (each, an "Auto-Extension Dollar Letter of Credit"); provided that any such Auto-Extension Dollar Letter of Credit must permit the L/C Issuer to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Dollar Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "NonExtension Notice Date") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by the L/C Issuer, the U.S. Borrower shall not be required to make a specific request to the L/C Issuer for any such extension. Once an Auto-Extension Dollar Letter of Credit has been issued, the U.S. Revolving Credit Lenders shall be deemed to have authorized (but may not require) the L/C Issuer to permit the extension of such Dollar Letter of Credit at any time to an expiry date not later than the Dollar Letter of Credit Expiration Date; provided, however, that the L/C Issuer shall not have an obligation to permit any such extension if (A) the L/C Issuer has determined that it would not be permitted, or would have no obligation at such time to issue such Dollar Letter of Credit in its revised form (as extended) under the

terms hereof (by reason of the provisions of clause (ii) or (iii) of Section 2.03(a) or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is five Business Days before the NonExtension Notice Date (1) from the Administrative Agent that the Required Dollar Letter of Credit Lenders have elected not to permit such extension, (2) from the Administrative Agent, any U.S. Revolving Credit Lender or the U.S. Borrower that one or more of the applicable conditions specified in Section 4.02 is not then satisfied, and in each such case directing the L/C Issuer not to permit such extension or (3) from the U.S. Borrower directing the L/C Issuer not to permit such extension.

(iv) Promptly after its delivery of any Dollar Letter of Credit or any amendment to a Dollar Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the L/C Issuer will also deliver to the U.S. Borrower and the Administrative Agent a true and complete copy of such Dollar Letter of Credit or amendment and the Administrative Agent will give prompt notice of such Dollar Letter of Credit issuance or amendment to the U.S. Revolving Credit Lenders.

(c) Drawings and Reimbursements; Funding of Participations.

(i) Upon receipt from the beneficiary of any Dollar Letter of Credit of any notice of a drawing under such Dollar Letter of Credit, the L/C Issuer shall notify the U.S. Borrower and the Administrative Agent thereof. If the L/C Issuer notifies the U.S. Borrower of such payment prior to 11:00 a.m. on the date of any payment by the L/C Issuer under a Dollar Letter of Credit (each such date, a "Dollar Honor Date"), the U.S. Borrower shall reimburse the L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing on such Dollar Honor Date; provided, that if such notice is not provided to the U.S. Borrower prior to 11:00 a.m. on the Dollar Honor Date, then the U.S. Borrower shall reimburse the L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing on the next succeeding Business Day and such extension of time shall be reflected in computing fees in respect of any such Dollar Letter of Credit. If the U.S. Borrower fails to so reimburse the L/C Issuer by such time, the Administrative Agent shall promptly notify each Revolving Credit Lender of the Dollar Honor Date, the amount of the unreimbursed drawing (the "Unreimbursed Dollar Amount"), and the amount of such U.S. Revolving Credit Lender's Applicable U.S. Revolving Credit Percentage thereof. In such event, the U.S. Borrower shall be deemed to have requested a U.S. Revolving Credit Borrowing of Base Rate Loans to be disbursed on the Dollar Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.02 for the principal amount of Base Rate Loans, but subject to the amount of the unutilized portion of the U.S. Revolving Credit Commitments and the conditions set forth in Section 4.02 (other than the delivery of a Committed Loan Notice). Any notice given by the L/C Issuer or the Administrative Agent pursuant to this Section 2.03(c)(i) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each U.S. Revolving Credit Lender shall upon receipt of any notice pursuant to Section 2.03(c)(i) make funds available to the Administrative Agent for the

account of the L/C Issuer at the Administrative Agent's Office in an amount equal to its Applicable U.S. Revolving Credit Percentage of the Unreimbursed Dollar Amount not later than 1:00 p.m. on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.03(c)(iii), each U.S. Revolving Credit Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the U.S. Borrower in such amount. The Administrative Agent shall remit the funds so received to the L/C Issuer.

(iii) With respect to any Unreimbursed Dollar Amount that is not fully refinanced by a U.S. Revolving Credit Borrowing of Base Rate Loans because the conditions set forth in Section 4.02 (other than the delivery of a Committed Loan Notice, which is not required to be satisfied) cannot be satisfied or for any other reason, the U.S. Borrower shall be deemed to have incurred from the L/C Issuer a Dollar L/C Borrowing in the amount of the Unreimbursed Dollar Amount that is not so refinanced, which Dollar L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the Default Rate. In such event, each U.S. Revolving Credit Lender's payment to the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.03(c)(ii) shall be deemed payment in respect of its participation in such Dollar L/C Borrowing and shall constitute a Dollar L/C Advance from such Lender in satisfaction of its participation obligation under this Section 2.03.

(iv) Until a U.S. Revolving Credit Lender funds its U.S. Revolving Credit Loan or Dollar L/C Advance pursuant to this Section 2.03(c) to reimburse the L/C Issuer for any amount drawn under any Dollar Letter of Credit, interest in respect of such Lender's Applicable U.S. Revolving Credit Percentage of such amount shall be solely for the account of the L/C Issuer.

(v) Each U.S. Revolving Credit Lender's obligation to make U.S. Revolving Credit Loans or Dollar L/C Advances to reimburse the L/C Issuer for amounts drawn under Dollar Letters of Credit, as contemplated by this Section 2.03(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the L/C Issuer, the U.S. Borrower or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each U.S. Revolving Credit Lender's obligation to make U.S. Revolving Credit Loans pursuant to this Section 2.03(c) is subject to the conditions set forth in Section 4.02 (other than delivery by the U.S. Borrower of a Committed Loan Notice). No such making of a Dollar L/C Advance shall relieve or otherwise impair the obligation of the U.S. Borrower to reimburse the L/C Issuer for the amount of any payment made by the L/C Issuer under any Dollar Letter of Credit, together with interest as provided herein.

(vi) If any U.S. Revolving Credit Lender fails to make available to the Administrative Agent for the account of the L/C Issuer any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.03(c) by the time specified in Section 2.03(c)(ii), the L/C Issuer shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest

thereon for the period from the date such payment is required to the date on which such payment is immediately available to the L/C Issuer at a rate per annum equal to the greater of the Federal Funds Rate and a rate determined by the L/C Issuer in accordance with banking industry rules on interbank compensation from time to time in effect. A certificate of the L/C Issuer submitted to any U.S. Revolving Credit Lender (through the Administrative Agent) with respect to any amounts owing under this Section 2.03(c)(vi) shall be conclusive absent manifest error.

(d) Repayment of Participations.

(i) At any time after the L/C Issuer has made a payment under any Dollar Letter of Credit and has received from any U.S. Revolving Credit Lender such Lender's L/C Advance in respect of such payment in accordance with Section 2.03(c), if the Administrative Agent receives for the account of the L/C Issuer any payment in respect of the related Unreimbursed Dollar Amount or interest thereon (whether directly from the U.S. Borrower or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Lender its Applicable U.S. Revolving Credit Percentage thereof (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's Dollar L/C Advance was outstanding) in the same funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.03(c)(i) is required to be returned under any of the circumstances described in Section 10.05 (including pursuant to any settlement entered into by the L/C Issuer in its discretion), each U.S. Revolving Credit Lender shall pay to the Administrative Agent for the account of the L/C Issuer its Applicable U.S. Revolving Credit Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Lender, at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Obligations Absolute. The obligation of the U.S. Borrower to reimburse the L/C Issuer for each drawing under each Dollar Letter of Credit and to repay each Dollar L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Dollar Letter of Credit, this Agreement, or any other Loan Document;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that the U.S. Borrower or any Subsidiary may have at any time against any beneficiary or any transferee of such Dollar Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Dollar

Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Dollar Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Dollar Letter of Credit;

(iv) any payment by the L/C Issuer under such Dollar Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Dollar Letter of Credit; or any payment made by the L/C Issuer under such Dollar Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Dollar Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law;

(v) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the U.S. Borrower or any of its Subsidiaries.

The U.S. Borrower shall promptly examine a copy of each Dollar Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with the U.S. Borrower's instructions or other irregularity, the U.S. Borrower will promptly notify the L/C Issuer. The U.S. Borrower shall be conclusively deemed to have waived any such claim against the L/C Issuer and its correspondents unless such notice is given as aforesaid.

(f) Role of L/C Issuer. Each Lender and the U.S. Borrower agree that, in paying any drawing under a Dollar Letter of Credit, the L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Dollar Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Issuer, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of the L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the U.S. Revolving Credit Lenders or the Required Dollar Letter of Credit Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Dollar Letter of Credit or Issuer Document. The U.S. Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Dollar Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude the U.S. Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of the L/C Issuer, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of the L/C Issuer shall be liable or responsible for any of the matters described in clauses (i) through (v) of Section 2.03(e); provided, however, that anything in such

clauses to the contrary notwithstanding, the U.S. Borrower may have a claim against the L/C Issuer, and the L/C Issuer may be liable to the U.S. Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the U.S. Borrower which the U.S. Borrower proves were caused by the L/C Issuer's willful misconduct or gross negligence or the L/C Issuer's willful or grossly negligent failure to pay under any Dollar Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Dollar Letter of Credit. In furtherance and not in limitation of the foregoing, the L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and the L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Dollar Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

(g) Cash Collateral. Upon the request of the Administrative Agent, (i) if the L/C Issuer has honored any full or partial drawing request under any Dollar Letter of Credit and such drawing has resulted in a Dollar L/C Borrowing, or (ii) if, as of the Dollar Letter of Credit Expiration Date, any Dollar L/C Obligation for any reason remains outstanding, the U.S. Borrower shall, in each case, immediately Cash Collateralize the then Outstanding Amount of all Dollar L/C Obligations; provided, that all such Cash Collateral or Backstop L/Cs (each as defined below) shall be denominated in Dollars. Sections 2.07 and 8.02(c) set forth certain additional requirements to deliver Cash Collateral hereunder. For purposes of this Section 2.03, Section 2.04, Section 2.05, Section 2.07 and Section 8.02(c), "Cash Collateralize" means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the L/C Issuer and the Lenders, as collateral for the L/C Obligations, cash or deposit account balances ("Cash Collateral") or one or more backstop Letters of Credit in form and substance acceptable to, and issued by financial institutions reasonably acceptable to the L/C Issuer (each such Letter of Credit, a "Backstop L/C") pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent and the L/C Issuer (which documents are hereby consented to by the Lenders). Derivatives of such term have corresponding meanings. The Borrowers hereby grant to the Administrative Agent, for the benefit of the L/C Issuer and the Lenders, a security interest in all such cash, deposit accounts and all balances therein and all proceeds of the foregoing. Cash Collateral shall be maintained in Cash Collateral Accounts. If at any time the Administrative Agent determines that any funds held as Cash Collateral are subject to any right or claim of any Person other than the Administrative Agent or that the total amount of such funds and Backstop L/Cs then held by the L/C Issuer in respect of Dollar L/C Obligations is less than the aggregate Outstanding Amount of all Dollar L/C Obligations, the U.S. Borrower will, forthwith upon demand by the Administrative Agent either (x) deliver one or more additional Backstop L/Cs or (y) pay to the Administrative Agent, as additional funds to be deposited as Cash Collateral aforesaid, an amount equal to the excess of (a) such aggregate Outstanding Amount over (b) the total amount of funds, if any, then held as Cash Collateral in respect of Dollar L/C Obligations that the Administrative Agent determines to be free and clear of any such right and claim or subjected to such existing Backstop L/Cs. Upon the drawing of any Dollar Letter of Credit for which funds are on deposit as Cash Collateral, such funds shall be applied, to the extent permitted under applicable law, to reimburse the L/C Issuer or the U.S. Revolving Credit Lenders in accordance with the terms hereof. In the event that the funds held as Cash Collateral exceed in respect of Dollar L/C Obligations 105% of the aggregate

Outstanding Amount of all Dollar L/C Obligations, the L/C Issuer shall, at the U.S. Borrower's request, refund such excess to the U.S. Borrower so long as no Default or Event of Default shall have occurred and be continuing. In the event that the aggregate amount available to be drawn under any Backstop L/C held in respect to Dollar L/C Obligations exceeds 105% of the aggregate Outstanding Amount of all Dollar L/C Obligations, the L/C Issuer shall, upon request by the U.S. Borrower, use reasonable efforts to cause the aggregate among available to be drawn under any such Backstop L/C to be reduced by the amount of such excess, so long as no Default or Event of Default shall have occurred and be continuing.

(h) Applicability of ISP98 and UCP. Unless otherwise expressly agreed by the L/C Issuer and the U.S. Borrower when a Dollar Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit), (i) the rules of the ISP shall apply to each standby Dollar Letter of Credit, and (ii) the rules of the Uniform Customs and Practice for Documentary Credits, as most recently published by the International Chamber of Commerce at the time of issuance shall apply to each commercial Dollar Letter of Credit.

(i) Letter of Credit Fees. The U.S. Borrower shall pay to the Administrative Agent for the account of each U.S. Revolving Credit Lender in accordance with its Applicable U.S. Revolving Credit Percentage a Letter of Credit Fee (the "Dollar Letter of Credit Fee") for each Dollar Letter of Credit equal to the Applicable Rate times the daily amount available to be drawn under such Dollar Letter of Credit. For purposes of computing the daily amount available to be drawn under any Dollar Letter of Credit, the amount of such Dollar Letter of Credit shall be determined in accordance with Section 1.06. Letter of Credit Fees shall be (i) computed on a quarterly basis in arrears and (ii) due and payable on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the issuance of such Dollar Letter of Credit, on the Dollar Letter of Credit Expiration Date and thereafter on demand. If there is any change in the Applicable Rate during any quarter, the daily amount available to be drawn under each standby Dollar Letter of Credit shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect. Notwithstanding anything to the contrary contained herein, upon the request of the Required Dollar Letter of Credit Lenders, while any Event of Default exists, all Letter of Credit Fees payable under shall accrue at the Default Rate.

(j) Fronting Fee and Documentary and Processing Charges Payable to L/C Issuer. The U.S. Borrower shall pay directly to the L/C Issuer for its own account a fronting fee (i) with respect to each commercial Dollar Letter of Credit, at a rate separately agreed between the U.S. Borrower and the L/C Issuer, computed on the amount of such Dollar Letter of Credit, and payable upon the issuance thereof, (ii) with respect to any amendment of a commercial Dollar Letter of Credit increasing the amount of such Dollar Letter of Credit, at a rate separately agreed between the U.S. Borrower and the L/C Issuer, computed on the amount of such increase, and payable upon the effectiveness of such amendment and (iii) with respect to each standby Dollar Letter of Credit, at a rate separately agreed between the U.S. Borrower and the L/C Issuer, computed on the daily amount available to be drawn under such Letter of Credit on a quarterly basis in arrears, and due and payable on the last Business Day of each calendar quarter, commencing with the first such date to occur after the issuance of such Dollar Letter of Credit, on the Dollar Letter of Credit Expiration Date and thereafter on demand. In addition, the U.S. Borrower shall pay directly to the L/C Issuer for its own account the customary issuance,

presentation, amendment and other processing fees, and other standard costs and charges, of the L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable on demand and are nonrefundable.

(k) Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

(l) Letters of Credit Issued for Subsidiaries. Notwithstanding that a Dollar Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Subsidiary, the U.S. Borrower shall be obligated to reimburse the L/C Issuer hereunder for any and all drawings under such Dollar Letter of Credit. The U.S. Borrower hereby acknowledges that the issuance of Dollar Letters of Credit for the account of Subsidiaries inures to the benefit of the U.S. Borrower, and that the U.S. Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

(m) Non-Dollar Letters of Credit

(i) The U.S. Borrower agrees that its reimbursement obligation under Section 2.03(c) and any resulting L/C Borrowing, in each case in respect of a drawing under any Non-Dollar Letter of Credit, (x) shall be payable in Dollars at the Dollar Equivalent of such obligation in the currency in which such Non-Dollar Letter of Credit was issued (determined on the date of payment) and (y) in lieu of interest payable pursuant to Section 2.03(c), shall bear interest at a rate per annum equal to the sum of the Federal Funds Rate plus the Applicable Rate plus 3% for each day from and including the Dollar Honor Date to but excluding the date such obligation is paid in full.

(ii) Each Lender agrees that its obligation to make U.S. Revolving Credit Loans under Section 2.03(c) and to make L/C Advances for any unpaid reimbursement obligation or L/C Borrowing in respect of a drawing under any Non-Dollar Letter of Credit shall be payable in Dollars at the Dollar Equivalent of such obligation in the currency in which such Non-Dollar Letter of Credit was issued (calculated on the date of payment) (and, in lieu of interest payable pursuant to Section 2.03(c)(vi), any such amount which is not paid when due shall bear interest at a rate per annum equal to the Overnight Rate plus, beginning on the third Business Day after such amount was due, the Applicable Rate).

(iii) For purposes of determining whether there is availability for the U.S. Borrower to request, continue or convert any Loan, or request, extend or increase the face amount of any Letter of Credit, the Dollar Equivalent of the Outstanding Amount of each Non-Dollar Letter of Credit shall be calculated on the date such Letter of Credit is to be issued, extended or increased and on the last day of each calendar month.

(iv) For purposes of determining (i) the amount of the Outstanding Amount of Dollar L/C Obligations, (ii) the letter of credit fee under Section 2.03(i), and (iii) the Total U.S. Revolving Credit Outstandings in Section 2.07(b)(iv), the Dollar Equivalent of the Outstanding Amount of any Non-Dollar

Letter of Credit shall be determined on each of (1) the date of any payment by the Issuing Lender in respect of a drawing under such Non-Dollar Letter of Credit, (2) the last day of each calendar month and (4) each day on which the U.S. Revolving Credit Commitments are reduced.

2.04 Euro Letters of Credit.

(a) The Euro Letter of Credit Commitment.

(i) Subject to the terms and conditions set forth herein, (A) the L/C Issuer agrees, in reliance upon the agreements of the other Euro Currency Revolving Credit Lenders set forth in this Section 2.04, (1) from time to time on any Business Day during the period from the Closing Date until the Euro Letter of Credit Expiration Date, to issue Euro Letters of Credit for the account of the Euro Borrower (or jointly for the account of the Euro Borrower and any of its Subsidiaries), and to amend or extend Euro Letters of Credit previously issued by it, in accordance with Section 2.04(b), and (2) to honor drawings under the Euro Letters of Credit; and (B) the Euro Revolving Credit Lenders severally agree to participate in Euro Letters of Credit issued for the account of the Euro Borrower (or jointly for the account of the Euro Borrower and any of its Subsidiaries) and any drawings thereunder; provided that after giving effect to any L/C Credit Extension with respect to any Euro Letter of Credit, (x) the Total Euro Revolving Credit Outstandings at such time shall not exceed the Euro Revolving Credit Facility at such time, (y) the aggregate Outstanding Amount of the Euro Revolving Credit Loans of any Euro Revolving Credit Lender, plus such Lender's Applicable Euro Revolving Credit Percentage of the Outstanding Amount of all Euro L/C Obligations, plus such Lender's Applicable Euro Revolving Credit Percentage of the Outstanding Amount of all Euro Swing Line Loans, shall not exceed such Lender's Euro Revolving Credit Commitment, and (z) the Outstanding Amount of the Euro L/C Obligations at such time shall not exceed the Euro Letter of Credit Sublimit. Each request by the Euro Borrower for the issuance or amendment of a Euro Letter of Credit shall be deemed to be a representation by the Euro Borrower that the Euro L/C Credit Extension so requested complies with the conditions set forth in the proviso to the preceding sentence. Within the foregoing limits, and subject to the terms and conditions hereof, the Euro Borrower's ability to obtain Euro Letters of Credit shall be fully revolving, and accordingly the Euro Borrower may, during the foregoing period, obtain Euro Letters of Credit to replace Euro Letters of Credit that have expired or that have been drawn upon and reimbursed.

(ii) The L/C Issuer shall not issue any Euro Letter of Credit if subject to Section 2.04(b)(iii), the expiry date of such requested Euro Letter of Credit would occur more than twelve months after the date of issuance or last extension, unless the Required Euro Letter of Credit Lenders have approved such expiry date.

(iii) The L/C Issuer shall not be under any obligation to issue any Euro Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the L/C Issuer from

issuing such Euro Letter of Credit, or any Law applicable to the L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the L/C Issuer shall prohibit, or request that the L/C Issuer refrain from, the issuance of letters of credit generally or such Euro Letter of Credit in particular or shall impose upon the L/C Issuer with respect to such Euro Letter of Credit any restriction, reserve or capital requirement (for which the L/C Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon the L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which the L/C Issuer in good faith deems material to it;

(B) the issuance of such Euro Letter of Credit would violate one or more policies of the L/C Issuer;

(C) except as otherwise agreed by the Administrative Agent and the L/C Issuer, such Euro Letter of Credit is in an initial stated amount less than (euro)100,000;

(D) the expiry date of such requested Euro Letter of Credit would occur after the Euro Letter of Credit Expiration Date, unless all of the Euro Revolving Credit Lenders have approved such expiry date.

(E) such Euro Letter of Credit is to be denominated in a currency other than Euros;

(F) such Euro Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder; or

(G) a default of any Lender's obligations to fund under Section 2.04(c) exists or any Lender is at such time a Defaulting Lender hereunder, unless the L/C Issuer has entered into satisfactory arrangements with the Euro Borrower or such Lender to eliminate the L/C Issuer's risk with respect to such Lender.

(iv) The L/C Issuer shall not amend any Euro Letter of Credit if the L/C Issuer would not be permitted at such time to issue such Euro Letter of Credit in its amended form under the terms hereof.

(v) The L/C Issuer shall be under no obligation to amend any Euro Letter of Credit if (A) the L/C Issuer would have no obligation at such time to issue such Euro Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of such Euro Letter of Credit does not accept the proposed amendment to such Euro Letter of Credit.

(vi) The L/C Issuer shall act on behalf of the Euro Revolving Credit Lenders with respect to any Euro Letters of Credit issued by it and the documents associated therewith, and the L/C Issuer shall have all of the benefits and immunities (A) provided to the Administrative Agent in Article IX with respect to any acts taken or omissions suffered by the L/C Issuer in connection with Euro Letters of Credit issued by it or

proposed to be issued by it and Issuer Documents pertaining to such Euro Letters of Credit as fully as if the term "Administrative Agent" as used in Article IX included the L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to the L/C Issuer.

(b) Procedures for Issuance and Amendment of Euro Letters of Credit; Auto-Extension Euro Letters of Credit.

(i) Each Euro Letter of Credit shall be issued or amended, as the case may be, upon the request of the Euro Borrower delivered to the L/C Issuer (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the Euro Borrower. Such Letter of Credit Application must be received by the L/C Issuer and the Administrative Agent not later than 11:00 a.m. (Relevant Local Time) at least three Business Days (or such later date and time as the Administrative Agent and the L/C Issuer may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Euro Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the L/C Issuer: (A) the proposed issuance date of the requested Euro Letter of Credit (which shall be a Business Day); (B) the amount thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder and (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder. In the case of a request for an amendment of any outstanding Euro Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the L/C Issuer (1) the Euro Letter of Credit to be amended; (2) the proposed date of amendment thereof (which shall be a Business Day) and (3) the nature of the proposed amendment. Additionally, the Euro Borrower shall furnish to the L/C Issuer and the Administrative Agent such other documents and information pertaining to such requested Euro Letter of Credit issuance or amendment, including any Issuer Documents, as the L/C Issuer or the Administrative Agent may reasonably require.

(ii) Promptly after receipt of any Letter of Credit Application, the L/C Issuer will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit Application from the Euro Borrower and, if not, the L/C Issuer will provide the Administrative Agent with a copy thereof. Unless the L/C Issuer has received written notice from any Euro Revolving Credit Lender, the Administrative Agent or any Loan Party, at least one Business Day prior to the requested date of issuance or amendment of the applicable Euro Letter of Credit, that one or more applicable conditions contained in Section 4.02 shall not then be satisfied, then, subject to the terms and conditions hereof, the L/C Issuer shall, on the requested date, issue a Euro Letter of Credit for the account of the Euro Borrower (or jointly the Euro Borrower and the applicable Subsidiary) or enter into the applicable amendment, as the case may be, in each case in accordance with the L/C Issuer's usual and customary business practices. Immediately upon the issuance of each Euro Letter of Credit, each Euro Revolving Credit Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the L/C Issuer a risk participation in such

Euro Letter of Credit in an amount equal to the product of such Euro Revolving Credit Lender's Applicable Euro Revolving Credit Percentage times the amount of such Euro Letter of Credit.

(iii) If the Euro Borrower so requests in any applicable Letter of Credit Application, the L/C Issuer may, in its sole and absolute discretion, agree to issue a Euro Letter of Credit that has automatic extension provisions (each, an "Auto-Extension Euro Letter of Credit"); provided that any such Auto-Extension Euro Letter of Credit must permit the L/C Issuer to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Euro Letter of Credit) by giving prior notice to the beneficiary thereof not later than the NonExtension Notice Date in each such twelve-month period to be agreed upon at the time such Euro Letter of Credit is issued. Unless otherwise directed by the L/C Issuer, the Euro Borrower shall not be required to make a specific request to the L/C Issuer for any such extension. Once an Auto-Extension Euro Letter of Credit has been issued, the Euro Revolving Credit Lenders shall be deemed to have authorized (but may not require) the L/C Issuer to permit the extension of such Euro Letter of Credit at any time to an expiry date not later than the Euro Letter of Credit Expiration Date; provided, however, that the L/C Issuer shall not have an obligation to permit any such extension if (A) the L/C Issuer has determined that it would not be permitted, or would have no obligation at such time to issue such Euro Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of clause (ii) or (iii) of Section 2.04(a) or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is five Business Days before the NonExtension Notice Date (1) from the Administrative Agent that the Required Euro Letter of Credit Lenders have elected not to permit such extension, (2) from the Administrative Agent, any Euro Revolving Credit Lender or the Euro Borrower that one or more of the applicable conditions specified in Section 4.02 is not then satisfied, and in each such case directing the L/C Issuer not to permit such extension or (3) from the Euro Borrower directing the L/C Issuer not to permit such extension.

(iv) Promptly after its delivery of any Euro Letter of Credit or any amendment to a Euro Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the L/C Issuer will also deliver to the Euro Borrower and the Administrative Agent a true and complete copy of such Euro Letter of Credit or amendment and the Administrative Agent will give prompt notice of such Euro Letter of Credit issuance or amendment to the Euro Revolving Credit Lenders.

(c) Drawings and Reimbursements; Funding of Participations.

(i) Upon receipt from the beneficiary of any Euro Letter of Credit of any notice of a drawing under such Euro Letter of Credit, the L/C Issuer shall notify the Euro Borrower and the Administrative Agent thereof. If the L/C Issuer notifies the Euro Borrower of such payment prior to 11:00 a.m. on the date of any payment by the L/C Issuer under a Euro Letter of Credit (each such date, a "Euro Honor Date"), the Euro Borrower shall reimburse the L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing. On such Euro Honor Date; provided that if such

notice is not provided to the Euro Borrower prior to 11:00 a.m. on the Euro Honor Date, then the Euro Borrower shall reimburse the L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing on the next succeeding Business Day and such extension of time shall be reflected in computing fees in respect of any such Euro Letter of Credit. If the Euro Borrower fails to so reimburse the L/C Issuer by such time, the Administrative Agent shall promptly notify each Euro Revolving Credit Lender of the Euro Honor Date, the amount of the unreimbursed drawing (the "Unreimbursed Euro Amount"), and the amount of such Euro Revolving Credit Lender's Applicable Euro Revolving Credit Percentage thereof. In such event, the Euro Borrower shall be deemed to have requested a Euro Revolving Credit Borrowing of Eurocurrency Rate Loans with an Interest Period of one month to be disbursed on the Euro Honor Date in an amount equal to the Unreimbursed Euro Amount, without regard to the minimum and multiples specified in Section 2.02 for the principal amount of Eurocurrency Rate Loans, but subject to the amount of the unutilized portion of the Euro Revolving Credit Commitments and the conditions set forth in Section 4.02 (other than the delivery of a Committed Loan Notice). Any notice given by the L/C Issuer or the Administrative Agent pursuant to this Section 2.04(c)(i) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Euro Revolving Credit Lender shall upon receipt of any notice pursuant to Section 2.04(c)(i) make funds available to the Administrative Agent for the account of the L/C Issuer at the Administrative Agent's Office in an amount equal to its Applicable Euro Revolving Credit Percentage of the Unreimbursed Euro Amount not later than 1:00 p.m. on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.04(c)(iii), each Euro Revolving Credit Lender that so makes funds available shall be deemed to have made a Eurocurrency Rate Loan with an Interest Period of one month to the Euro Borrower in such amount. The Administrative Agent shall remit the funds so received to the L/C Issuer.

(iii) With respect to any Unreimbursed Euro Amount that is not fully refinanced by a Euro Revolving Credit Borrowing of Eurocurrency Rate Loans because the conditions set forth in Section 4.02 (other than the delivery of a Committed Loan Notice, which is not required to be satisfied) cannot be satisfied or for any other reason, the Euro Borrower shall be deemed to have incurred from the L/C Issuer a Euro L/C Borrowing in the amount of the Unreimbursed Euro Amount that is not so refinanced, which Euro L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the Default Rate. In such event, each Euro Revolving Credit Lender's payment to the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.04(c)(ii) shall be deemed payment in respect of its participation in such Euro L/C Borrowing and shall constitute a Euro L/C Advance from such Lender in satisfaction of its participation obligation under this Section 2.04.

(iv) Until a Euro Revolving Credit Lender funds its Euro Revolving Credit Loan or Euro L/C Advance pursuant to this Section 2.04(c) to reimburse the L/C Issuer for any amount drawn under any Euro Letter of Credit, interest in respect of such

Lender's Applicable Euro Revolving Credit Percentage of such amount shall be solely for the account of the L/C Issuer.

(v) Each Euro Revolving Credit Lender's obligation to make Euro Revolving Credit Loans or Euro L/C Advances to reimburse the L/C Issuer for amounts drawn under Euro Letters of Credit, as contemplated by this Section 2.04(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the L/C Issuer, the Euro Borrower or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Euro Revolving Credit Lender's obligation to make Euro Revolving Credit Loans pursuant to this Section 2.04(c) is subject to the conditions set forth in Section 4.02 (other than delivery by the Euro Borrower of a Committed Loan Notice). No such making of a Euro L/C Advance shall relieve or otherwise impair the obligation of the Euro Borrower to reimburse the L/C Issuer for the amount of any payment made by the L/C Issuer under any Euro Letter of Credit, together with interest as provided herein.

(vi) If any Euro Revolving Credit Lender fails to make available to the Administrative Agent for the account of the L/C Issuer any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c)(ii), the L/C Issuer shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the L/C Issuer at a rate per annum equal to the greater of the Overnight Rate and a rate determined by the L/C Issuer in accordance with banking industry rules on interbank compensation from time to time in effect. A certificate of the L/C Issuer submitted to any Euro Revolving Credit Lender (through the Administrative Agent) with respect to any amounts owing under this Section 2.04(c)(vi) shall be conclusive absent manifest error.

(d) Repayment of Participations.

(i) At any time after the L/C Issuer has made a payment under any Euro Letter of Credit and has received from any Euro Revolving Credit Lender such Lender's L/C Advance in respect of such payment in accordance with Section 2.04(c), if the Administrative Agent receives for the account of the L/C Issuer any payment in respect of the related Unreimbursed Euro Amount or interest thereon (whether directly from the Euro Borrower or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Lender its Applicable Euro Revolving Credit Percentage thereof (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's Euro L/C Advance was outstanding) in the same funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.04(c)(i) is required to be returned under any of the

circumstances described in Section 10.05 (including pursuant to any settlement entered into by the L/C Issuer in its discretion), each Euro Revolving Credit Lender shall pay to the Administrative Agent for the account of the L/C Issuer its Applicable Euro Revolving Credit Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Lender, at a rate per annum equal to the Overnight Rate from time to time in effect. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Obligations Absolute. The obligation of the Euro Borrower to reimburse the L/C Issuer for each drawing under each Euro Letter of Credit and to repay each Euro L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Euro Letter of Credit, this Agreement, or any other Loan Document;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that the Euro Borrower or any Subsidiary may have at any time against any beneficiary or any transferee of such Euro Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Euro Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Euro Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Euro Letter of Credit;

(iv) any payment by the L/C Issuer under such Euro Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Euro Letter of Credit; or any payment made by the L/C Issuer under such Euro Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Euro Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law;

(v) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Euro Borrower or any of its Subsidiaries.

The Euro Borrower shall promptly examine a copy of each Euro Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with the Euro Borrower's instructions or other irregularity, the Euro Borrower will promptly notify the L/C Issuer. The Euro Borrower shall be conclusively deemed to have

waived any such claim against the L/C Issuer and its correspondents unless such notice is given as aforesaid.

(f) Role of L/C Issuer. Each Lender and the Euro Borrower agree that, in paying any drawing under a Euro Letter of Credit, the L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Euro Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Issuer, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of the L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Euro Revolving Credit Lenders or the Required Euro Letter of Credit Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Euro Letter of Credit or Issuer Document. The Euro Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Euro Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude the Euro Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of the L/C Issuer, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of the L/C Issuer shall be liable or responsible for any of the matters described in clauses (i) through (v) of Section 2.04(e); provided, however, that anything in such clauses to the contrary notwithstanding, the Euro Borrower may have a claim against the L/C Issuer, and the L/C Issuer may be liable to the Euro Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Euro Borrower which the Euro Borrower proves were caused by the L/C Issuer's willful misconduct or gross negligence or the L/C Issuer's willful or grossly negligent failure to pay under any Euro Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Euro Letter of Credit. In furtherance and not in limitation of the foregoing, the L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and the L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Euro Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

(g) Cash Collateral. Upon the request of the Administrative Agent, (i) if the L/C Issuer has honored any full or partial drawing request under any Euro Letter of Credit and such drawing has resulted in a Euro L/C Borrowing, or (ii) if, as of the Euro Letter of Credit Expiration Date, any Euro L/C Obligation for any reason remains outstanding, the Euro Borrower shall, in each case, immediately Cash Collateralize the then Outstanding Amount of all Euro L/C Obligations; provided that all such cash collateral or Backstop L/Cs shall be denominated in Euros. The Euro Borrower hereby grants to the Administrative Agent, for the benefit of the L/C Issuer and the Lenders, a security interest in all such cash, deposit accounts and all balances therein and all proceeds of the foregoing. Cash Collateral shall be maintained in Cash Collateral Accounts. If at any time the Administrative Agent determines that any funds held as Cash Collateral are subject to any right or claim of any Person other than the

Administrative Agent or that the total amount of such funds and Backstop L/Cs held in respect of Euro L/C Obligations is less than the aggregate Outstanding Amount of all Euro L/C Obligations, the Euro Borrower will, forthwith upon demand by the Administrative Agent either (x) deliver one or more additional Backstop L/Cs or (y), pay to the Administrative Agent, as additional funds to be deposited as Cash Collateral aforesaid, an amount equal to the excess of (a) such aggregate Outstanding Amount over (b) the total amount of funds, if any, then held as Cash Collateral in respect in respect of Euro L/C Obligations that the Administrative Agent determines to be free and clear of any such right and claim or subject to such existing Backstop L/Cs. Upon the drawing of any Euro Letter of Credit for which funds are on deposit as Cash Collateral, such funds shall be applied, to the extent permitted under applicable law, to reimburse the L/C Issuer or the Euro Revolving Credit Lenders in accordance with the terms hereof. In the event that the funds held as Cash Collateral in respect of Euro L/C Obligations exceed 105% of the aggregate Outstanding Amount of all Euro L/C Obligations, the L/C Issuer shall, at the Euro Borrower's request, refund such excess to the Euro Borrower so long as no Default or Event of Default shall have occurred and be continuing. In the event that the aggregate amount available to be drawn under any Backstop L/C held in respect of Euro L/C Obligations exceeds the 105% of the aggregate Outstanding Amount of all Euro L/C Obligations, the L/C Issuer shall, upon request by the Euro Borrower and so long as no Event of Default shall have occurred and be continuing, use reasonable efforts to cause the aggregate amount available to be drawn under any such Backstop L/C to be reduced by the amount of such excess.

(h) Applicability of ISP98 and UCP. Unless otherwise expressly agreed by the L/C Issuer and the Euro Borrower when a Euro Letter of Credit is issued, (i) the rules of the ISP shall apply to each standby Euro Letter of Credit, and (ii) the rules of the Uniform Customs and Practice for Documentary Credits, as most recently published by the International Chamber of Commerce at the time of issuance shall apply to each commercial Euro Letter of Credit.

(i) Euro Letter of Credit Fees. The Euro Borrower shall pay to the Administrative Agent for the account of each Euro Revolving Credit Lender in accordance with its Applicable Euro Revolving Credit Percentage a Letter of Credit fee (the "Euro Letter of Credit Fee") for each Euro Letter of Credit equal to the Applicable Rate times the daily amount available to be drawn under such Euro Letter of Credit. For purposes of computing the daily amount available to be drawn under any Euro Letter of Credit, the amount of such Euro Letter of Credit shall be determined in accordance with Section 1.06. Euro Letter of Credit Fees shall be (i) computed on a quarterly basis in arrears and (ii) due and payable on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the issuance of such Euro Letter of Credit, on the Euro Letter of Credit Expiration Date and thereafter on demand. If there is any change in the Applicable Rate during any quarter, the daily amount available to be drawn under each standby Euro Letter of Credit shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect. Notwithstanding anything to the contrary contained herein, upon the request of the Required Euro Letter of Credit Lenders, while any Event of Default exists, all Euro Letter of Credit Fees shall accrue at the Default Rate.

(j) Fronting Fee and Documentary and Processing Charges Payable to L/C Issuer. The Euro Borrower shall pay directly to the L/C Issuer for its own account a fronting fee (i) with respect to each commercial Euro Letter of Credit, at a rate separately agreed between the

Euro Borrower and the L/C Issuer, computed on the amount of such Euro Letter of Credit, and payable upon the issuance thereof, (ii) with respect to any amendment of a commercial Euro Letter of Credit increasing the amount of such Euro Letter of Credit, at a rate separately agreed between the Euro Borrower and the L/C Issuer, computed on the amount of such increase, and payable upon the effectiveness of such amendment and (iii) with respect to each standby Euro Letter of Credit, at a rate separately agreed between the Euro Borrower and the L/C Issuer, computed on the daily amount available to be drawn under such Euro Letter of Credit on a quarterly basis in arrears, and due and payable on the last Business Day of each calendar quarter, commencing with the first such date to occur after the issuance of such Euro Letter of Credit, on the Euro Letter of Credit Expiration Date and thereafter on demand. In addition, the Euro Borrower shall pay directly to the L/C Issuer for its own account the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of the L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable on demand and are nonrefundable.

(k) Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

(l) Euro Letters of Credit Issued for Subsidiaries. Notwithstanding that a Euro Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, one of its Subsidiaries, the Euro Borrower shall be obligated to reimburse the L/C Issuer hereunder for any and all drawings under such Euro Letter of Credit. The Euro Borrower hereby acknowledges that the issuance of Euro Letters of Credit for the account of its Subsidiaries inures to the benefit of the Euro Borrower, and that the Euro Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

2.05 UK Letters of Credit.

(a) The UK Letter of Credit Commitment.

(i) Subject to the terms and conditions set forth herein, (A) the L/C Issuer agrees, in reliance upon the agreements of the other UK Revolving Credit Lenders set forth in this Section 2.05, (1) from time to time on any Business Day during the period from the Closing Date until the UK Letter of Credit Expiration Date, to issue UK Letters of Credit for the account of the UK Borrower (or jointly for the account of the UK Borrower and any Subsidiary), and to amend or extend UK Letters of Credit previously issued by it, in accordance with Section 2.05(b), and (2) to honor drawings under the UK Letters of Credit; and (B) the UK Revolving Credit Lenders severally agree to participate in UK Letters of Credit issued for the account of the UK Borrower (or jointly for the account of the UK Borrower and any of its Subsidiaries) and any drawings thereunder; provided that after giving effect to any L/C Credit Extension with respect to any UK Letter of Credit, (x) the Total UK Revolving Credit Outstandings at such time shall not exceed the UK Revolving Credit Facility at such time, (y) the aggregate Outstanding Amount of the UK Revolving Credit Loans of any UK Revolving Credit Lender, plus such Lender's Applicable UK Revolving Credit Percentage of the Outstanding Amount of all UK L/C Obligations, plus such Lender's Applicable UK Revolving Credit Percentage of the Outstanding Amount of all UK Swing Line Loans, shall not exceed

such Lender's UK Revolving Credit Commitment, and (z) the Outstanding Amount of the UK L/C Obligations at such time shall not exceed the UK Letter of Credit Sublimit. Each request by the UK Borrower for the issuance or amendment of a UK Letter of Credit shall be deemed to be a representation by the UK Borrower that the L/C Credit Extension so requested complies with the conditions set forth in the proviso to the preceding sentence. Within the foregoing limits, and subject to the terms and conditions hereof, the UK Borrower's ability to obtain UK Letters of Credit shall be fully revolving, and accordingly the UK Borrower may, during the foregoing period, obtain UK Letters of Credit to replace UK Letters of Credit that have expired or that have been drawn upon and reimbursed.

(ii) The L/C Issuer shall not issue any UK Letter of Credit if subject to Section 2.05(b)(iii), the expiry date of such requested UK Letter of Credit would occur more than twelve months after the date of issuance or last extension, unless the Required UK Letter of Credit Lenders have approved such expiry date.

(iii) The L/C Issuer shall not be under any obligation to issue any UK Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the L/C Issuer from issuing such UK Letter of Credit, or any Law applicable to the L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the L/C Issuer shall prohibit, or request that the L/C Issuer refrain from, the issuance of letters of credit generally or such UK Letter of Credit in particular or shall impose upon the L/C Issuer with respect to such UK Letter of Credit any restriction, reserve or capital requirement (for which the L/C Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon the L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which the L/C Issuer in good faith deems material to it;

(B) the issuance of such UK Letter of Credit would violate one or more policies of the L/C Issuer;

(C) except as otherwise agreed by the Administrative Agent and the L/C Issuer, such Letter of Credit is in an initial stated amount less than (pound)100,000;

(D) the expiry date of such requested UK Letter of Credit would occur after the UK Letter of Credit Expiration Date, unless all of the UK Revolving Credit Lenders have approved such expiry date.

(E) such UK Letter of Credit is to be denominated in a currency other than Pounds Sterling;

(F) such UK Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder; or

(G) a default of any Lender's obligations to fund under Section 2.05(c) exists or any Lender is at such time a Defaulting Lender hereunder, unless the L/C Issuer has entered into satisfactory arrangements with the UK Borrower or such Lender to eliminate the L/C Issuer's risk with respect to such Lender.

(iv) The L/C Issuer shall not amend any UK Letter of Credit if the L/C Issuer would not be permitted at such time to issue such UK Letter of Credit in its amended form under the terms hereof.

(v) The L/C Issuer shall be under no obligation to amend any UK Letter of Credit if (A) the L/C Issuer would have no obligation at such time to issue such UK Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of such UK Letter of Credit does not accept the proposed amendment to such UK Letter of Credit.

(vi) The L/C Issuer shall act on behalf of the UK Revolving Credit Lenders with respect to any UK Letters of Credit issued by it and the documents associated therewith, and the L/C Issuer shall have all of the benefits and immunities (A) provided to the Administrative Agent in Article IX with respect to any acts taken or omissions suffered by the L/C Issuer in connection with UK Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such UK Letters of Credit as fully as if the term "Administrative Agent" as used in Article IX included the L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to the L/C Issuer.

(b) Procedures for Issuance and Amendment of UK Letters of Credit; Auto-Extension UK Letters of Credit.

(i) Each UK Letter of Credit shall be issued or amended, as the case may be, upon the request of the UK Borrower delivered to the L/C Issuer (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the UK Borrower. Such Letter of Credit Application must be received by the L/C Issuer and the Administrative Agent not later than 11:00 a.m. (Relevant Local Time) at least three Business Days (or such later date and time as the Administrative Agent and the L/C Issuer may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a UK Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the L/C Issuer: (A) the proposed issuance date of the requested UK Letter of Credit (which shall be a Business Day); (B) the amount thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder and (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder. In the case of a request for an amendment of any outstanding UK Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the L/C Issuer (1) the UK Letter of Credit to be amended; (2) the proposed date of amendment thereof (which shall be a Business Day) and (3) the nature of the

proposed amendment. Additionally, the UK Borrower shall furnish to the L/C Issuer and the Administrative Agent such other documents and information pertaining to such requested UK Letter of Credit issuance or amendment, including any Issuer Documents, as the L/C Issuer or the Administrative Agent may reasonably require.

(ii) Promptly after receipt of any Letter of Credit Application, the L/C Issuer will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit Application from the UK Borrower and, if not, the L/C Issuer will provide the Administrative Agent with a copy thereof. Unless the L/C Issuer has received written notice from any UK Revolving Credit Lender, the Administrative Agent or any Loan Party, at least one Business Day prior to the requested date of issuance or amendment of the applicable UK Letter of Credit, that one or more applicable conditions contained in Section 4.02 shall not then be satisfied, then, subject to the terms and conditions hereof, the L/C Issuer shall, on the requested date, issue a UK Letter of Credit for the account of the UK Borrower (or jointly the UK Borrower and the applicable Subsidiary) or enter into the applicable amendment, as the case may be, in each case in accordance with the L/C Issuer's usual and customary business practices. Immediately upon the issuance of each UK Letter of Credit, each UK Revolving Credit Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the L/C Issuer a risk participation in such UK Letter of Credit in an amount equal to the product of such UK Revolving Credit Lender's Applicable UK Revolving Credit Percentage times the amount of such UK Letter of Credit.

(iii) If the UK Borrower so requests in any applicable UK Letter of Credit Application, the L/C Issuer may, in its sole and absolute discretion, agree to issue a UK Letter of Credit that has automatic extension provisions (each, an "Auto-Extension UK Letter of Credit"); provided that any such Auto-Extension UK Letter of Credit must permit the L/C Issuer to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such UK Letter of Credit) by giving prior notice to the beneficiary thereof not later than the NonExtension Notice Date in each such twelve-month period to be agreed upon at the time such UK Letter of Credit is issued. Unless otherwise directed by the L/C Issuer, the UK Borrower shall not be required to make a specific request to the L/C Issuer for any such extension. Once an Auto-Extension UK Letter of Credit has been issued, the UK Revolving Credit Lenders shall be deemed to have authorized (but may not require) the L/C Issuer to permit the extension of such UK Letter of Credit at any time to an expiry date not later than the UK Letter of Credit Expiration Date; provided, however, that the L/C Issuer shall not have an obligation to permit any such extension if (A) the L/C Issuer has determined that it would not be permitted, or would have no obligation at such time to issue such UK Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of clause (ii) or (iii) of Section 2.05(a) or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is five Business Days before the NonExtension Notice Date (1) from the Administrative Agent that the Required UK Letter of Credit Lenders have elected not to permit such extension, (2) from the Administrative Agent, any UK Revolving Credit Lender or the UK Borrower that one or more of the applicable conditions specified in Section 4.02 is not then

satisfied, and in each such case directing the L/C Issuer not to permit such extension or (3) from the UK Borrower directing the L/C Issuer not to permit such extension.

(iv) Promptly after its delivery of any UK Letter of Credit or any amendment to a UK Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the L/C Issuer will also deliver to the UK Borrower and the Administrative Agent a true and complete copy of such UK Letter of Credit or amendment and the Administrative Agent will give prompt notice of such UK Letter of Credit issuance or amendment to the UK Revolving Credit Lenders.

(c) Drawings and Reimbursements; Funding of Participations.

(i) Upon receipt from the beneficiary of any UK Letter of Credit of any notice of a drawing under such UK Letter of Credit, the L/C Issuer shall notify the UK Borrower and the Administrative Agent thereof. If the L/C Issuer notifies the UK Borrower of such payment prior to 11:00 a.m. (Relevant Local Time) on the date of any payment by the L/C Issuer under a UK Letter of Credit (each such date, a "UK Honor Date"), the UK Borrower shall reimburse the L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing on such UK Honor Date; provided that if such notice is not provided to the UK Borrower prior to 11:00 a.m. (Relevant Local Time) on the UK Honor Date, then the UK Borrower shall reimburse the L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing on the next succeeding Business Day and such extension of time shall be reflected in computing fees in respect of any such UK Letter of Credit. If the UK Borrower fails to so reimburse the L/C Issuer by such time, the Administrative Agent shall promptly notify each UK Revolving Credit Lender of the UK Honor Date, the amount of the unreimbursed drawing (the "Unreimbursed UK Amount"), and the amount of such UK Revolving Credit Lender's Applicable UK Revolving Credit Percentage thereof. In such event, the UK Borrower shall be deemed to have requested a UK Revolving Credit Borrowing of Eurocurrency Rate Loans with an Interest Period of one month to be disbursed on the UK Honor Date in an amount equal to the Unreimbursed UK Amount, without regard to the minimum and multiples specified in Section 2.02 for the principal Eurocurrency Rate Loans, but subject to the amount of the unutilized portion of the UK Revolving Credit Commitments and the conditions set forth in Section 4.02 (other than the delivery of a Committed Loan Notice). Any notice given by the L/C Issuer or the Administrative Agent pursuant to this Section 2.05(c)(i) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each UK Revolving Credit Lender shall upon receipt of any notice pursuant to Section 2.05(c)(i) make funds available to the Administrative Agent for the account of the L/C Issuer at the Administrative Agent's Office in an amount equal to its Applicable UK Revolving Credit Percentage of the Unreimbursed UK Amount not later than 1:00 p.m. on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.05(c)(iii), each UK Revolving Credit Lender that so makes funds available shall be deemed to have made a Eurocurrency Rate

Loan with an Interest Period of one month to the UK Borrower in such amount. The Administrative Agent shall remit the funds so received to the L/C Issuer.

(iii) With respect to any Unreimbursed UK Amount that is not fully refinanced by a UK Revolving Credit Borrowing of Eurocurrency Rate Loans because the conditions set forth in Section 4.02 (other than the delivery of a Committed Loan Notice, which is not required to be satisfied) cannot be satisfied or for any other reason, the UK Borrower shall be deemed to have incurred from the L/C Issuer a UK L/C Borrowing in the amount of the Unreimbursed UK Amount that is not so refinanced, which UK L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the Default Rate. In such event, each UK Revolving Credit Lender's payment to the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.05(c)(ii) shall be deemed payment in respect of its participation in such UK L/C Borrowing and shall constitute a UK L/C Advance from such Lender in satisfaction of its participation obligation under this Section 2.05.

(iv) Until a UK Revolving Credit Lender funds its UK Revolving Credit Loan or UK L/C Advance pursuant to this Section 2.05(c) to reimburse the L/C Issuer for any amount drawn under any UK Letter of Credit, interest in respect of such Lender's Applicable UK Revolving Credit Percentage of such amount shall be solely for the account of the L/C Issuer.

(v) Each UK Revolving Credit Lender's obligation to make UK Revolving Credit Loans or L/C Advances to reimburse the L/C Issuer for amounts drawn under UK Letters of Credit, as contemplated by this Section 2.05(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the L/C Issuer, the UK Borrower or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each UK Revolving Credit Lender's obligation to make UK Revolving Credit Loans pursuant to this Section 2.05(c) is subject to the conditions set forth in Section 4.02 (other than delivery by the UK Borrower of a Committed Loan Notice). No such making of an L/C Advance shall relieve or otherwise impair the obligation of the UK Borrower to reimburse the L/C Issuer for the amount of any payment made by the L/C Issuer under any UK Letter of Credit, together with interest as provided herein.

(vi) If any UK Revolving Credit Lender fails to make available to the Administrative Agent for the account of the L/C Issuer any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.05(c) by the time specified in Section 2.05(c)(ii), the L/C Issuer shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the L/C Issuer at a rate per annum equal to the greater of the Overnight Rate and a rate determined by the L/C Issuer in accordance with banking industry rules on interbank compensation from time to time in effect. A certificate of the L/C Issuer submitted to any UK Revolving Credit Lender (through the

Administrative Agent) with respect to any amounts owing under this Section 2.05(c)(vi) shall be conclusive absent manifest error.

(d) Repayment of Participations.

(i) At any time after the L/C Issuer has made a payment under any UK Letter of Credit and has received from any UK Revolving Credit Lender such Lender's UK L/C Advance in respect of such payment in accordance with Section 2.05(c), if the Administrative Agent receives for the account of the L/C Issuer any payment in respect of the related Unreimbursed UK Amount or interest thereon (whether directly from the UK Borrower or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Lender its Applicable UK Revolving Credit Percentage thereof (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's UK L/C Advance was outstanding) in the same funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.05(c)(i) is required to be returned under any of the circumstances described in Section 10.05 (including pursuant to any settlement entered into by the L/C Issuer in its discretion), each UK Revolving Credit Lender shall pay to the Administrative Agent for the account of the L/C Issuer its Applicable UK Revolving Credit Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Lender, at a rate per annum equal to the Overnight Rate from time to time in effect. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Obligations Absolute. The obligation of the UK Borrower to reimburse the L/C Issuer for each drawing under each UK Letter of Credit and to repay each UK L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such UK Letter of Credit, this Agreement, or any other Loan Document;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that the UK Borrower or any Subsidiary may have at any time against any beneficiary or any transferee of such UK Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such UK Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such UK Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the

transmission or otherwise of any document required in order to make a drawing under such UK Letter of Credit;

(iv) any payment by the L/C Issuer under such UK Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such UK Letter of Credit; or any payment made by the L/C Issuer under such UK Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such UK Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law;

(v) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the UK Borrower or any of its Subsidiaries.

The UK Borrower shall promptly examine a copy of each UK Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with the UK Borrower's instructions or other irregularity, the UK Borrower will promptly notify the L/C Issuer. The UK Borrower shall be conclusively deemed to have waived any such claim against the L/C Issuer and its correspondents unless such notice is given as aforesaid.

(f) Role of L/C Issuer. Each Lender and the UK Borrower agree that, in paying any drawing under a UK Letter of Credit, the L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the UK Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Issuer, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of the L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the UK Revolving Credit Lenders or the Required UK Letter of Credit Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any UK Letter of Credit or Issuer Document. The UK Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any UK Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude the UK Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of the L/C Issuer, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of the L/C Issuer shall be liable or responsible for any of the matters described in clauses (i) through (v) of Section 2.05(e); provided, however, that anything in such clauses to the contrary notwithstanding, the UK Borrower may have a claim against the L/C Issuer, and the L/C Issuer may be liable to the UK Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the UK Borrower which the UK Borrower proves were caused by the L/C Issuer's willful misconduct or gross negligence or the L/C Issuer's willful or grossly negligent failure to pay under any UK Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a UK Letter of Credit. In furtherance and not in limitation of the

foregoing, the L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and the L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a UK Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

(g) Cash Collateral. Upon the request of the Administrative Agent, (i) if the L/C Issuer has honored any full or partial drawing request under any UK Letter of Credit and such drawing has resulted in a UK L/C Borrowing, or (ii) if, as of the UK Letter of Credit Expiration Date, any UK L/C Obligations for any reason remains outstanding, the UK Borrower shall, in each case, immediately Cash Collateralize the then Outstanding Amount of all UK L/C Obligations; provided that all such Cash Collateral or Backstop L/Cs shall be denominated in Pounds Sterling. The UK Borrower hereby grants to the Administrative Agent, for the benefit of the L/C Issuer and the Lenders, a security interest in all such cash, deposit accounts and all balances therein and all proceeds of the foregoing. Cash Collateral shall be maintained in Cash Collateral Accounts. If at any time the Administrative Agent determines that any funds held as Cash Collateral are subject to any right or claim of any Person other than the Administrative Agent or that the total amount of such funds and Backstop L/Cs held in respect of the UK L/C Obligations is less than the aggregate Outstanding Amount of all UK L/C Obligations, the UK Borrower will, forthwith upon demand by the Administrative Agent, either (x) deliver one or more additional Backstop L/Cs or (y) pay to the Administrative Agent, as additional funds to be deposited as Cash Collateral aforesaid, an amount equal to the excess of (a) such aggregate Outstanding Amount over (b) the total amount of funds, if any, then held as Cash Collateral in respect of UK L/C Obligations that the Administrative Agent determines to be free and clear of any such right and claim or subject to such Backstop L/Cs. Upon the drawing of any UK Letter of Credit for which funds are on deposit as Cash Collateral, such funds shall be applied, to the extent permitted under applicable law, to reimburse the L/C Issuer or the UK Revolving Credit Lenders in accordance with the terms hereof. In the event that the funds held as Cash Collateral exceed 105% of the aggregate Outstanding Amount of all UK L/C Obligations, the L/C Issuer shall, at the UK Borrower's request, refund such excess to the UK Borrower so long as no Default or Event of Default shall have occurred and be continuing. In the event that the aggregate amount available to be drawn under any Backstop L/C held in respect of UK L/C Obligations exceeds the 105% of the aggregate Outstanding Amount of all UK L/C Obligations, the L/C Issuer shall, upon request by the UK Borrower and so long as no Event of Default shall have occurred and be continuing, use reasonable efforts to cause the aggregate amount available to be drawn under any such Backstop L/C to be reduced by the amount of such excess.

(h) Applicability of ISP98. Unless otherwise expressly agreed by the L/C Issuer and the UK Borrower when a UK Letter of Credit is issued, (i) the rules of the ISP shall apply to each UK Letter of Credit.

(i) UK Letter of Credit Fees. The UK Borrower shall pay to the Administrative Agent for the account of each UK Revolving Credit Lender in accordance with its Applicable UK Revolving Credit Percentage a Letter of Credit Fee (the "UK Letter or Credit Fee") for each UK Letter of Credit equal to the Applicable Rate times the daily amount available to be drawn under such UK Letter of Credit. For purposes of computing the daily amount

available to be drawn under any UK Letter of Credit, the amount of such UK Letter of Credit shall be determined in accordance with Section 1.06. UK Letter of Credit Fees shall be (i) computed on a quarterly basis in arrears and (ii) due and payable on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the issuance of such UK Letter of Credit, on the UK Letter of Credit Expiration Date and thereafter on demand. If there is any change in the Applicable Rate during any quarter, the daily amount available to be drawn under each UK Letter of Credit shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect. Notwithstanding anything to the contrary contained herein, upon the request of the Required UK Letter of Credit Lenders, while any Event of Default exists, all UK Letter of Credit Fees shall accrue at the Default Rate.

(j) Fronting Fee and Documentary and Processing Charges Payable to L/C Issuer. The UK Borrower shall pay directly to the L/C Issuer for its own account a fronting fee (i) with respect to each commercial UK Letter of Credit, at a rate separately agreed between the UK Borrower and the L/C Issuer, computed on the amount of such UK Letter of Credit, and payable upon the issuance thereof, (ii) with respect to any amendment of a commercial UK Letter of Credit increasing the amount of such UK Letter of Credit, at a rate separately agreed between the UK Borrower and the L/C Issuer, computed on the amount of such increase, and payable upon the effectiveness of such amendment and (iii) with respect to each standby UK Letter of Credit, at a rate separately agreed between the UK Borrower and the L/C Issuer, computed on the daily amount available to be drawn under such UK Letter of Credit on a quarterly basis in arrears, and due and payable on the last Business Day of each calendar quarter, commencing with the first such date to occur after the issuance of such UK Letter of Credit, on the UK Letter of Credit Expiration Date and thereafter on demand. In addition, the UK Borrower shall pay directly to the L/C Issuer for its own account the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of the L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable on demand and are nonrefundable.

(k) Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

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

2.06 Swing Line Loans.

(a) The Dollar Swing Line. Subject to the terms and conditions set forth herein, the Swing Line Lender agrees, in reliance upon the agreements of the other U.S. Revolving Credit Lenders set forth in this Section 2.06, to make loans (each such loan, a "Dollar Swing Line Loan") denominated in Dollars to the U.S. Borrower from time to time on any

Business Day during the Availability Period in an aggregate amount not to exceed at any time outstanding the amount of the Dollar Swing Line Sublimit, notwithstanding the fact that such Dollar Swing Line Loans, when aggregated with the Applicable U.S. Revolving Credit Percentage of the Outstanding Amount of U.S. Revolving Credit Loans and Dollar L/C Obligations of the Lender acting as Swing Line Lender, may exceed the amount of such Lender's U.S. Revolving Credit Commitment; provided, however, that after giving effect to any Dollar Swing Line Loan, (i) the Total U.S. Revolving Credit Outstandings shall not exceed the U.S. Revolving Credit Facility at such time and (ii) the aggregate Outstanding Amount of the U.S. Revolving Credit Loans of any U.S. Revolving Credit Lender at such time plus such U.S. Revolving Credit Lender's Applicable U.S. Revolving Credit Percentage of the Outstanding Amount of all Dollar L/C Obligations at such time, plus such U.S. Revolving Credit Lender's Applicable U.S. Revolving Credit Percentage of the Outstanding Amount of all Dollar Swing Line Loans at such time shall not exceed such Lender's U.S. Revolving Credit Commitment, and provided further that the U.S. Borrower shall not use the proceeds of any Dollar Swing Line Loan to refinance any outstanding Swing Line Loan. Within the foregoing limits, and subject to the other terms and conditions hereof, the U.S. Borrower may borrow under this Section 2.06(a), prepay under Section 2.07, and reborrow under this Section 2.06(a). Each Dollar Swing Line Loan shall be a Base Rate Loan. Immediately upon the making of a Dollar Swing Line Loan, each U.S. Revolving Credit Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a risk participation in such Dollar Swing Line Loan in an amount equal to the product of such U.S. Revolving Credit Lender's Applicable U.S. Revolving Credit Percentage times the amount of such Dollar Swing Line Loan.

(b) The Euro Swing Line. Subject to the terms and conditions set forth herein, the Swing Line Lender agrees, in reliance upon the agreements of the other Euro Revolving Credit Lenders set forth in this Section 2.06, to make loans (each such loan a "Euro Swing Line Loan") denominated in Euros to the Euro Borrower, in each case from time to time on any Business Day during the Availability Period in an aggregate amount not to exceed at any time outstanding the amount of the Euro Swing Line Sublimit, notwithstanding the fact that such Euro Swing Line Loans, when aggregated with the Applicable Euro Revolving Credit Percentage of the Outstanding Amount of Euro Revolving Credit Loans and Euro L/C Obligations of the Lender acting as Swing Line Lender, may exceed the amount of such Lender's Euro Revolving Credit Commitment; provided, however, that after giving effect to any Euro Swing Line Loan, (i) the Total Euro Revolving Credit Outstandings shall not exceed the Euro Revolving Credit Facility at such time and (ii) the aggregate Outstanding Amount of the Euro Revolving Credit Loans of any Euro Revolving Credit Lender at such time, plus such Euro Revolving Credit Lender's Applicable Euro Credit Percentage of the Outstanding Amount of all Euro L/C Obligations at such time, plus such Euro Revolving Credit Lender's Applicable Euro Revolving Credit Percentage of the Outstanding Amount of all Euro Swing Line Loans at such time shall not exceed such Lender's Euro Revolving Credit Commitment, and provided further that the Euro Borrower shall not use the proceeds of any Euro Swing Line Loan to refinance any outstanding Swing Line Loan. Within the foregoing limits, and subject to the other terms and conditions hereof, the Euro Borrower may borrow under this Section 2.06(b), prepay under Section 2.07, and reborrow under this Section 2.06(b). Each Euro Swing Line Loan shall be an Overnight Rate Loan. Immediately upon the making of a Euro Swing Line Loan, each Euro Revolving Credit Lender shall be deemed to, and hereby irrevocably and unconditionally agrees

to, purchase from the Swing Line Lender a risk participation in such Euro Swing Line Loan in an amount equal to the product of such Euro Revolving Credit Lender's Applicable Euro Revolving Credit Percentage times the amount of such Euro Swing Line Loan.

(c) The UK Swing Line. Subject to the terms and conditions set forth herein, the Swing Line Lender agrees, in reliance upon the agreements of the other UK Revolving Credit Lenders set forth in this Section 2.06, to make loans (each such loan, a "UK Swing Line Loan") denominated in Pounds Sterling to the UK Borrower from time to time on any Business Day during the Availability Period in an aggregate amount not to exceed at any time outstanding the amount of the UK Swing Line Sublimit, notwithstanding the fact that such UK Swing Line Loans, when aggregated with the Applicable UK Revolving Credit Percentage of the Outstanding Amount of UK Revolving Credit Loans and UK L/C Obligations of the Lender acting as Swing Line Lender, may exceed the amount of such Lender's UK Revolving Credit Commitment; provided, however, that after giving effect to any UK Swing Line Loan, (i) the Total UK Revolving Credit Outstandings shall not exceed the UK Revolving Credit Facility at such time and (ii) the aggregate Outstanding Amount of the UK Revolving Credit Loans of any UK Revolving Credit Lender at such time plus such UK Revolving Credit Lender's Applicable UK Revolving Credit Percentage of the Outstanding Amount of all UK L/C Obligations at such time, plus such UK Revolving Credit Lender's Applicable UK Revolving Credit Percentage of the Outstanding Amount of all UK Swing Line Loans at such time shall not exceed such Lender's UK Revolving Credit Commitment, and provided further that the UK Borrower shall not use the proceeds of any UK Swing Line Loan to refinance any outstanding Swing Line Loan. Within the foregoing limits, and subject to the other terms and conditions hereof, the UK Borrower may borrow under this Section 2.06(c), prepay under Section 2.07, and reborrow under this Section 2.06(c). Each UK Swing Line Loan shall be a Overnight Rate Loan. Immediately upon the making of a UK Swing Line Loan, each UK Revolving Credit Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a risk participation in such UK Swing Line Loan in an amount equal to the product of such UK Revolving Credit Lender's Applicable UK Revolving Credit Percentage times the amount of such UK Swing Line Loan.

(d) Borrowing Procedures. Each Swing Line Borrowing shall be made upon the applicable Borrower's irrevocable notice to the Swing Line Lender and the Administrative Agent, which may be given by telephone. Each such notice must be received by the Swing Line Lender and the Administrative Agent not later than 1:00 p.m. (Relevant Local Time) on the requested borrowing date, and shall specify (i) whether the Loan is a Dollar Swing Line Loan, a Euro Swing Line Loan or a UK Swing Line Loan, (ii) the amount to be borrowed, which shall be a minimum of U.S.$500,000 in the case of Dollar Swing Line Loans, (euro) 100,000 in the case of Euro Swing Line Loans and (pound) 100,000 in the case of UK Swing Line Loans, and (iii) the requested borrowing date, which shall be a Business Day. Each such telephonic notice must be confirmed promptly by delivery to the Swing Line Lender and the Administrative Agent of a written Swing Line Loan Notice, appropriately completed and signed by a Responsible Officer of the applicable Borrower. Promptly after receipt by the Swing Line Lender of any telephonic Swing Line Loan Notice, the Swing Line Lender will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has also received such Swing Line Loan Notice and, if not, the Swing Line Lender will notify the Administrative Agent (by telephone or in writing) of the contents thereof. Unless the Swing Line Lender has received notice (by

telephone or in writing) from the Administrative Agent (including at the request of any U.S. Revolving Credit Lender, Euro Revolving Credit Lender or UK Revolving Credit Lender, as applicable) prior to 2:00 p.m. (Relevant Local Time) on the date of the proposed Swing Line Borrowing (A) directing the Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the proviso to the first sentence of Section 2.06(a),(b) or (c), as applicable, or (B) that one or more of the applicable conditions specified in Section 4.02 is not then satisfied, then, subject to the terms and conditions hereof, the Swing Line Lender will, not later than 3:00 p.m. (Relevant Local Time) on the borrowing date specified in such Swing Line Loan Notice, make the amount of its Swing Line Loan available to the applicable Borrower at its office by crediting the account of such Borrower on the books of the Swing Line Lender or by wire transfer in immediately available funds.

(e) Refinancing of Swing Line Loans.

(i) The Swing Line Lender at any time in its sole and absolute discretion may request, (A) on behalf of the U.S. Borrower (which hereby irrevocably authorizes the Swing Line Lender to so request on its behalf), that each U.S. Revolving Credit Lender make a Base Rate Loan in an amount equal to such Lender's Applicable Percentage of the amount of Dollar Swing Line Loans then outstanding, (B) on behalf of the Euro Borrower (which hereby irrevocably authorizes the Swing Line Lender to so request on its behalf), that each Euro Revolving Credit Lender make a Eurocurrency Rate Loan with an initial Interest Period of one month in an amount equal to such Lender's Applicable Percentage of the amount of Euro Swing Line Loans then outstanding, or (C) on behalf of the UK Borrower (which hereby irrevocably authorizes the Swing Line Lender to so request on its behalf), that each UK Revolving Credit Lender make a Eurocurrency Rate Loan with an initial Interest Period of one month in an amount equal to such Lender's Applicable Percentage of the amount of UK Swing Line Loans them outstanding. Such request shall be made in writing (which written request shall be deemed to be a Committed Loan Notice for purposes hereof) and in accordance with the requirements of Section 2.02, without regard to the minimum and multiples specified therein for the principal amount of Base Rate Loans or Eurocurrency Loans, but subject to the unutilized portion of the applicable Revolving Credit Facility and the conditions set forth in Section 4.02. The Swing Line Lender shall furnish the applicable Borrower with a copy of the applicable Committed Loan Notice promptly after delivering such notice to the Administrative Agent. Each U.S. Revolving Credit Lender, each Euro Revolving Credit Lender, or each UK Revolving Credit Lender, as applicable, shall make an amount equal to its Applicable U.S. Revolving Credit Percentage, Applicable Euro Revolving Credit Percentage or Applicable UK Revolving Credit Percentage, respectively, of the amount specified in such Committed Loan Notice available to the Administrative Agent in immediately available funds for the account of the Swing Line Lender at the Administrative Agent's Office not later than 1:00 p.m. (Relevant Local Time) on the day specified in such Committed Loan Notice, whereupon, subject to Section 2.06(e)(ii), each U.S. Revolving Credit Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the U.S. Borrowing in such amount, each Euro Revolving Credit Lender that so makes funds available shall be deemed to have made a Eurocurrency Rate Loan (with an initial Interest Period of one month) to the Euro Borrower in such amount and each UK Revolving Credit Lender that so makes funds

available shall be deemed to have made a Eurocurrency Rate Loan (with an initial Interest Period of one month) to the UK Borrower in such amount. The Administrative Agent shall remit the funds so received to the Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Revolving Credit Borrowing in accordance with Section 2.06(e)(i), the request for Loans submitted by the Swing Line Lender as set forth herein shall be deemed to be a request by the Swing Line Lender that each of the applicable Revolving Credit Lenders fund its risk participation in the relevant Swing Line Loan and each applicable Revolving Credit Lender's payment to the Administrative Agent for the account of the Swing Line Lender pursuant to Section 2.06(e)(i) shall be deemed payment in respect of such participation.

(iii) If any Revolving Credit Lender fails to make available to the Administrative Agent for the account of the Swing Line Lender any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.06(e) by the time specified in Section 2.06(e)(i), the Swing Line Lender shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Line Lender at a rate per annum equal to the greater of the Federal Funds Rate (in the case of payments in Dollars) or the Overnight Rate (in the case of payments in Euros or Pounds Sterling) and a rate determined by the Swing Line Lender in accordance with banking industry rules on interbank compensation. A certificate of the Swing Line Lender submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent manifest error.

(iv) Each Revolving Credit Lender's obligation to make Revolving Credit Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.06(e) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the Swing Line Lender, the Borrowers or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Revolving Credit Lender's obligation to make Revolving Credit Loans pursuant to this Section 2.06(e) is subject to the conditions set forth in Section 4.02. No such funding of risk participations shall relieve or otherwise impair the obligation of the applicable Borrowers to repay Swing Line Loans, together with interest as provided herein.

(f) Repayment of Participations.

(i) At any time after any Revolving Credit Lender has purchased and funded a risk participation in a Swing Line Loan, if the Swing Line Lender receives any payment on account of such Swing Line Loan, the Swing Line Lender will distribute to such Revolving Credit Lender its applicable Applicable U.S. Revolving Credit Percentage, Applicable Euro Revolving Credit Percentage or Applicable UK Revolving Credit Percentage, as the case may be, of such payment (appropriately adjusted, in the case of

interest payments, to reflect the period of time during which such Lender's risk participation was funded) in the same funds as those received by the Swing Line Lender.

(ii) If any payment received by the Swing Line Lender in respect of principal or interest on any Dollar Swing Line Loan, Euro Swing Line Loan or UK Swing Line Loan is required to be returned by the Swing Line Lender under any of the circumstances described in Section 10.05 (including pursuant to any settlement entered into by the Swing Line Lender in its discretion), each U.S. Revolving Credit Lender, Euro Revolving Credit Lender or UK Revolving Credit Lender, as applicable, shall pay to the Swing Line Lender its Applicable U.S. Revolving Credit Percentage, Applicable Euro Revolving Credit Percentage or Applicable UK Revolving Credit Percentage, respectively, thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the Federal Funds Rate (in the case of payments in Dollars) or the Overnight Rate (in the case of payments in Euros or Pounds Sterling). The Administrative Agent will make such demand upon the request of the Swing Line Lender. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(g) Interest for Account of Swing Line Lender. The Swing Line Lender shall be responsible for invoicing the applicable Borrowers for interest on the Swing Line Loans. Until each applicable Revolving Credit Lender funds its Base Rate Loan, Eurocurrency Rate Loan or risk participation pursuant to this Section 2.06 to refinance such Revolving Credit Lender's Applicable U.S. Revolving Credit Percentage, Applicable Euro Revolving Credit Percentage or Applicable UK Revolving Credit Percentage of any Swing Line Loan, interest in respect of such Applicable U.S. Revolving Credit Percentage, Applicable Euro Revolving Credit Percentage or Applicable UK Revolving Credit Percentage shall be solely for the account of the Swing Line Lender.

(h) Payments Directly to Swing Line Lender. The applicable Borrowers shall make all payments of principal and interest in respect of the Swing Line Loans directly to the Swing Line Lender.

2.07 Prepayments.

(a) Optional. (i) The Borrowers may, upon notice to the Administrative Agent, at any time or from time to time voluntarily prepay Loans in whole or in part without premium or penalty; provided that (A) such notice must be received by the Administrative Agent not later than 1:00 p.m. (Relevant Local Time) (1) three Business Days prior to any date of prepayment of Eurocurrency Rate Loans and (2) on the date of prepayment of Base Rate Loans; (B) any prepayment of Eurocurrency Rate Loans shall be in a principal amount of U.S.$5,000,000 or a whole multiple of U.S.$500,000 in excess thereof in the case of Loans denominated in Dollars, (euro)5,000,000 or a whole multiple of (euro)500,000 in the case of Loans denominated in Euros, (pound)5,000,000 or a whole multiple of (pound)500,000 in excess thereof in the case of Loans denominated in Pounds Sterling and CAD5,000,000 or a whole multiple of CAD500,000 in excess thereof in the case of Loans denominated in Canadian Dollars; and (C) any prepayment of Base Rate Loans shall be in a principal amount of U.S.$500,000 or a whole

multiple of U.S.$100,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment and the Type(s) of Loans to be prepaid. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's ratable portion of such prepayment (based on such Lender's Applicable Percentage in respect of the relevant Facility). If such notice is given by a Borrower, such Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein; provided that the Borrowers may rescind or postpone any such notice of prepayment if such prepayment would have resulted from a refinancing of all the Loans and such refinancing shall not be consummated or otherwise shall be delayed. Any prepayment of a Eurocurrency Rate Loan shall be accompanied by all accrued interest thereon, together with any additional amounts required pursuant to Section 3.05. Each prepayment of the outstanding Term Loans pursuant to this Section 2.07(a) shall be applied (i) ratably to each of the Term Facilities and (ii) to the principal repayment installments thereof at the U.S. Borrower's election, and each such prepayment shall be paid to the Lenders in accordance with their respective Applicable Percentages in respect of each of the relevant Facilities.

(ii) The applicable Borrowers may, upon notice to the Swing Line Lender (with a copy to the Administrative Agent), at any time or from time to time, voluntarily prepay Swing Line Loans in whole or in part without premium or penalty; provided that (1) such notice must be received by the Swing Line Lender and the Administrative Agent not later than (x) 1:00 p.m. (Relevant Local Time) on the date of the prepayment of Dollar Swing Line Loans and (y) 12:00 noon (Relevant Local Time) on the date of prepayment of Euro Swing Line Loans and UK Swing Line Loans, and (2) any such prepayment shall be in a minimum principal amount of $100,000 in the case of Dollar Swing Line Loans, (euro)100,000 in the case of Euro Swing Line Loans or (pound)100,000 in the case of UK Swing Line Loans. Each such notice shall specify the date and amount of such prepayment. If such notice is given by a Borrower, such Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

(b) Mandatory. (i) Commencing with the fiscal year ended September 30, 2006, within five Business Days after financial statements have been delivered pursuant to Section 6.01(a) and the related Compliance Certificate has been delivered pursuant to Section 6.02(a), the Borrowers shall prepay an aggregate principal amount of Loans equal to (i) 50% of Excess Cash Flow for the fiscal year covered by such financial statements if the Consolidated Leverage Ratio for such fiscal year is greater than or equal to 3.75:1, (ii) 25% of Excess Cash Flow for such fiscal year if the Consolidated Leverage Ratio for such fiscal year is less than 3.75:1, but greater than or equal to 3.00:1 or (iii) zero, if the Consolidated Leverage Ratio for such fiscal year is less than 3.00:1.

(ii) If the U.S. Borrower or any of its Subsidiaries Disposes of any property or assets (other than any Disposition of any property or assets permitted by Section 7.05(a), (b), (c), (d), (e), (f) or (g)) which in the aggregate results in the realization by the U.S. Borrower or such Subsidiary of Net Cash Proceeds (determined as of the date of such Disposition) in excess of U.S.$15 million in any fiscal year or U.S.$50 million during the term of this Agreement, the Borrowers shall prepay an aggregate principal amount of Loans equal to 100% of all Net Cash Proceeds received therefrom within 2 Business Days after receipt thereof by the U.S. Borrower

or such Subsidiary; provided, however, that, with respect to any Net Cash Proceeds realized under a Disposition described in this Section 2.07(b)(ii), at the option of the U.S. Borrower (as elected by the U.S. Borrower in writing to the Administrative Agent on or prior to the date of such Disposition), and so long as no Event of Default shall have occurred and be continuing, the U.S. Borrower may reinvest all or any portion of such Net Cash Proceeds in operating assets so long as (A) within 365 days following receipt of such Net Cash Proceeds, a definitive agreement for the purchase of such assets with such proceeds shall have been entered into (as certified by the U.S. Borrower in writing to the Administrative Agent), and (B) within 545 days after the receipt of such Net Cash Proceeds, such purchase shall have been consummated (as certified by the U.S. Borrower in writing to the Administrative Agent); provided further, however, that any Net Cash Proceeds not subject to such definitive agreement or so reinvested shall be immediately applied to the prepayment of the Loans as set forth in this Section 2.07.

(iii) Upon the incurrence or issuance by the U.S. Borrower or any of its Subsidiaries of any Indebtedness (other than Indebtedness expressly permitted to be incurred or issued pursuant to Section 7.02), the U.S. Borrower shall prepay an aggregate principal amount of Loans equal to 100% of all Net Cash Proceeds received therefrom immediately upon receipt thereof by the U.S. Borrower or such Subsidiary.

(iv) If for any reason the Total U.S. Revolving Credit Outstandings at any time exceed the U.S. Revolving Credit Facility at such time, the U.S. Borrower shall immediately prepay U.S. Revolving Credit Loans, Dollar Swing Line Loans and Unreimbursed Dollar Amounts and/or Cash Collateralize the Dollar L/C Obligations in an aggregate amount equal to such excess; provided, however, that the Euro Borrower shall not be required to Cash Collateralize the Dollar L/C Obligations pursuant to this Section 2.07(b)(iv) unless after the prepayment in full of the U.S. Revolving Credit Loans and U.S. Swing Line Loans the Total U.S. Revolving Credit Outstandings exceed the U.S. Revolving Credit Facility at such time.

(v) If for any reason the Total Euro Revolving Credit Outstandings at any time exceed the Euro Revolving Credit Facility at such time, the Euro Borrower shall immediately prepay Euro Revolving Credit Loans, Euro Swing Line Loans and Unreimbursed Euro Amounts and/or Cash Collateralize the Euro L/C Obligations in an aggregate amount equal to such excess; provided, however, that the Euro Borrower shall not be required to Cash Collateralize the Euro L/C Obligations pursuant to this Section 2.07(b)(v) unless after the prepayment in full of the Euro Revolving Credit Loans and Euro Swing Line Loans the Total Euro Revolving Credit Outstandings exceed the Euro Revolving Credit Facility at such time.

(vi) If for any reason the Total UK Revolving Credit Outstandings at any time exceed the UK Revolving Credit Facility at such time, the UK Borrower shall immediately prepay UK Revolving Credit Loans, UK Swing Line Loans and Unreimbursed UK Amounts and/or Cash Collateralize the UK L/C Obligations in an aggregate amount equal to such excess; provided, however, that the UK Borrower shall not be required to Cash Collateralize the UK L/C Obligations pursuant to this Section 2.07(b)(vi) unless after the prepayment in full of the UK Revolving Credit Loans and UK Swing Line Loans the Total UK Revolving Credit Outstandings exceed the UK Revolving Credit Facility at such time.

(vii) Each prepayment of Loans pursuant to Section 2.07(b)(i), (ii) and (iii) shall be applied, first, ratably to each of the respective Term Facilities and to the principal repayment installments thereof in direct order of maturity in respect of payments due within twelve months following the date of such prepayment, then to the remaining installments on a pro-rata basis and, thereafter, ratably to each of the Revolving Credit Facilities in the manner set forth in clauses (viii), (ix) and (x) of this Section 2.07(b).

(viii) Prepayments of the U.S. Revolving Credit Facility made pursuant to clause (iv) or (vii) of this Section 2.07(b), first, shall be applied ratably to the Unreimbursed Dollar Amounts and the Dollar Swing Line Loans, second, shall be applied ratably to the outstanding U.S. Revolving Credit Loans and, third, shall be used to Cash Collateralize the remaining Dollar L/C Obligations; and, in the case of prepayments of the U.S. Revolving Credit Facility required pursuant to clause (iv) of this Section 2.07(b), the amount remaining, if any, after the prepayment in full of all Unreimbursed Dollar Amounts, Dollar Swing Line Loans and U.S. Revolving Credit Loans outstanding at such time and the Cash Collateralization of the remaining Dollar L/C Obligations in full (the sum of such prepayment amounts, cash collateralization amounts and remaining amount being, collectively, the "U.S. Reduction Amount") may be retained by the U.S. Borrower for use in the ordinary course of its business, and the U.S. Revolving Credit Facility shall be automatically and permanently reduced by the U.S. Reduction Amount as set forth in Section 2.08(b)(ii). Upon the drawing of any Dollar Letter of Credit that has been Cash Collateralized, the funds held as Cash Collateral shall be applied (without any further action by or notice to or from the U.S. Borrower or any other Loan Party) to reimburse the L/C Issuer or the U.S. Revolving Credit Lenders, as applicable.

(ix) Prepayments of the Euro Revolving Credit Facility made pursuant to clause (v) or (vii) of this Section 2.07(b), first, shall be applied ratably to the Unreimbursed Euro Amounts and the Euro Swing Line Loans, second, shall be applied ratably to the outstanding Euro Revolving Credit Loans and, third, shall be used to Cash Collateralize the remaining Euro L/C Obligations; and, in the case of prepayments of the Euro Revolving Credit Facility required pursuant to clause (v) of this Section 2.07(b), the amount remaining, if any, after the prepayment in full of all Unreimbursed Euro Amounts, Euro Swing Line Loans and Euro Revolving Credit Loans outstanding at such time and the Cash Collateralization of the remaining Euro L/C Obligations in full (the sum of such prepayment amounts, cash collateralization amounts and remaining amount being, collectively, the "Euro Reduction Amount") may be retained by the Euro Borrower for use in the ordinary course of its business, and the Euro Revolving Credit Facility shall be automatically and permanently reduced by the Euro Reduction Amount as set forth in Section 2.08(b)(ii). Upon the drawing of any Euro Letter of Credit that has been Cash Collateralized, the funds held as Cash Collateral shall be applied (without any further action by or notice to or from the Euro Borrower or any other Loan Party) to reimburse the L/C Issuer or the Euro Revolving Credit Lenders, as applicable.

(x) Prepayments of the UK Revolving Credit Facility made pursuant to clause (vi) or (vii) of this Section 2.07(b), first, shall be applied ratably to the Unreimbursed UK Amounts and the UK Swing Line Loans, second, shall be applied ratably to the outstanding UK Revolving Credit Loans and, third, shall be used to Cash Collateralize the remaining UK L/C Obligations; and, in the case of prepayments of the UK Revolving Credit Facility required pursuant to clause (vi) of this Section 2.07(b), the amount remaining, if any, after the prepayment

in full of all Unreimbursed UK Amounts, UK Swing Line Loans and UK Revolving Credit Loans outstanding at such time and the Cash Collateralization of the remaining UK L/C Obligations in full (the sum of such prepayment amounts, cash collateralization amounts and remaining amount being, collectively, the "UK Reduction Amount") may be retained by the UK Borrower for use in the ordinary course of its business, and the UK Revolving Credit Facility shall be automatically and permanently reduced by the UK Reduction Amount as set forth in Section 2.08(b)(ii). Upon the drawing of any UK Letter of Credit that has been Cash Collateralized, the funds held as Cash Collateral shall be applied (without any further action by or notice to or from the UK Borrower or any other Loan Party) to reimburse the L/C Issuer or the UK Revolving Credit Lenders, as applicable.

(xi) Notwithstanding any of the other provisions of Section 2.07(b)(i) through (x), the applicable Borrower may, in its sole discretion, deposit the amount of any prepayment required to be made thereunder (on the date on which such prepayment is required to be made) into a Cash Collateral Account until the last day of any Interest Period pertaining to Loans being prepaid, at which time the Administrative Agent shall be authorized (without any further action by or notice to or from the Borrowers or any other Loan Party) to apply such amount to the prepayment of such Loans in accordance with this Section 2.07(b).

(xii) Anything contained in this Section 2.07(b) to the contrary notwithstanding, (A) if, following the occurrence of any "Asset Sale" (as such term is defined in the 2013 Notes Indenture or the 2015 Notes Indenture) by any Loan Party or any of its Subsidiaries, the U.S. Borrower is required to commit by a particular date (a "Commitment Date") to apply or cause its Subsidiaries to apply an amount equal to any of the "Net Proceeds" (as defined in the 2013 Notes Indenture or the 2015 Notes Indenture) thereof in a particular manner, or to apply by a particular date (an "Application Date") an amount equal to any such "Net Proceeds" in a particular manner, in either case in order to excuse the U.S. Borrower from being required to make an "Asset Sale Offer" (as defined in the 2013 Notes Indenture or the 2015 Notes Indenture) in connection with such "Asset Sale", and the U.S. Borrower shall have failed to so commit or to so apply an amount equal to such "Net Proceeds" before the applicable Commitment Date or Application Date, as the case may be, or (B) if the U.S. Borrower at any other time shall have failed to apply or commit or cause to be applied an amount equal to any such "Net Proceeds", and, thereafter assuming no further application or commitment of an amount equal to such "Net Proceeds" the U.S. Borrower would otherwise be required to make an "Asset Sale Offer" in respect thereof, then in either such case the U.S. Borrower shall immediately pay or cause to be paid to the Administrative Agent an amount equal to such "Net Proceeds" to be applied to the payment of the Loans and L/C Borrowings and to Cash Collateralize the L/C Obligations in the manner set forth in this Section 2.07(b) in such amounts as shall excuse the U.S. Borrower from making any such "Asset Sale Offer".

2.08 Termination or Reduction of Commitments.

(a) Optional. The Borrowers may, upon notice to the Administrative Agent, terminate the unused portions of the Dollar Letter of Credit Sublimit, the Euro Letter of Credit Sublimit, the UK Letter of Credit Sublimit, the unused Euro Revolving Credit Commitments, the unused UK Revolving Credit Commitments or the unused U.S. Revolving Credit Commitments, or from time to time permanently reduce the unused portions of the Dollar Letter of Credit

Sublimit, the Euro Letter of Credit Sublimit, the UK Letter of Credit Sublimit, the unused Euro Revolving Credit Commitments, the unused UK Revolving Credit Commitments or the unused U.S. Revolving Credit Commitments; provided that (i) any such notice shall be received by the Administrative Agent not later than 1:00 p.m. (Relevant Local Time) five Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of $5,000,000 or any whole multiple of $1,000,000 in excess thereof in respect of the U.S. Revolving Credit Facility, (euro)5,000,000 or any whole multiple of (euro)1,000,000 in excess thereof in respect of the Euro Revolving Credit Facility and (pound)5,000,000 or any whole multiple of (pound)1,000,000 in excess thereof in respect of the UK Revolving Credit Facility, (iii) the Borrowers shall not terminate or reduce the unused portions of the Dollar Letter of Credit Sublimit or the unused U.S. Revolving Credit Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Total U.S. Revolving Credit Outstandings would exceed the U.S. Revolving Credit Facility, (iv) the Borrowers shall not terminate or reduce the unused portions of the Euro Letter of Credit Sublimit or the Euro Revolving Credit Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Euro Revolving Credit Outstandings would exceed the Euro Revolving Credit Facility and (v) the Borrowers shall not terminate or reduce the unused portions of the UK Letter of Credit Sublimit or the UK Revolving Credit Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Total UK Revolving Credit Outstandings would exceed the UK Revolving Credit Facility; provided that the Borrowers may rescind or postpone any such notice of termination of the Revolving Credit Commitments if such termination would have resulted from a refinancing of all the Loans and such refinancing shall not be consummated or otherwise shall be delayed.

(b) Mandatory. (i) Each of the aggregate Canadian Term Commitments, aggregate Dollar Term Commitments and aggregate Euro Term Commitments shall be automatically and permanently reduced to zero on the date of, respectively, the Canadian Term Borrowing, the Dollar Term Borrowing and the Euro Term Borrowing.

(ii) Each of the Euro Revolving Credit Facility, the U.S. Revolving Credit Facility and the UK Revolving Credit Facility shall be automatically and permanently reduced on each date on which the prepayment of Revolving Credit Loans outstanding thereunder is required to be made pursuant to Section 2.07(b)(i), (ii) or (iii) by an amount equal to the Euro Reduction Amount, the U.S. Reduction Amount or the UK Reduction Amount, as applicable.

(iii) If after giving effect to any reduction or termination of unused Revolving Credit Commitments under this Section 2.08, (A) the Dollar Letter of Credit Sublimit or the Dollar Swing Line Sublimit exceeds the amount of the U.S. Revolving Credit Facility at such time, such Sublimit shall be automatically reduced by the amount of such excess, (B) the Euro Swing Line Sublimit or the Euro Letter of Credit Commitment exceeds the amount of the Euro Revolving Credit Facility at such time, such Sublimit shall be automatically reduced by the amount of such excess or (C) the UK Swing Line Sublimit or the UK Letter of Credit Sublimit exceeds the amount of the UK Revolving Credit Facility at such time, such Sublimit shall be automatically reduced by the amount of such excess.

(c) Application of Commitment Reductions; Payment of Fees. The Administrative Agent will promptly notify the Lenders of any termination or reduction of unused portions of any Letter of Credit Sublimit, or the unused Revolving Credit Commitments under

this Section 2.08. Upon any reduction of any of the unused Revolving Credit Commitments, the applicable Revolving Credit Commitment of each applicable Revolving Credit Lender shall be reduced by such Lender's Applicable U.S. Revolving Credit Percentage, Applicable Euro Revolving Credit Percentage or Applicable Revolving Credit Percentage, as the case may be, of such reduction amount. All fees accrued until the effective date of any termination of the Aggregate Commitments shall be paid on the effective date of such termination.

2.09 Repayment of Loans.

(a) Canadian Term Loans. The U.S. Borrower shall repay to the Administrative Agent for the ratable account of the Canadian Term Lenders the aggregate principal amount of all Canadian Term Loans outstanding on the following dates in the respective amounts set forth opposite such dates (which amounts shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.07):

Date	Amount
June 30, 2005	CAD $156,000
September 30, 2005	CAD $156,000
December 31, 2005	CAD $156,000
March 31, 2006	CAD $156,000
June 30, 2006	CAD $156,000
September 30, 2006	CAD $156,000
December 31, 2006	CAD $156,000
March 31, 2007	CAD $156,000
June 30, 2007	CAD $156,000
September 30, 2007	CAD $156,000
December 31, 2007	CAD $156,000
March 31, 2008	CAD $156,000
June 30, 2008	CAD $156,000
September 30, 2008	CAD $156,000
December 31, 2008	CAD $156,000
March 31, 2009	CAD $156,000
June 30, 2009	CAD $156,000
September 30, 2009	CAD $156,000
December 31, 2009	CAD $156,000
March 31, 2010	CAD $156,000
June 30, 2010	CAD $156,000
September 30, 2010	CAD $156,000
December 31, 2010	CAD $156,000
March 31, 2011	CAD $156,000
June 30, 2011	CAD $156,000
September 30, 2011	CAD $156,000
December 31, 2011	CAD $156,000
Maturity Date	CAD $58,188,000

provided, however, that the final principal repayment installment of the Canadian Term Loans shall be repaid on the Maturity Date for the Canadian Term Facility under which such Loans were made and in any event shall be in an amount equal to the aggregate principal amount of all Canadian Term Loans outstanding on such date.

(b) Dollar Term Loans. The U.S. Borrower shall repay to the Administrative Agent for the ratable account of the Dollar Term Lenders the aggregate principal amount of all Dollar Term Loans outstanding on the following dates in the respective amounts set forth opposite such dates (which amounts shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.07):

Date	Amount
June 30, 2005	U.S. $1,350,000
September 30, 2005	U.S. $1,350,000
December 31, 2005	U.S. $1,350,000
March 31, 2006	U.S. $1,350,000
June 30, 2006	U.S. $1,350,000
September 30, 2006	U.S. $1,350,000
December 31, 2006	U.S. $1,350,000
March 31, 2007	U.S. $1,350,000
June 30, 2007	U.S. $1,350,000
September 30, 2007	U.S. $1,350,000
December 31, 2007	U.S. $1,350,000
March 31, 2008	U.S. $1,350,000
June 30, 2008	U.S. $1,350,000
September 30, 2008	U.S. $1,350,000
December 31, 2008	U.S. $1,350,000
March 31, 2009	U.S. $1,350,000
June 30, 2009	U.S. $1,350,000
September 30, 2009	U.S. $1,350,000
December 31, 2009	U.S. $1,350,000
March 31, 2010	U.S. $1,350,000
June 30, 2010	U.S. $1,350,000
September 30, 2010	U.S. $1,350,000
December 31, 2010	U.S. $1,350,000
March 31, 2011	U.S. $1,350,000
June 30, 2011	U.S. $1,350,000
September 30, 2011	U.S. $1,350,000
December 31, 2011	U.S. $1,350,000
Maturity Date	U.S. $503,550,000

provided, however, that the final principal repayment installment of the Dollar Term Loans shall be repaid on the Maturity Date for the Dollar Term Facility under which such Loans were made and in any event shall be in an amount equal to the aggregate principal amount of all Dollar Term Loans outstanding on such date.

(c) Euro Term Loans. The U.S. Borrower shall repay to the Administrative Agent for the ratable account of the Euro Term Lenders the aggregate principal amount of all Euro Term Loans outstanding on the following dates in the respective amounts set forth opposite such dates (which amounts shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.07):

Date	Amount
August 6, 2011	(euro)57,000,000
Maturity Date	(euro)57,000,000

provided, however, that the final principal repayment installment of the Euro Term Loans shall be repaid on the Maturity Date for the Euro Term Facility under which such Loans were made and in any event shall be in an amount equal to the aggregate principal amount of all Euro Term Loans outstanding on such date.

(d) Revolving Credit Loans. The U.S. Borrower shall repay to the Administrative Agent for the ratable account of the U.S. Revolving Credit Lenders on the Maturity Date for the U.S. Revolving Credit Facility the aggregate principal amount of all U.S. Revolving Credit Loans outstanding on such date. The Euro Borrower shall repay to the Administrative Agent for the ratable account of the Euro Revolving Credit Lenders on the Maturity Date for the Euro Revolving Credit Facility the aggregate principal amount of all Euro Revolving Credit Loans outstanding on such date. The UK Borrower shall repay to the Administrative Agent for the ratable account of the UK Revolving Credit Lenders on the Maturity Date for the UK Revolving Credit Facility the aggregate principal amount of all UK Revolving Credit Loans outstanding on such date.

(e) Swing Line Loans. The U.S. Borrower shall repay each Dollar Swing Line Loan, the Euro Borrower shall repay each Euro Swing Line Loan and the UK Borrower shall repay each UK Swing Line Loan, in each case on the earlier to occur of (i) the date ten Business Days after such Loan is made and (ii) the Maturity Date for the Revolving Credit Facilities.

2.10 Interest.

(a) Subject to the provisions of Section 2.10(b), (i) each Eurocurrency Rate Loan under a Facility shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Eurocurrency Rate for such Interest Period plus the Applicable Rate for such Facility; (ii) each Base Rate Loan under a Facility shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate for such Facility; (iii) each Dollar Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate for the Revolving Credit Facilities and (iv) each Euro Swing Line Loan and each UK Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Overnight Rate plus the Applicable Rate for the Revolving Credit Facilities.

(b) (i) If any amount of principal of any Loan is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(ii) If any amount (other than principal of any Loan) payable by a Borrower under any Loan Document is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, then upon the request of the Required Lenders such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(iii) Upon the request of the Required Lenders, while any Event of Default under Sections 8.01(a), (f) or (g) exists, the Borrowers shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(iv) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.11 Fees. In addition to certain fees described in Sections 2.03(i) and (j), 2.04(i) and (j) and 2.05(i) and (j):

(a) Commitment Fee. (i) The U.S. Borrower shall pay to the Administrative Agent for the account of each U.S. Revolving Credit Lender in accordance with its Applicable U.S. Revolving Credit Percentage, a commitment fee equal to the Applicable Rate times the actual daily amount by which the aggregate U.S. Revolving Credit Commitments exceed the sum of (1) the Outstanding Amount of U.S. Revolving Credit Loans and (2) the Outstanding Amount of Dollar L/C Obligations, (ii) the Euro Borrower shall pay to the Administrative Agent for the account of each Euro Revolving Credit Lender in accordance with its Applicable Euro Revolving Credit Percentage, a commitment fee equal to the Applicable Rate times the actual daily amount by which the aggregate Euro Revolving Credit Commitments exceed the sum of (1) the Outstanding Amount of Euro Revolving Credit Loans and (2) the Outstanding Amount of Euro L/C Obligations and (iii) the UK Borrower shall pay to the Administrative Agent for the account of each UK Revolving Credit Lender in accordance with its Applicable UK Revolving Credit Percentage a commitment fee equal to the Applicable Rate times the actual daily amount by which the aggregate UK Revolving Credit Commitments exceed the sum of (1) the Outstanding Amount of UK Revolving Credit Loans and (2) the Outstanding Amount of UK L/C Obligations. The commitment fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Section 4.02 is not met, and shall be due and payable quarterly in arrears on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the Closing Date, and on the

Maturity Date for the Revolving Credit Facilities. The commitment fee shall be calculated quarterly in arrears, and if there is any change in the Applicable Rate during any quarter, the actual daily amount shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect.

(b) Other Fees. (i) The U.S. Borrower shall pay to each of Bank of America, Merrill Lynch and CNAI and to the Administrative Agent for their own respective accounts fees in the amounts and at the times specified in the Fee Letter. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

(ii) The U.S. Borrower shall pay to the Administrative Agent, Arrangers and Joint Bookrunners such fees as shall have been separately agreed upon in writing in the amounts and at the times so specified. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

2.12 Computation of Interest and Fees. All computations of interest for Base Rate Loans when the Base Rate is determined by Bank of America's "prime rate" shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All computations of interest for all Loans denominated in Pounds Sterling shall be made on the basis of a year of 365 days and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.14(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

2.13 Evidence of Indebtedness.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be prima facie evidence absent manifest error of the amount of the Credit Extensions made by the Lenders to the Borrowers and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrowers hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent (set forth in the Register) shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the applicable Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

(b) In addition to the accounts and records referred to in Section 2.13(a), each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

2.14 Payments Generally; Administrative Agent's Clawback.

(a) General. Except as otherwise expressly provided herein, all payments to be made by the Borrowers shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrowers hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars or the applicable Foreign Currency and in immediately available funds not later than 2:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage in respect of the relevant Facility (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by a Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day and such extension of time shall be reflected on computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Eurocurrency Loans (or, in the case of any Base Rate Loans, prior to 12:00 noon 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 Section 2.02 (or, in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the applicable 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 in immediately available funds 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 (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate (in the case of Loans denominated in Dollars) or the Overnight Rate (in the case of Loans denominated in a Foreign Currency) and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation and (B) in the case of a payment to be made by a Borrower, the interest rate applicable to Base Rate Loans (in the case of payments denominated in Dollars) or the interest rate applicable to Eurocurrency Rate Loans with an interest period of one month (in the case of payments denominated in a Foreign Currency). If a Borrower and such Lender shall pay such interest to the Administrative Agent

for the same or an overlapping period, the Administrative Agent shall promptly remit to such Borrower the amount of such interest paid by such Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by a Borrower shall be without prejudice to any claim such Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrowers; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from a Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders or the L/C Issuer 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 Appropriate Lenders or the L/C Issuer, 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 Appropriate Lenders or the L/C Issuer, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the L/C Issuer, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate (in the case of Loans denominated in Dollars) or the Overnight Rate (in the case of Loans denominated in a Foreign Currency) and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender or any Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the applicable Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Loans, to fund participations in Letters of Credit and Swing Line Loans and to make payments pursuant to Section 10.04(c) are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any payments under Section 10.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, purchase its participation or to make its payments under Section 10.04(c).

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(f) Insufficient Payment. Whenever any payment received by the Administrative Agent under this Agreement or any of the other Loan Documents is insufficient to pay in full all amounts due and payable to the Administrative Agent and the Lenders under or in respect of this Agreement and the other Loan Documents on any date, such payment shall be distributed by the Administrative Agent and applied by the Administrative Agent and the Lenders in the order of priority set forth in Section 8.03.

(g) To the extent that the Administrative Agent receives funds for application to the amounts owing by any Borrower under or in respect of this Agreement in currencies other than the currency or currencies required to enable the Administrative Agent to distribute funds to the Lenders in accordance with the terms of this Agreement, the Administrative Agent shall be entitled to convert or exchange such funds into Dollars or into a Foreign Currency or from Dollars to a Foreign Currency or from a Foreign Currency to Dollars, as the case may be, to the extent necessary to enable the Agent to distribute such funds in accordance with the terms of this Agreement; provided that each Borrower and each of the Lenders hereby agree that the Administrative Agent shall not be liable or responsible for any loss, cost or expense suffered by such Borrower or such Lender as a result of any conversion or exchange of currencies affected pursuant to this Section 2.14(g) or as a result of the failure of the Administrative Agent to effect any such conversion or exchange; and provided further that each applicable Borrower agrees to indemnify the Administrative Agent and each Lender, and hold the Administrative Agent and each Lender harmless, for any and all losses, costs and expenses incurred by the Administrative Agent or any Lender for any conversion or exchange of currencies (or the failure to convert or exchange any currencies) or which result in the Administrative Agent or the Lenders receiving a lower amount that they would have received had such currency not been required to be so converted or exchanged, in accordance with this Section 2.14(g).

2.15 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or any right in respect of Collateral or otherwise, obtain payment in respect of any principal of or interest on any of the Loans made by it, or the participations in L/C Obligations or Swing Line Loans held by it resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Loans or participations and accrued interest thereon greater than its pro rata share thereof of the applicable Facility as provided herein, then the Lender receiving such greater proportion shall (subject to the provisions of Section 8.03) (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans and subparticipations in L/C Obligations and Swing Line Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them, provided that:

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

(ii) the provisions of this Section shall not be construed to apply to (x) any payment made by the Borrowers pursuant to and in accordance with the express terms of

this Agreement, (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or subparticipations in L/C Obligations and Swing Line Loans to any assignee or participant, other than to the U.S. Borrower or any Subsidiary thereof (as to which the provisions of this Section shall apply) or (z) any payment made to a Non-Consenting Lender pursuant to clause (y) of the final paragraph of Section 10.01.

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

2.16 Incremental Facility.

(a) The U.S. Borrower may, at any time and from time to time prior to the Maturity Date, by notice to the Administrative Agent, request the addition of a new term loan facility (each an "Incremental Term Facility") or a new revolving credit facility (each an "Incremental Revolving Credit Facility" and, together with the Incremental Term Facilities, an "Incremental Facility") denominated in Dollars, Euros or other foreign currencies to be mutually agreed by the U.S. Borrower and the Administrative Agent pursuant to additional commitments (the "Incremental Commitments") in an amount up to the sum of $500,000,000 in the aggregate (provided that the Incremental Revolving Credit Facilities cannot exceed $100,000,000 in the aggregate) to be effective as of a date that is at least 90 days prior to the scheduled Maturity Date then in effect (the "Increase Date") as specified in the related notice to the Administrative Agent; provided, however, that (i) in no event shall the aggregate amount of all of the Incremental Commitments exceed $500,000,000 nor shall the aggregate amount of Incremental Commitments relating to the Incremental Revolving Credit Facilities exceed $100,000,000, (ii) the U.S. Borrower may make a maximum of five such requests, (iii) on the date of any request by the U.S. Borrower for an Incremental Facility and on the related Increase Date, the applicable conditions set forth in Section 4.02 and in subsection (d) of this Section 2.16 shall be satisfied, (iv) such Incremental Facility shall be used for general corporate purposes, including, without limitation, Permitted Acquisitions (in which case the conditions set forth in Section 7.03(h) shall be satisfied), (v) the final maturity of such Incremental Term Facilities is equal to or greater than the final maturity of the existing Term Facilities and the final maturity of such Incremental Revolving Credit Facilities is equal to or greater than the final maturity of the existing Revolving Credit Facilities, (vi) such Incremental Facility is either (A) an increase in a Facility existing prior to the Increase Date, in which case the requirements of Section 2.16(e) shall be satisfied or (B) a new Facility (i.e., not on the same terms as any existing Facility), (vii) such Incremental Facility shall be on terms no more restrictive than those set forth in this Agreement and shall contain such other terms as may be agreed by the U.S. Borrower and the Administrative Agent and (viii) such Incremental Facility may be made available to a foreign Subsidiary of the U.S. Borrower, subject to the consent of the Administrative Agent.

(b) If the Administrative Agent approves the terms of the Incremental Facility (which approval shall not be unreasonably withheld or delayed if such terms are otherwise in

accordance with the provisions of this Agreement), the Administrative Agent shall promptly notify the Lenders of a request by the U.S. Borrower for Incremental Commitments, which notice shall include (i) the proposed amount and other material terms of the Incremental Facility, (ii) the proposed Increase Date and (iii) the date by which Lenders wishing to participate in the Incremental Facility must commit to an Incremental Commitment (the "Commitment Date"). Each Lender that is willing to participate in the requested Incremental Facility (each an "Increasing Lender") shall, in its sole discretion, give written notice to the Administrative Agent on or prior to the Commitment Date of the amount it is willing to commit to the Incremental Facility. If the Lenders notify the Administrative Agent that they are willing to participate in an Incremental Facility by an aggregate amount that exceeds the amount of the requested Incremental Commitments, the requested Incremental Commitments shall be allocated among the Lenders willing to participate therein in such amounts as are agreed between the U.S. Borrower and the Administrative Agent.

(c) Promptly following the applicable Commitment Date, the Administrative Agent shall notify the U.S. Borrower as to the amount, if any, by which the Lenders are willing to participate in the requested Incremental Facility. If the aggregate amount by which the Lenders are willing to participate in the requested Incremental Facility on any such Commitment Date is less than the requested Incremental Commitments, then the U.S. Borrower may extend offers to one or more Eligible Assignees to participate in any portion of the requested Incremental Facility that has not been committed to by the Lenders as of the Commitment Date; provided, however, that the Commitment of each such Eligible Assignee shall be in an amount equal to at least U.S.$1,000,000.

(d) On the applicable Increase Date, each Eligible Assignee that accepts an offer to participate in a requested Incremental Facility in accordance with Section 2.16(c) (each such Eligible Assignee, an "Assuming Lender") shall become a Lender party to this Agreement as of the applicable Increase Date and the Commitment of each Increasing Lender for such Incremental Facility shall be so increased by such amount (or by the amount allocated to such Lender pursuant to the last sentence of Section 2.16(b)) as of such Increase Date; provided, however, that the Administrative Agent shall have received on or before the Increase Date the following, each dated such date:

(i) (A) certified copies of resolutions of the Board of Directors of the U.S. Borrower approving the Incremental Facility and the corresponding modifications to this Agreement and (B) an opinion of counsel for the U.S. Borrower, in a form reasonably satisfactory to the Administrative Agent;

(ii) an assumption agreement from each Assuming Lender, if any, in form and substance satisfactory to the U.S. Borrower and the Administrative Agent (each an "Assumption Agreement"), duly executed by such Eligible Assignee, the Administrative Agent and the U.S. Borrower; and

(iii) confirmation from each Increasing Lender of the increase in the amount of its Commitment in a writing satisfactory to the U.S. Borrower and the Administrative Agent.

On the applicable Increase Date, upon fulfillment of the conditions set forth in the immediately preceding sentence of this Section 2.16(d), the Administrative Agent shall notify the Lenders (including each Assuming Lender) and the U.S. Borrower, on or before 11:00 A.M. (Relevant Local Time), by telecopier or telex, of the occurrence of the Incremental Facility to be effected on the related Increase Date and shall record in the Register the relevant information with respect to each Increasing Lender and each Assuming Lender on such date.

(e) Notwithstanding anything to the contrary contained above, each Incremental Facility shall constitute a new Facility, which shall be separate and distinct from the existing Facilities pursuant to this Agreement, provided that an Incremental Facility may constitute part of, and be added to, an existing Facility, so long as:

(i) the advances made under the Incremental Facility shall have the same final maturity date and same weighted average life to maturity as the existing Facility to which the new Incremental Facility is being added, and shall bear interest at the same rates (i.e., have the same "Applicable Rate") applicable to such Facility;

(ii) the new Incremental Facility shall have the same scheduled repayment dates as then remain with respect to the existing Facility to which such new Incremental Facility is being added, with the amount of each scheduled repayment installment of the new Incremental Facility to be the same (on a proportionate basis) as is theretofore applicable to the existing Facility to which such new Incremental Facility is being added; and

(iii) on the date of the making of loan under the new Incremental Facility, and notwithstanding anything to the contrary in Section 2.07, the aggregate principal amount of such new loan shall be added to (and form part of) each Borrowing of outstanding Loans of the respective Facility on a pro rata basis (based on the relative sizes of the various outstanding Borrowings), so that each Lender will participate proportionately in each then outstanding Borrowing under the respective Facility, and so that the existing Lenders with respect to such Facility continue to have the same participation (by amount) in each Borrowing as they had before the making of the new advances under such Facility.

To the extent the provisions of the preceding clause (iii) require that Lenders making new loans under an Incremental Facility add the aggregate principal amount of such new loans to the then outstanding Loans of Eurocurrency Rate Advances, it is acknowledged that the effect thereof may result in such new advances having short Interest Periods (i.e. an Interest Period that will begin during an Interest Period then applicable to the outstanding Eurocurrency Rate Advances and which will end on the last day of such Interest Period). In connection therewith, the U.S. Borrower may agree to compensate the Lenders making the advances under the new Incremental Facility for funding Eurocurrency Rate Advances during an existing Interest Period on such basis as may be agreed by the U.S. Borrower and the respective Lender or Lenders.

(f) Conflicting Provisions. This Section shall supersede any provisions in Sections 2.15 or 10.01 to the contrary.

ARTICLE III
TAXES, YIELD PROTECTION AND ILLEGALITY

3.01 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Borrowers hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Other Taxes, provided that if any Borrower shall be required by applicable Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent, any Lender or the L/C Issuer, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) such Borrower shall make such deductions and (iii) such Borrower shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Law.

(b) Payment of Other Taxes by the Borrowers. Without limiting the provisions of subsection (a) above, the Borrowers shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Indemnification by the Borrowers. Each of the Borrowers shall indemnify the Administrative Agent, each Lender and the L/C Issuer, within 30 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Administrative Agent, such Lender or the L/C Issuer, as the case may be, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto (provided that such penalties, interests and expenses are not attributable to the gross negligence or willful misconduct of the Administrative Agent, any Lender, or the L/C Issuer), whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment, setting forth in reasonable detail the calculation and basis for such amount, delivered to a Borrower by a Lender or the L/C Issuer (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender or the L/C Issuer, shall be conclusive absent manifest error.

(d) Change in Place of Organization. The Borrowers shall not be required pursuant to this Section 3.01 to pay any additional amount to, or to indemnify, the Administrative Agent, any Lender, or the L/C Issuer, as the case may be, to the extent such Administrative Agent, Lender, or L/C Issuer becomes subject to Taxes subsequent to the date on which such Administrative Agent, Lender, or L/C Issuer becomes a party to this Agreement as a result of a change in the place of organization of such Administrative Agent, Lender, or L/C Issuer, except to the extent that any such change is requested or required by a Borrower (and provided, that nothing in this clause (d) shall be construed as relieving the Borrowers from any obligation to make such payments or indemnification in the event of a Change in Law, including a Change in Law after the date of such change of place of organization).

(e) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by a Borrower to a Governmental Authority, such Borrower 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.

(f) Status of Lenders. Any Foreign Lender or any UK Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the relevant Borrower with respect to that Foreign Lender or UK Lender is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to such Borrower or the relevant Governmental Authority (with a copy to the Administrative Agent), at the time or times prescribed by applicable law or reasonably requested by such Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by a Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by such Borrower or the Administrative Agent as will enable such Borrower or the Administrative Agent to determine whether or not such Lender is subject to withholding or information reporting requirements.

Without limiting the generality of the foregoing, if a Borrower is resident for tax purposes in the United States, (i) any Foreign Lender shall deliver to such Borrower and the Administrative Agent, or to such Persons as they may reasonably designate, (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 request of such Borrower or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

(A) duly completed originals of Internal Revenue Service Form W-8BEN claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(B) duly completed originals of Internal Revenue Service Form W-8ECI,

(C) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (A) a certificate to the effect that such Foreign Lender is not (1) a "bank" within the meaning of section 881(c)(3)(A) of the Code, (2) a "10 percent shareholder" of such Borrower within the meaning of section 881(c)(3)(B) of the Code, or (3) a "controlled foreign corporation" described in section 881(c)(3)(C) of the Code and (B) duly completed originals of Internal Revenue Service Form W-8BEN, or

(D) any other form prescribed by applicable law as a basis for claiming exemption from or reduction in United States Federal withholding tax (including any successor form to those referenced in Sections 3.01(f)(i)-(iii) duly completed together with such supplementary documentation as may be prescribed by

applicable law to permit such Borrower to determine the withholding or deduction required to be made, or

(ii) any Lender that is not a Foreign Lender shall 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 Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of such Borrower or the Administrative Agent) a duly completed Internal Revenue Service Form W-9 (or successor form thereto).

(g) Treatment of Certain Refunds. If the Administrative Agent, any Lender, or L/C Issuer becomes aware that it is entitled to claim a refund from a Governmental Authority in respect of Indemnified Taxes or Other Taxes paid by a Borrower pursuant to this Section 3.01, such Administrative Agent, Lender or L/C Issuer, as the case may be, shall promptly notify the Borrower of the availability of such refund claim and, within 30 days after receipt of a request by a Borrower, make a claim to such Governmental Authority for such refund. If the Administrative Agent, any Lender or the L/C Issuer receives a refund of any Taxes or Other Taxes as to which it has been indemnified by a Borrower or with respect to which a Borrower has paid additional amounts pursuant to this Section, it shall pay to such Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by such Borrower under this Section with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent, such Lender or the L/C Issuer, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that each Borrower, upon the request of the Administrative Agent, such Lender or the L/C Issuer, agrees to repay the amount paid over to such Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent, such Lender or the L/C Issuer in the event the Administrative Agent, such Lender or the L/C Issuer is required to repay such refund to such Governmental Authority. This subsection shall not be construed to require the Administrative Agent, any Lender or the L/C Issuer to make available its tax returns (or any other information relating to its taxes that it reasonably deems confidential) to the Borrowers or any other Person.

(h) UK Lenders. A Borrower is not required to pay additional amounts to a Lender (other than an assignee pursuant to a request by a Borrower under Section 10.14) pursuant to Section 3.01(a) in respect of any Indemnified Tax that is required by the United Kingdom to be withheld from a payment of interest on a loan made to a Borrower incorporated in the United Kingdom if at the time that that withholding is made: (i) the relevant Lender is not a UK Lender and that Indemnified Tax would not have been required to be withheld had that Lender been a UK Lender unless the reason that that Lender is not a UK Lender is a change after the date on which it became a Lender under this Agreement in (or in the interpretation, administration or application of) any law or double taxation agreement or any published practice or published concession of any relevant Tax authority; or (ii) the relevant Lender is a Treaty Lender and the relevant Borrower is able to demonstrate that that Indemnified Tax is required to be withheld as a result of the failure of the relevant Lender to comply with its obligations under Section 3.01(f).

3.02 Illegality.

If any Lender determines in good faith that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Eurocurrency Rate Loans in dollars or any Foreign Currency, or to determine or charge interest rates based upon the Eurocurrency Rate, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, Dollars or any Foreign Currency in the London interbank market, then, on notice thereof by such Lender to the U.S. Borrower through the Administrative Agent, any obligation of such Lender to make or continue Eurocurrency Rate Loans or to convert Base Rate Loans to Eurocurrency Rate Loans shall be suspended until such Lender notifies the Administrative Agent and the U.S. Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the U.S. Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), (a) with respect to Loans denominated in Dollars, prepay or, if applicable, convert all Eurocurrency Rate Loans of such Lender to Base Rate Loans and (b) with respect to Loans denominated in a Foreign Currency, exchange all such Loans into the Equivalent thereof in Dollars and convert such Loans to Base Rate Loans, in each case either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurocurrency Rate Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Eurocurrency Rate Loans. Upon any such prepayment or conversion, the U.S. Borrower shall also pay accrued interest on the amount so prepaid or converted and amounts due pursuant to Section 3.05, if any.

3.03 Inability to Determine Rates.

If the Required Lenders determine that for any reason in connection with any request for a Eurocurrency Rate Loan or a conversion to or continuation thereof that (a) deposits in Dollars or the applicable Foreign Currency are not being offered to banks in the London interbank eurocurrency market for the applicable amount and Interest Period of such Eurocurrency Rate Loan, (b) adequate and reasonable means do not exist for determining the Eurocurrency Rate for any requested Interest Period with respect to a proposed Eurocurrency Rate Loan, or (c) the Eurocurrency Rate for any requested Interest Period with respect to a proposed Eurocurrency Rate Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Borrowers and each Lender. Thereafter, the obligation of the Lenders to make or maintain Eurocurrency Rate Loans shall be suspended until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, the applicable Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of Eurocurrency Rate Loans or, failing that, (x) in the case of requests for Borrowings in Dollars, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans in the amount specified therein and (y) in the case of requests for Borrowings in any Foreign Currency, will be deemed to have revoked such request.

3.04 Increased Costs; Reserves on Eurocurrency Rate Loans.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Lender or the L/C Issuer to any tax of any kind whatsoever with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any Eurocurrency Rate Loan made by it, or change the basis of taxation of payments to such Lender or the L/C Issuer in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 3.01 and any Excluded Tax); or

(iii) impose on any Lender or the L/C Issuer or the London interbank market any other condition, cost or expense affecting this Agreement or Eurocurrency Rate Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Eurocurrency Rate Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender or the L/C Issuer of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or the L/C Issuer hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or the L/C Issuer, the Borrowers will pay to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender or the L/C Issuer determines that any Change in Law affecting such Lender or the L/C Issuer or any Lending Office of such Lender or such Lender's or the L/C Issuer's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's or the L/C Issuer's capital or on the capital of such Lender's or the L/C Issuer's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by the L/C Issuer, to a level below that which such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the L/C Issuer's policies and the policies of such Lender's or the L/C Issuer's holding company with respect to capital adequacy), then from time to time the Borrowers will pay to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender or the L/C Issuer setting forth the amount or amounts necessary to compensate such Lender or the L/C Issuer or its holding company, as the case may be (which certificate shall set forth in reasonable detail the basis for and calculation thereof), as specified in subsection (a) or (b) of this Section and delivered to the U.S. Borrower shall be conclusive absent manifest error. The Borrowers shall pay such Lender or the L/C Issuer, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

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

3.05 Compensation for Losses. Upon written demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrowers shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by any Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by such Borrower; or

(c) any assignment of a Eurocurrency Rate Loan on a day other than the last day of the Interest Period therefor as a result of a request by a Borrower pursuant to Section 10.14;

excluding any loss of anticipated profits, but including any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained. The Borrowers shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by the Borrowers to the Lenders under this Section 3.05, each Lender shall be deemed to have funded each Eurocurrency Rate Loan made by it at the Eurocurrency Base Rate used in determining the Eurocurrency Rate for such Loan by a matching deposit or other borrowing in the London interbank eurocurrency market for a comparable amount and for a comparable period, whether or not such Eurocurrency Rate Loan was in fact so funded.

3.06 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.04, or a Borrower is required to pay, or delivers to such Lender and the Administrative Agent a certificate setting forth reasons it reasonably anticipates that it will be required to pay, any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to

Section 3.02, 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 3.01 or 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. Each Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if any Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, the U.S. Borrower may replace such Lender in accordance with Section 10.14.

3.07 Survival. All of the Borrowers' and Lenders' obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder.

ARTICLE IV
CONDITIONS PRECEDENT TO Credit Extensions

4.01 Conditions of Initial Credit Extension. The obligation of the L/C Issuer and each Lender to make its initial Credit Extension hereunder is subject to satisfaction of the following conditions precedent:

(a) The Administrative Agent's receipt of the following, each of which shall be originals or telecopies (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the signing Loan Party, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance satisfactory to the Administrative Agent and each of the Lenders:

(i) executed counterparts of this Agreement, the ROV Guaranty, the KGaA Guaranty and the UK Guaranty, sufficient in number for distribution to the Administrative Agent, each Lender and the Borrowers;

(ii) Notes executed by each of the Borrowers in favor of each Lender requesting a Note;

(iii) a security agreement, in substantially the form of Exhibit G (together with each other security agreement and security agreement supplement delivered pursuant to Section 6.12, in each case as amended, the "Security Agreement"), duly executed by each Loan Party, together with:

(A) certificates representing the Pledged Equity referred to therein accompanied by undated stock powers executed in blank and instruments evidencing the Pledged Debt indorsed in blank,

(B) proper financing statements, in form appropriate for filing under the Uniform Commercial Code of all jurisdictions that the Administrative Agent may deem necessary or desirable in order to perfect the Liens created under the Security Agreement, covering the Collateral described in the Security Agreement,

(C) completed requests for information, dated on or before the date of the initial Credit Extension, listing all effective financing statements filed in the jurisdictions referred to in clause (B) above that name any Loan Party as debtor, together with copies of such other financing statements,

(D) evidence of the completion of all other actions, recordings and filings of or with respect to the Security Agreement that the Administrative Agent may deem necessary or desirable in order to perfect and protect the Liens created thereby, and

(E) evidence of the insurance required by the terms of the Security Agreement.

(iv) an intellectual property security agreement, in substantially the form attached to the Security Agreement (together with each other intellectual property security agreement and intellectual property security agreement supplement delivered pursuant to Section 6.12, in each case as amended, the "Intellectual Property Security Agreement"), duly executed by each Loan Party, together with evidence that all actions that the Administrative Agent may deem necessary or desirable in order to perfect the Liens created under the Intellectual Property Security Agreement have been taken;

(v) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party;

(vi) such documents and certifications as the Administrative Agent may reasonably require to evidence that each Loan Party is duly organized or formed, and that each of the Borrowers and each Loan Party is validly existing, in good standing and qualified to engage in business in each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect;

(vii) a favorable opinion of Skadden, Arps, Slate, Meagher & Flom LLP counsel to the Loan Parties, addressed to the Administrative Agent and each Lender, as to the matters set forth in Exhibit I-1 and such other matters

concerning the Loan Parties and the Loan Documents as the Required Lenders may reasonably request;

(viii) a favorable opinion of local counsel to the Loan Parties in each of Germany, England, Delaware, California, Missouri, Wisconsin and Hawaii, addressed to the Administrative Agent and each Lender, as to the matters set forth in Exhibit I-2 and such other matters concerning the Loan Parties and the Loan Documents as the Required Lenders may reasonably request;

(ix) a favorable opinion of Weil, Gotshal & Manges, counsel for UIC, delivered in connection with the Merger;

(x) a certificate of a Responsible Officer of each Loan Party either (A) attaching copies of all material consents, licenses and approvals required in connection with the execution, delivery and performance by such Loan Party and the validity against such Loan Party of the Loan Documents to which it is a party, and such consents, licenses and approvals shall be in full force and effect, or (B) stating that no such consents, licenses or approvals are so required and a certificate of a director of the UK Borrower that the Borrowings to be made by it hereunder will not breach any borrowing, guarantee, security or other limit binding on the UK Borrower;

(xi) a certificate signed by a Responsible Officer of the U.S. Borrower certifying that the conditions specified in Sections 4.02(a) and (b) have been satisfied;

(xii) certificates and letters attesting to the Solvency of each Loan Party before and after giving effect to the Transaction (and the incurrence of Indebtedness related thereto), from its Chief Financial Officer;

(xiii) pro forma consolidated financial statements as to the U.S. Borrower and its Subsidiaries that (1) meet the requirements of Regulation S-X under the Securities Act of 1933, as amended, and all other accounting rules and regulations of the SEC promulgated thereunder applicable to a registration statement under such Act on Form S-1 (including the inclusion of footnote disclosure) (2) are not materially inconsistent with the Audited Financial Statements and (3) do not contain or disclose any new facts or information that are material and adverse to the Lenders and forecasts prepared by management of the U.S. Borrower, in form and substance satisfactory to the Arrangers, of balance sheets, income statements and cash flow statements on a quarterly basis for the first year following the day of the initial Credit Extension and on an annual basis for each year thereafter until the Maturity Date for the Term Facilities, which shall state the assumptions on the basis of which such forecasts shall have been prepared, it being understood that actual results may vary from such forecasts and such variations may be material;

(xiv) certified copies of each of the Related Documents, duly executed by the parties thereto and with no amendments, supplements or waivers thereto since January 3, 2005 in any manner adverse to the Lenders, together with all agreements, instruments and other documents delivered in connection therewith as the Administrative Agent shall reasonably request;

(xv) certified copies of a certificate of merger or other confirmation reasonably satisfactory to the Lenders of the consummation of the Merger from the Secretary of State of the State of Delaware;

(xvi) a Notice of Borrowing or Notice of Issuance, as applicable, relating to the initial Credit Extension;

(xvii) (A) evidence that all of the outstanding "Loans" as defined in the Existing Rayovac Credit Agreement have been purchased by the Lenders hereunder, (B) evidence that the Existing UIC Credit Agreement has been or concurrently with the Closing Date is being terminated and all Liens securing obligations under the Existing UIC Credit Agreement have been or concurrently with the Closing Date are being released, (C) evidence that the U.S. Borrower has accepted for payment and paid for all UIC Notes tendered in the tender offer and consent solicitation conducted with respect to the UIC Notes prior to the Closing Date and (D) UIC shall have mailed or caused to be mailed, by first class mail, their irrevocable notice of redemption to each holder of UIC Notes in accordance with the provisions of Article III of the Indenture dated March 27, 2003, among UIC, the Guarantors (as defined therein) and U.S. Bank National Association, as Trustee, and shall state that the redemption date for the UIC Notes, shall be 30 days from the date such notice is mailed; and

(xviii) such other assurances, certificates, documents, consents or opinions as the Administrative Agent, the L/C Issuer, the Swing Line Lender or any Lender reasonably may require.

(b) All fees required to be paid to the Administrative Agent, the Joint Book Managers and the Lenders on or before the Closing Date shall have been paid.

(c) Unless waived by the Administrative Agent, the Borrowers shall have paid all reasonable out-of-pocket fees, charges and disbursements of counsel to the Administrative Agent to the extent invoiced prior to or on the Closing Date, plus such additional amounts of such fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the closing proceedings (provided that such estimate shall not thereafter preclude a final settling of accounts between the U.S. Borrower and the Administrative Agent).

(d) There shall exist no action, suit, investigation, litigation or proceeding affecting any Loan Party or any of its Subsidiaries pending or, to the knowledge of any of the Borrowers, threatened, before any Governmental Authority or arbitrator that (i) could be reasonably likely to have a Material Adverse Effect or (ii) could be reasonably likely to have a

material adverse effect on the operations, business, assets or condition (financial or otherwise) of UIC and its Subsidiaries, taken as a whole.

(e) All material governmental authorizations and all third party consents and approvals necessary in connection with the Transaction shall have been obtained (without the imposition of any conditions that are not acceptable to the Lenders) and shall remain in effect; all applicable waiting periods in connection with the Transaction shall have expired without any action being taken by any Governmental Authority that restrains, prevents or imposes materially adverse conditions upon the Transaction or the rights of the Loan Parties or their Subsidiaries freely to transfer or otherwise dispose of, or to create any Lien on, any properties now owned or hereafter acquired by any of them.

(f) All of the written information that was made available to the Administrative Agent by or on behalf of any of the Loan Parties prior to January 3, 2005 shall be complete and correct in all material respects and no new or additional information shall have been received or discovered after January 3, 2005 that is inconsistent with such information and either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(g) The Merger shall have been consummated in accordance with the terms of the Merger Agreement, without any waiver or amendment of any term, provision or condition set forth therein adverse to the Lenders and not consented to by the Arrangers.

Without limiting the generality of the provisions of Section 9.05, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions to all Credit Extensions. The obligation of each Lender to honor any Request for Credit Extension (other than a Committed Loan Notice requesting only a conversion of Loans denominated in Dollars to the other Type, or a continuation of Eurocurrency Rate Loans) is subject to the following conditions precedent:

(a) The representations and warranties of the Borrowers and each other Loan Party contained in Article V or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects on and as of the date of such Credit Extension (other than, with respect to Credit Extensions made on the Closing Date, the representation in Section 5.05(c)), except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date, and except that for purposes of this Section 4.02, the representations and warranties contained in Sections 5.05(a) and (b) shall be deemed to refer to the most recent statements furnished pursuant to Sections 6.01(a) and (b), respectively.

(b) No Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds therefrom.

(c) The Administrative Agent and, if applicable, the L/C Issuer or the Swing Line Lender shall have received a Request for Credit Extension in accordance with the requirements hereof.

Each Request for Credit Extension (other than a Committed Loan Notice requesting only a conversion of Loans denominated in Dollars to the other Type or a continuation of Eurocurrency Rate Loans) submitted by a Borrower shall be deemed to be a representation and warranty that the conditions specified in Sections 4.02(a) and (b) have been satisfied on and as of the date of the applicable Credit Extension.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

Each of the Borrowers represents and warrants to the Administrative Agent and the Lenders that:

5.01 Existence, Qualification and Power; Compliance with Laws. Each Loan Party and each of its Subsidiaries (other than Dormant Subsidiaries) (a) is duly organized or formed and validly existing under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority and all requisite governmental licenses, authorizations (including good standing), consents and approvals to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party and consummate the Transaction, (c) is duly qualified and is licensed and in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license, and (d) is in compliance with all Laws and licenses, authorizations and permits of Governmental Authorities in favor of such Loan Party; except in each case referred to in clause (b)(i), (c) or (d), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document and the Merger Agreement to which such Loan Party is or is to be a party are within such Loan Party's corporate or other powers, have been duly authorized by all necessary corporate or other organizational action, and do not and will not, except to the extent that such breach, contravention or conflict could not reasonably be expected to have a Material Adverse Effect (a) contravene the terms of any of such Loan Party's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien (other than Permitted Liens) under, or require any payment to be made under (i) any Contractual Obligation to which such Loan Party is a party or, to such Loan Party's knowledge, affecting such Loan Party or the properties of such Loan Party or any of its Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Loan Party or its property is subject; or (c) violate any Law or any license, authorization or permit of a Governmental Authority reasonably necessarily in the conduct of such Subsidiary's business. Each Loan Party and each Subsidiary thereof is in

compliance with all Contractual Obligations referred to in clause (b)(i), except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

5.03 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with (a) the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document or the Merger Agreement, or for the consummation of the Transaction, except those approvals, consents, exemption, authorization or other actions the failure of which to obtain or take could not reasonably be expected to have a Material Adverse Effect, (b) the grant by any Loan Party of the Liens granted by it pursuant to the Collateral Documents, (c) the perfection or maintenance of the Liens created under the Collateral Documents other than UCC filings and other filings specifically contemplated by the Collateral Documents (including the priority thereof) or (d) the exercise by the Administrative Agent or any Lender of its rights under the Loan Documents or the remedies in respect of the Collateral pursuant to the Collateral Documents except for (i) filings necessary to perfect the Liens on the Collateral granted by the Loan Parties in favor of the Secured Parties and (ii) approvals, consents, exemptions, authorizations, deletions, notices and filings that (A) have been duly obtained, taken, given or made and are in full force and effect or (B) the failure of which to obtain or take could not reasonably be expected to have a Material Adverse Effect.

5.04 Binding Effect. This Agreement has been, and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, except to the extent such enforceability may be limited by the effect of applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by equitable principles relating to enforceability.

5.05 Financial Statements; No Material Adverse Effect.

(a) The Audited Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; (ii) in all material respects fairly present the financial condition of each of the U.S. Borrower and its Subsidiaries and UIC and its Subsidiaries, respectively, as of the date thereof and their results of operations for the period covered thereby; and (iii) show all material indebtedness and other liabilities, direct or contingent, of the U.S. Borrower and its Subsidiaries and UIC and its Subsidiaries, respectively, as of the date thereof, including liabilities for taxes, material commitments and Indebtedness.

(b) The unaudited consolidated balance sheet of UIC and its Subsidiaries dated September 30, 2004 and the related consolidated statements of income or operations, shareholders' equity and cash flows for the fiscal quarters ended on such dates (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (ii) fairly present in all material respects the financial condition of UIC and its Subsidiaries as of the date thereof and their results of operations for the

period covered thereby, subject, in the case of clauses (i) and (ii), to the absence of footnotes and to normal year-end audit adjustments. Schedule 5.05 sets forth all material indebtedness and other liabilities, direct or contingent, of UIC and its consolidated Subsidiaries as of the date of such financial statements, including liabilities for taxes, material commitments and Indebtedness.

(c) Since the date of the Audited Financial Statements, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(d) The consolidated pro forma balance sheet of the U.S. Borrower and its Subsidiaries as at September 30, 2004, and the related consolidated pro forma statements of income and cash flows of the U.S. Borrower and its Subsidiaries for the fiscal year then ended, certified by the chief financial officer or treasurer of the U.S. Borrower, copies of which have been furnished to each Lender, fairly present in all material respects the consolidated pro forma financial condition of the U.S. Borrower and its Subsidiaries as at such date and the consolidated pro forma results of operations of the U.S. Borrower and its Subsidiaries for the period ended on such date, in each case giving effect to the Transaction, all in accordance with GAAP.

(e) The consolidated forecasted balance sheets, statements of income and statements of cash flows of the U.S. Borrower and its Subsidiaries delivered to the Lenders pursuant to Section 4.01 or 6.01(c) were prepared in good faith on the basis of the reasonable assumptions at the time made stated therein, which assumptions were fair in light of the conditions existing at the time of delivery of such forecasts, it being understood that (i) such forecasts, as to future events, are not to be viewed as facts, that actual results during the period or periods covered by any such forecasts may differ significantly from the forecasted results and that such differences may be material and that such forecasts are not a guarantee of financial performance and (ii) no representation is made with respect to information of a general economic or general industry nature.

5.06 Litigation. Except as disclosed on Schedule 5.06, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Borrowers, threatened or contemplated, at law, in equity, in arbitration or before any Governmental Authority, by or against the Borrowers or any of their Subsidiaries or against any of their properties or revenues that either individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

5.07 No Default. None of the Borrowers or any Subsidiary is in default under or with respect to, or a party to, any Contractual Obligation that could, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.08 Ownership of Property.

(a) Each Loan Party has good record, indefeasible and insurable title in fee simple to, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of its business, except where failure to have such title or other property interests could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Schedule 5.08(b) sets forth a complete and accurate list of all real property owned by each Loan Party, which, as of the Closing Date, has an estimated fair value greater than $5,000,000 or as to which a Mortgage will be granted hereunder, in each case showing as of the date hereof the street address, county or other relevant jurisdiction, state, record owner and estimated fair value thereof. Each Loan Party has good, indefeasible and insurable fee simple title to the real property owned by such Loan Party, free and clear of all Liens, other than Permitted Liens.

(c) Schedule 5.08(c) sets forth a complete and accurate list of all material leases of real property subject to a leasehold mortgage as of the Closing Date or as to which a Mortgage will be granted hereunder under which any Loan Party is the lessee, showing as of the date hereof the street address, county or other relevant jurisdiction, state, lessor, lessee and expiration date thereof. Each such lease is the legal, valid and binding obligation of the lessor (assuming corporate power and authority and due execution and delivery on the part of the lessor with respect to such lease) thereof, enforceable in accordance with its terms.

5.09 Environmental Compliance.

(a) The facilities and properties owned or leased by the Loan Parties and their respective Subsidiaries are in compliance with all Environmental Laws, except for such non-compliance as would not reasonably be expected to result in a Material Adverse Effect.

(b) Except as otherwise set forth in Schedule 5.09, none of the properties currently or, to the knowledge of any Borrower, formerly owned or operated by any Loan Party or any of its Subsidiaries is listed or proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list; and, except as would not reasonably be expected to result in a Material Adverse Effect, Hazardous Materials have not been released, discharged or disposed of at, on or under any property currently or, to the knowledge of the Loan Parties, formerly owned or operated by any Loan Party or any of its Subsidiaries.

(c) Except as otherwise set forth on Schedule 5.09 or as could not individually or in the aggregate be reasonably expected to have a Material Adverse Effect, neither any Loan Party nor any of its Subsidiaries is undertaking, and has not completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law; and all Hazardous Materials generated, used, treated, handled or stored at, or transported to or from, any property currently or formerly owned or operated by any Loan Party or any of its Subsidiaries have been disposed of in a manner not reasonably expected to result in individually or in the aggregate, a Material Adverse Effect to any Loan Party or any of its Subsidiaries.

(d) No pending or threatened claims against any Loan Party or any of their Subsidiaries of any Government Authority or any other party arising under any Environmental Law have been made, except for such claims that are not reasonably likely, either singly or in the aggregate, to result in a Material Adverse Effect.

5.10 Insurance. The properties of the U.S. Borrower and its Subsidiaries are insured with financially sound and reputable insurance companies not Affiliates of the U.S. Borrower, in such amounts (after giving effect to any self-insurance compatible with the following standards), with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the U.S. Borrower or the applicable Subsidiary operates.

5.11 Taxes. The U.S. Borrower and its Subsidiaries have filed all material Federal, state and other material tax returns and reports required to be filed, and have paid all material Federal, state and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except those which are (a) not overdue by more than thirty (30) days, (b) being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP and (c) to the extent that the failure to make such filings individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect. There is no proposed tax assessment against the U.S. Borrower or any Subsidiary that would, if made, have a Material Adverse Effect. Neither any Loan Party nor any of its Subsidiaries is party to any tax sharing agreement with any other Person (other than the U.S. Borrower and its Subsidiaries) pursuant to which it is liable for any Taxes of any Person that could be reasonably expected to have a Material Adverse Effect.

5.12 ERISA Compliance.

(a) Each Plan is in compliance in all material respects with its terms, the applicable provisions of ERISA, the Code and other federal or state Laws. Each Plan that is intended to qualify under Section 401(a) of the Code is so qualified, and to the knowledge of the U.S. Borrower, nothing has occurred which could reasonably be expected to cause the loss of such qualification. There are no pending or, to the knowledge of the Borrowers, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect.

(b) No ERISA Event has occurred or could reasonably be expected to occur that, either individually or in the aggregate, has had or could reasonably be expected to have, a Material Adverse Effect. No Pension Plan has any Unfunded Pension Liability, except as could not reasonably be expected to have a Material Adverse Effect.

(c) With respect to each scheme or arrangement mandated by a government other than the United States (a "Foreign Government Scheme or Arrangement") and with respect to each employee benefit plan maintained or contributed to by any Loan Party or any Subsidiary of any Loan Party that is not subject to United States law (a "Foreign Plan"), except as could not reasonably be expected to have a Material Adverse Effect:

(i) any employer and employee contributions required by law or by the terms of any Foreign Government Scheme or Arrangement or any Foreign Plan have been made, or, if applicable, accrued, in accordance with normal accounting practices;

(ii) the fair market value of the assets of each funded Foreign Plan, the liability of each insurer for any Foreign Plan funded through insurance or the book reserve established for any Foreign Plan, together with any accrued contributions, is sufficient to procure or provide for the accrued benefit obligations, as of the date hereof, with respect to all current and former participants in such Foreign Plan according to the actuarial assumptions and valuations most recently used to account for such obligations in accordance with applicable generally accepted accounting principles; and

(iii) each Foreign Plan required to be registered has been registered and has been maintained in good standing with applicable regulatory authorities.

5.13 Subsidiaries; Equity Interests; Loan Parties. As of the Closing Date, the U.S. Borrower has no Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.13, and all of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by a Loan Party in the amounts specified on Schedule 5.13 free and clear of all Liens except those permitted under Section 7.01(a), (b), (c), (h), (j), or (o). As of the Closing Date, each Loan Party has no equity investments in any other corporation or entity other than those specifically disclosed in Schedule 5.13, Cash Equivalents and equity investments permitted pursuant to Section 7.03(p). All of the outstanding Equity Interests in the U.S. Borrower and each of its Subsidiaries have been validly issued and are fully paid and non-assessable. Set forth on Part (c) of Schedule 5.13 is a complete and accurate list of all Loan Parties, showing as of the Closing Date (as to each Loan Party) the jurisdiction of its incorporation, the address of its principal place of business and its U.S. taxpayer identification number, or, in the case of the UK Borrower, its registered number at Companies House, or, in the case of any non-U.S. Loan Party that does not have a U.S. taxpayer identification number, its unique identification number issued to it by the jurisdiction of its incorporation. The copy of the charter of each Loan Party and each amendment thereto provided pursuant to Section 4.01(a) is a true and correct copy of each such document, each of which is valid and in full force and effect.

5.14 Margin Regulations; Investment Company Act; Public Utility Holding Company Act.

(a) Following the application of the proceeds of each Borrowing or drawing under each Letter of Credit, not more than 25% of the value of the assets (of the U.S. Borrower only, the Subsidiary Borrower only, or of the U.S. Borrower and its Subsidiaries on a consolidated basis) subject to the provisions of Section 7.01 or Section 7.05 or subject to any restriction contained in any agreement or instrument between the U.S. Borrower and any Lender or any Affiliate of any Lender or the Subsidiary Borrower and any Lender or any Affiliate of any Lender relating to Indebtedness and within the scope of Section 8.01(e) will be margin stock.

(b) None of the U.S. Borrower, any Person Controlling the U.S. Borrower, or any Subsidiary (i) is a "holding company," or a "subsidiary company" of a "holding company," or an "affiliate" of a "holding company" or of a "subsidiary company" of a "holding company," within the meaning of the Public Utility Holding Company Act of 1935, or (ii) is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

5.15 Disclosure. The U.S. Borrower has disclosed to the Administrative Agent and 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 report, financial statement, certificate or other information furnished (whether in writing or orally) by or on behalf of the Loan Parties, taken as a whole, to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case 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 U.S. Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time, it being understood that actual results may vary from such projections, and such variations may be material.

5.16 Intellectual Property; Licenses, Etc. The U.S. Borrower and each of its Subsidiaries own, or possess the right to use, all of the trademarks, service marks, trade names, copyrights, patents, patent rights, franchises, licenses and other intellectual property rights (collectively, "IP Rights") that are necessary for the operation of their respective businesses, without conflict with the rights of any other Person, except to the extent that the failure to so own or possess any such IP Rights (or any conflict pertaining thereto) could not individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. To the knowledge of the Borrowers, no slogan or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by the U.S. Borrower or any of its Subsidiaries infringes upon any valid rights held by any other Person except to the extent that such infringement could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as specifically disclosed in Schedule 5.16, no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Borrowers, threatened, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.17 Solvency. Each Loan Party is, individually and together with its Subsidiaries, Solvent.

ARTICLE VI
AFFIRMATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding, each of the Borrowers shall, and shall (except in the case of the covenants set forth in Sections 6.01, 6.02, 6.03 and 6.11) cause each Subsidiary to:

6.01 Financial Statements. Deliver to the Administrative Agent and each Lender:

(a) as soon as available, but in any event within 80 days after the end of each fiscal year of the U.S. Borrower (commencing with the fiscal year ended 2004 with respect to UIC and its Subsidiaries and 2005 with respect to the U.S. Borrower and its Subsidiaries), a consolidated balance sheet of the U.S. Borrower and its Subsidiaries as at the end of such fiscal year, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, such consolidated Statements to be audited and accompanied by a report and opinion of a "big four" national accounting firm or other Registered Public Accounting Firm of nationally recognized standing reasonably acceptable to the Administrative Agent, which report and opinion shall be prepared in accordance with generally accepted auditing standards and applicable Securities Laws;

(b) as soon as available, but in any event within 45 days after the end of each of the first three fiscal quarters of each fiscal year of the U.S. Borrower (commencing with the fiscal quarter ended December 31, 2004 with respect to Rayovac Corporation and its Subsidiaries and with the fiscal quarter ended March 31, 2005 with respect to the U.S. Borrower and its Subsidiaries), a consolidated balance sheet of the U.S. Borrower and its Subsidiaries as at the end of such fiscal quarter, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal quarter and for the portion of the U.S. Borrower's fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by the chief financial officer or the treasurer of the U.S. Borrower as fairly presenting the financial condition, results of operations, shareholders' equity and cash flows of the U.S. Borrower and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes;

(c) as soon as available, but in any event at within 91 days after the end of each fiscal year, forecasts prepared by management of the U.S. Borrower, in form reasonably satisfactory to the Administrative Agent and the Required Lenders, of the operating budget and cash flow budget of the U.S. Borrower and its Subsidiaries for the succeeding fiscal year, such projections to be accompanied by a certificate of the chief financial officer of the U.S. Borrower to the effect that (i) such projections were prepared by the U.S. Borrower in good faith, (ii) the U.S. Borrower has a reasonable basis for the assumptions contained in such projections and (iii) such projections have been prepared according to such assumptions, it being understood that actual results may vary from such projections, and such variations may be material.

As to any information contained in materials furnished pursuant to Section 6.02(c), the U.S. Borrower shall not be separately required to furnish such information under Sections 6.01(a) or (b) above, but the foregoing shall not be in derogation of the obligation of the U.S. Borrower to furnish the information and materials described in Sections 6.01(a) and (b) above at the times specified therein.

6.02 Certificates; Other Information. Deliver to the Administrative Agent and each Lender:

(a) concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (b), a duly completed Compliance Certificate signed by a Responsible Officer of the U.S. Borrower;

(b) promptly after any request by the Administrative Agent or any Lender, copies of any final management letters submitted to the board of directors (or the audit committee of the board of directors) of any Loan Party by independent accountants;

(c) promptly after the same are available, copies of each annual report, proxy or financial statement or other report or communication sent to the stockholders of the U.S. Borrower, and copies of all annual, regular, periodic and special reports and registration statements which the U.S. Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, or with any national securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(d) promptly after the furnishing thereof, copies of any statement or report furnished to any holder of debt securities of any Loan Party or of any of its Subsidiaries pursuant to the terms of any indenture, loan or credit or similar agreement and not otherwise required to be furnished to the Lenders pursuant to any other clause of this Section 6.02;

(e) promptly and in any event within five Business Days after receipt thereof by any Loan Party or any of its Subsidiaries, notice of receipt of any notice or other correspondence received from the SEC (or comparable agency in any applicable non-U.S. jurisdiction) concerning any material investigation or possible material investigation or other material inquiry by such agency regarding financial or other operational results of any Loan Party or any of its Subsidiaries, but not copies of any such notice or correspondence;

(f) promptly after the occurrence thereof, notice of any Environmental Action against or of any noncompliance by any Loan Party or any of its Subsidiaries with any Environmental Law or Environmental Permit that could reasonably be expected to have a Material Adverse Effect ;

(g) in the case of the UK Borrower, prompt notice of any change of name, change of office address or change in the center of main business; and

(h) promptly, such additional information regarding the business, financial, legal or corporate affairs of any Loan Party or any Subsidiary thereof, or compliance with the terms of the Loan Documents, as the Administrative Agent or any Lender may from time to time reasonably request.

Documents required to be delivered pursuant to Section 6.01(a), (b) or (c) or otherwise (to the extent any such documents are included in materials otherwise filed with the

SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the U.S. Borrower posts such documents, or provides a link thereto on the U.S. Borrower's website on the Internet at the website address listed on Schedule 10.02; or (ii) on which such documents are posted on the U.S. Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that the U.S. Borrower shall notify the Administrative Agent and each Lender who, upon reasonable written notice, specifically requests such notifications from the U.S. Borrower (by telecopier or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Except for the Compliance Certificate, the Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the U.S. Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrowers hereby acknowledge that (a) the Administrative Agent and/or the Arranger will make available to the Lenders and the L/C Issuer materials and/or information provided by or on behalf of the Borrowers hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "Platform") and (b) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Borrowers or their securities) (each, a "Public Lender"). The Borrowers hereby agree that they will use commercially reasonable efforts to identify that portion of the Borrower Materials that may not be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked "MATERIAL NON-PUBLIC" which, at a minimum, shall mean that the word "MATERIAL NON-PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "MATERIAL NON-PUBLIC," the Borrowers shall be deemed to have directed the Administrative Agent, the Arrangers, the L/C Issuer and the Lenders to treat such Borrower Materials as either confidential information or as containing material non-public information with respect to the Borrowers or their securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 10.07); (y) all Borrower Materials not marked "MATERIAL NON-PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Investor" and the Borrowers hereby authorize the Administrative Agent, the Arrangers, the L/C Issuer and the Lenders to treat all such Borrower Materials as either publicly available information or information that although it may be sensitive and proprietary, is not material with respect to the Borrowers or their securities for purposes of United States Federal and State securities; and (z) the Administrative Agent and the Arranger shall treat any Borrower Materials that are marked "MATERIAL NON-PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Investor."

6.03 Notices. Promptly notify the Administrative Agent and each Lender:

(a) of the occurrence of any Default;

(b) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect;

(c) of the occurrence of any ERISA Event;

(d) of the (A) occurrence of any Disposition of property or assets for which the U.S. Borrower is required to make a mandatory prepayment pursuant to Section 2.07(b)(ii) and (B) incurrence or issuance of any Indebtedness for which the U.S. Borrower is required to make a mandatory prepayment pursuant to Section 2.07(b)(iii); and

(e) of the occurrence of any Internal Control Event.

Each notice pursuant to Section 6.03(a), (b), (c) or (e) shall be accompanied by a statement of a Responsible Officer of the U.S. Borrower setting forth details of the occurrence referred to therein and stating what action the Borrowers have taken and propose to take with respect thereto. Each notice pursuant to Section 6.03(a) shall describe with particularity any and all provisions of this Agreement and any other Loan Document in respect of which a Default exists.

6.04 Payment of Obligations. Pay, discharge or otherwise satisfy as the same shall become due and payable, (a) all material tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by such Borrower or such Subsidiary except to the extent the failure to pay or discharge the same could not reasonably be expected to have a Material Adverse Effect; and (b) all lawful claims which, if unpaid, would by law become a Lien upon its property.

6.05 Preservation of Existence, Etc. (a) Other than as to Dormant Subsidiaries, preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization except in a transaction permitted by Section 7.04 or 7.05 and (other than with respect to the Borrowers) to the extent the failure to do so could not reasonably be expected to have a Material Adverse Effect; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, except to the extent the failure to preserve or renew could not reasonably be expected to have a Material Adverse Effect.

6.06 Maintenance of Properties. Except if failure to do so could not reasonably be expected to have a Material Adverse Effect, (a) maintain, preserve and protect all of its material properties and equipment that are necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted; and (b) make all necessary repairs thereto and renewals and replacements thereof in accordance with prudent industry practice; provided, however, that this Section 6.06 shall not apply to Dormant Subsidiaries.

6.07 Maintenance of Insurance. Maintain with financially sound and reputable insurance companies not Affiliates of the U.S. Borrower, insurance with respect to its properties

and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts (after giving effect to any self-insurance (including with captive insurance companies) compatible with the following standards) as are customarily carried under similar circumstances by such other Persons.

6.08 Compliance with Laws. Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

6.09 Books and Records. Maintain proper books of record and account, in which full, true and correct entries shall be made of all material financial transactions and matters involving the assets and business of the Borrowers or such Subsidiary, as the case may be, in a manner that permits the preparation of financial statements in accordance with GAAP.

6.10 Inspection Rights. Permit representatives and independent contractors of the Administrative Agent and each Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, all at such reasonable times during normal business hours, in reasonable intervals, and upon reasonable advance notice to the Borrowers; provided, that, excluding any such visits and inspections during the continuation of an Event of Default, only the Administrative Agent on behalf of the Lenders may exercise rights under this Section 6.10 and the Administrative Agent shall not exercise such rights more often than two (2) times during any calendar year and any one (1) such time shall be at the Borrowers' expense; provided further, that when an Event of Default exists the Administrative Agent or any Lender may do any of the foregoing at the expense of the Borrowers at any time during normal business hours and upon reasonable advance notice the Administrative Agent and the Lenders shall give the Borrowers the opportunity to participate in any discussions with the Borrowers' accountants.

6.11 Use of Proceeds. Use the proceeds of the Credit Extensions for general corporate purposes not in contravention of any Law or of any Loan Document.

6.12 Covenant to Guarantee Obligations and Give Security. (a) Upon the formation or acquisition of any new direct or indirect Subsidiaries by any Loan Party, then the U.S. Borrower shall, at the U.S. Borrower's expense:

(i) within 30 days after such formation or acquisition (or such longer period as the Administrative Agent may agree in its reasonable discretion), cause such Subsidiary to duly execute and deliver to the Administrative Agent a guaranty or guaranty supplement, in form and substance reasonably satisfactory to the Administrative Agent, guaranteeing (A) if such Subsidiary is a domestic Subsidiary, the U.S. Borrower's and ROV Guarantors' obligations under the Loan Documents in the case of a Domestic Subsidiary, or (B) if such Subsidiary is a direct or indirect parent of a Subsidiary Borrower, the obligations of such Subsidiary Borrower under the Loan Documents.

(ii) within 15 days after such formation or acquisition (or such longer period as the Administrative Agent may agree in its reasonable discretion), furnish to the Administrative Agent a description of the real and personal properties of each such Domestic Subsidiary, in a form substantially consistent with Schedules 5.08(b) and 5.08(c),

(iii) within 30 days after such formation or acquisition (or such longer period as the Administrative Agent may agree in its reasonable discretion), cause each such Subsidiary to duly execute and deliver, to the Administrative Agent deeds of trust, trust deeds, mortgages, leasehold mortgages, leasehold deeds of trust, Security Agreement Supplements, IP Security Agreement Supplements, supplements to any Foreign Collateral Documents, and other security and pledge agreements, as specified by and in form and substance reasonably satisfactory to the Administrative Agent (including delivery of all pledged Equity Interests in and of such Subsidiary, and other instruments of the type specified in Section 4.01(a)(iii), (iv) and (v) and using commercially reasonable efforts to deliver instruments of the type specified in clause 6.18(a)(v), in each case, as applicable), securing payment of all the Obligations of such Subsidiary under the Loan Documents and constituting Liens on all such personal properties, all such owned real properties with an estimated fair value equal to or greater than $5 million and all such material leased real properties; provided that with respect to any such property outside the U.S., the Administrative Agent shall not require a Subsidiary to grant a security interest therein, or provide other deliveries to the extent the Administrative Agent determines in its reasonable discretion that the cost of obtaining such Lien or delivery is excessive in relation to the benefit to the Lenders, of the security afforded thereby.

(iv) within 60 days after such formation or acquisition (or such longer period as the Administrative Agent may agree in its reasonable discretion), cause each such Subsidiary to take whatever action (including the recording of mortgages, the filing of Uniform Commercial Code financing statements, the giving of notices and the endorsement of notices on title documents) may be necessary or advisable in the opinion of the Administrative Agent to vest in the Administrative Agent (or in any representative of the Administrative Agent designated by it) valid and subsisting Liens on the properties purported to be subject to the deeds of trust, trust deeds, mortgages, leasehold mortgages, leasehold deeds of trust, Security Agreement Supplements, IP Security Agreement Supplements, supplements to Foreign Collateral Documents and security and pledge agreements delivered pursuant to this Section 6.12, enforceable against all third parties in accordance with their terms,

(v) within 30 days after the reasonable request therefor by the Administrative Agent, deliver to the Administrative Agent, a signed copy of a customary legal opinion, addressed to the Administrative Agent and the other Secured Parties, of counsel for the Loan Parties reasonably acceptable to the Administrative Agent as to the matters contained in clauses (i), (iii) and (iv) above, and as to such other matters as the Administrative Agent may reasonably request, and

(vi) as promptly as practicable after such formation or acquisition, deliver, upon the request of the Administrative Agent in its reasonable discretion, to the Administrative Agent with respect to each parcel of real property with fair market value equal to or greater than $5 million owned or held by any domestic entity that is the subject of such formation or acquisition title reports, surveys and environmental assessment reports, each in scope, form and substance satisfactory to the Administrative Agent, provided, however, that to the extent that any Loan Party or any of its Subsidiaries shall have otherwise received any of the foregoing items with respect to such real property, such items shall, promptly after the receipt thereof, be delivered to the Administrative Agent.

(b) Upon the acquisition of any personal property, any owned real property with a fair market value greater than or equal to $5 million or any material leased real property, by any Loan Party, and such property, in the judgment of the Administrative Agent, shall not already be subject to a perfected security interest in favor of the Administrative Agent for the benefit of the Secured Parties provided that with respect to any such property outside the U.S., the Administrative Agent shall not require a Loan Party to comply with the following provisions to the extent that the Administrative Agent determines, in its reasonable discretion, that the cost of such compliance is excessive in relation to the benefit to be afforded to the Lenders thereby, then the U.S. Borrower shall, at the U.S. Borrower's expense:

(i) within 15 days after such acquisition (or such longer period as the Administrative Agent may agree in its reasonable discretion), furnish to the Administrative Agent a description of the property so acquired in detail reasonably satisfactory to the Administrative Agent,

(ii) within 30 days after such acquisition (or such longer period as the Administrative Agent may agree in its reasonable discretion), cause the applicable Loan Party to take whatever action (including the execution and delivery of any agreement set forth in Section 6.12(a)(iii), the recording of mortgages, the filing of Uniform Commercial Code financing statements, the giving of notices and the endorsement of notices on title documents) may be necessary or advisable in the opinion of the Administrative Agent to vest in the Administrative Agent (or in any representative of the Administrative Agent designated by it) valid Liens on such property in accordance with the Loan Parties, enforceable against all third parties,

(iii) within 30 days after the request therefor by the Administrative Agent (or such longer period as the Administrative Agent may agree in its reasonable discretion), deliver to the Administrative Agent a signed copy of a favorable opinion, addressed to the Administrative Agent and the other Secured Parties, of counsel for the Loan Parties reasonably acceptable to the Administrative Agent as to the matters contained in clause (ii) above and as to such other matters as the Administrative Agent may reasonably request, and

(iv) as promptly as practicable after any acquisition of any such real property, deliver, upon the request of the Administrative Agent in its reasonable discretion, to the Administrative Agent with respect to such real property title reports, surveys and

environmental assessment reports, each in scope, form and substance satisfactory to the Administrative Agent, provided, however, that to the extent that any Loan Party or any of its Subsidiaries shall have otherwise received any of the foregoing items with respect to such real property, such items shall, promptly after the receipt thereof, be delivered to the Administrative Agent,

(c) Upon the request of the Administrative Agent following the occurrence and during the continuance of a Default, the U.S. Borrower shall, at the U.S. Borrower's expense, furnish to the Administrative Agent such descriptions of property of the U.S. Borrower and its Subsidiaries and deliver to the Administrative Agent such additional Collateral Documents and other deliveries of the nature contemplated by this Section 6.12 and Section 4.01(a), in each case to the extent, and within time periods, reasonably requested by the Administrative Agent.

(d) In the event of, and upon the consummation of, an amendment to the 2013 Notes Indenture that revises the covenants in the 2013 Notes Indenture to be similar to the covenants in the 2015 Notes Indenture and, specifically, allows new or additional Liens over the assets of foreign Subsidiaries of the U.S. Borrower to secure the Obligations of the Subsidiary Borrowers, the U.S. Borrower shall, at the U.S. Borrower's expense, (A) deliver amendments, modifications, supplements to, restatements of or replacements for, certain of the Foreign Collateral Documents including, without limitation, (i) the UK Share Charges, the German Share Pledges, the Netherlands Share Pledge and the German Account Pledge, (ii) pledge or other agreements in respect of the Equity Interests of each Subsidiary Borrower and (iii) take action of the type described in Section 6.12(a)(iii) and (iv) to create valid perfected security interests over all property of each Subsidiary Borrower as the Administrative Agent may reasonably request and (B) if Rayovac (UK) Ltd. has not been put into liquidation at such time, a KGaA Guaranty and a UK Guaranty duly executed by Rayovac (UK) Ltd..

(e) At any time upon request of the Administrative Agent, promptly execute and deliver any and all further instruments and documents and take all such other action as the Administrative Agent may deem necessary or desirable in obtaining the full benefits of, or in perfecting and preserving the Liens of, such guaranties, deeds of trust, trust deeds, mortgages, leasehold mortgages, leasehold deeds of trust, Security Agreement Supplements, IP Security Agreement Supplements, supplements to Foreign Collateral Documents and other security and pledge agreements;

Notwithstanding the foregoing, (x) the Administrative Agent shall not take a security interest in or require any title insurance or similar items with respect to those assets as to which the Administrative Agent shall determine, in its reasonable discretion, that the cost of obtaining such Lien (including any mortgage, stamp, intangibles or other tax, title insurance or similar items) is excessive in relation to the benefit to the Lenders of the security afforded thereby and (y) Liens required to be granted pursuant to this Section 6.12 shall be subject to exceptions and limitations consistent with those set forth herein and in the Collateral Documents as in effect on the Closing Date (to the extent appropriate in the applicable jurisdiction).

provided, however, that in no event shall (a) greater than 65% of the issued and outstanding Equity Interests of any Subsidiary Borrower or any foreign Subsidiary be pledged or similarly hypothecated to Guarantee any Obligation of the U.S. Borrower or any Domestic Subsidiary, (b) the Subsidiary Borrower or any foreign Subsidiary Guarantee any Obligation of the U.S. Borrower or any Domestic Subsidiary or (c) any security or similar interest be granted in the assets of the Subsidiary Borrower or any foreign Subsidiary that secures or Guarantees any Obligation of the U.S. Borrower or any Domestic Subsidiary.

6.13 Compliance with Environmental Laws. Except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect, comply, and cause all lessees and other Persons operating or occupying its properties to comply, in all material respects, with all applicable Environmental Laws and Environmental Permits; obtain and renew all Environmental Permits necessary for its operations and properties; and conduct any investigation, study, sampling and testing, and undertake any cleanup, removal, remedial or other action necessary to remove and clean up all Hazardous Materials from any of its properties, materially in accordance with the requirements of all applicable Environmental Laws; provided, however, that neither the Borrowers nor any of their Subsidiaries shall be required to undertake any such cleanup, removal, remedial or other action (a) to the extent that its obligation to do so is being contested in good faith and by proper proceedings and appropriate reserves are being maintained with respect to such circumstances or (b) where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.14 Further Assurances. Promptly upon request by the Administrative Agent, or any Lender through the Administrative Agent, (a) correct any material defect or error that may be discovered in any Loan Document or in the execution, acknowledgment, filing or recordation thereof, and (b) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent, or any Lender through the Administrative Agent, may reasonably require from time to time in order to (i) to the fullest extent permitted by applicable law, subject any Loan Party's properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the Collateral Documents, (ii) perfect and maintain the validity, effectiveness and priority of any of the Collateral Documents and any of the Liens intended to be created thereunder and (iii) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Secured Parties the rights granted or now or hereafter intended to be granted to the Secured Parties under any Loan Document or under any other instrument executed in connection with any Loan Document to which any Loan Party or any of its Subsidiaries is or is to be a party, and cause each of its Subsidiaries to do so.

6.15 Interest Rate Hedging. Enter into prior to the Closing Date, and maintain at all times thereafter, either Consolidated Funded Indebtedness accruing interest at a fixed rate, or interest rate Swap Contracts (with Persons acceptable to the Administrative Agent and providing for such Persons to make payments thereunder for a period of the lesser of (a) three years and (b) the Maturity Date with respect to the Term Facilities), covering a notional amount of not less than 35% of the amount of Consolidated Funded Indebtedness at such time.

6.16 Cash Collateral Accounts. Maintain, and cause each of its Subsidiaries to maintain, all domestic Cash Collateral Accounts with Bank of America.

6.17 Euro Borrower Financial Condition.

The U.S. Borrower shall:

(a) provide at all times sufficient financial means to the Euro Borrower and, if necessary, increase the capital of the Euro Borrower, to ensure that none of the following situations occurs in which ROV German General Partner GmbH would be obligated or entitled to file an application for the opening of insolvency proceedings against the Euro Borrower under the German Insolvency Act (Insolvenzordnung) pursuant to Section 283 No. 14 in connection with Section 92 German Stock Corporation Act (Aktiengesetz):

(i) the Euro Borrower is not able to pay its obligations when they become due (zahlungsunfahig) in the sense of Section 17(2) of the German Insolvency Act;

(ii) the Euro Borrower is overindebted (uberschuldet) in the sense of Section 19(2) of the German Insolvency Act; or

(iii) there is the threat that, in the immediate future, the Euro Borrower is not able to pay obligations when they become due (drohende Zahlungsunfahigkeit) in the sense of Section 18(2) of the German Insolvency Act;

(b) ensure that there are reporting procedures in place so that the U.S. Borrower is timely informed of the overall financial situation of the Euro Borrower and, in particular the ability of the Euro Borrower to pay its obligations when due and the status of its indebtedness; and

(c) notify the Administrative Agent not less than two Business Days prior to making any investment in order to comply with its obligation under subsection (a) above.

6.18 Real Estate Post-Closing Obligations.

Within 60 days after the Closing Date (or such later date as the Administrative Agent may agree in its sole discretion), deliver to the Administrative Agent (or, in the case of clause (v), use commercially reasonable efforts to deliver to the Administrative Agent):

(a) (1) deeds of trust, trust deeds, mortgages, leasehold mortgages and leasehold deeds of trust, in substantially the form of Exhibit H-1 or (2) Mortgage Amendments in substantially the form of Exhibit H-2 (in each case with such changes as may be satisfactory to the Administrative Agent and its counsel to account for local law matters) covering the Mortgage Properties (the mortgages, as amended by the Mortgage Amendments, together with each other mortgage delivered pursuant to Section 6.12, in each case as amended, the "Mortgages"), duly executed by the appropriate Loan Party, together with:

(i) evidence that counterparts of the Mortgages have been duly executed, acknowledged and delivered and are in form suitable for filing or recording in all filing or recording offices that the Administrative Agent may deem necessary or desirable in order to create a valid first and subsisting Lien on the property described therein in favor of the

Administrative Agent for the benefit of the Secured Parties and that all filing and recording taxes and fees have been paid,

(ii) with respect to Mortgages, other than Mortgages amended by the Mortgage Amendments, fully paid American Land Title Association Lender's Extended Coverage title insurance policies (the "Mortgage Policies") in form and substance, with endorsements and in amounts acceptable to the Administrative Agent, issued, coinsured and reinsured by title insurers acceptable to the Administrative Agent, insuring the Mortgages to be valid first and subsisting Liens on the property described therein, free and clear of all defects (including, but not limited to, mechanics' and materialmen's Liens) and encumbrances, excepting only Permitted Encumbrances and other Liens permitted under the Loan Documents, and providing for such other affirmative insurance (including endorsements for future advances under the Loan Documents and for mechanics' and materialmen's Liens) and such coinsurance and direct access reinsurance as the Administrative Agent may deem necessary or desirable,

(iii) with respect to the Mortgage Amendments, fully paid American Land Title Association date down endorsements of the mortgage policies of title insurers insuring that the Mortgage, as amended by the Mortgage Amendment, creates and constitutes a valid first mortgage Lien against the applicable Mortgaged Property in favor of the Administrative Agent,

(iv) copies of all the surveys currently in the possession of any Loan Party or Subsidiary with respect to each Mortgage Property,

(v) estoppel and consent agreements, in form and substance satisfactory to the Administrative Agent, executed by each of the lessors of the leased real properties listed on Schedule 5.08(c) that are not subject to an existing Mortgage, along with (A) a memorandum of lease in recordable form with respect to such leasehold interest, executed and acknowledged by the owner of the affected real property, as lessor, or (B) evidence that the applicable lease with respect to such leasehold interest or a memorandum thereof has been recorded in all places necessary or desirable, in the Administrative Agent's reasonable judgment, to give constructive notice to third-party purchasers of such leasehold interest, or (C) if such leasehold interest was acquired or subleased from the holder of a recorded leasehold interest, the applicable assignment or sublease document, executed and acknowledged by such holder, in each case in form sufficient to give such constructive notice upon recordation and otherwise in form satisfactory to the Administrative Agent,

(vi) evidence of the insurance required by the terms of the Mortgages, and

(vii) such other consents, agreements and confirmations of third parties as the Administrative Agent may deem reasonably necessary or desirable and evidence that all other action that the Administrative Agent may deem reasonably necessary or desirable in order to create valid Liens on the property described in the Mortgages has been taken; and

(b) opinions of local counsel for the Loan Parties in states in which the Mortgage Properties are located, with respect to the enforceability and perfection of the Mortgages and any related fixture filings substantially in the form of Exhibit I-3 hereto (with such changes as may be approved by the Administrative Agent and its counsel to account for local law matters), and otherwise in form and substance reasonably satisfactory to the Administrative Agent; and

(c) the opinion of counsel to the Loan Parties, addressed to the Administrative Agent and each Lender, as to certain corporate formalities in form and substance reasonably satisfactory to the Administrative Agent.

6.19 Foreign Collateral Post-Closing Obligations. Within 30 days after the Closing Date (or such later date as the Administrative Agent may agree in its sole discretion) deliver to the Administrative Agent:

(a) each of the Cayman Share Charges, duly executed by ROV Holding, in each case together with evidence that all other actions, deliveries, registrations and filings that the Administrative Agent may deem necessary or desirable in order to create perfected security interests in the assets expressed to be pledged thereunder have been taken, delivered or made;

(b) a German Share Pledge in respect of the Equity Interests of ROV Europe GmbH, together with all evidence that all other actions, deliveries, registrations and filings that the Administrative Agent may deem necessary or desirable in order to create perfected security interests in the assets expressed to be pledged thereunder have been taken, delivered or made;

(c) an amendment to each of the German Global Assignment and German Security Transfer Agreement, duly executed by the Euro Borrower, in each case together with evidence that all other actions, deliveries, registrations and filings that the Administrative Agent may deem necessary or desirable in order to create perfected security interests in the assets expressed to be pledged thereunder have been taken, delivered or made;

(d) a Reaffirmation of the Canadian Share Pledge, duly executed by ROV Holding, together with evidence that all other actions, deliveries, registrations and filings, including PPSA registrations, that the Administrative Agent may deem necessary or desirable in order to create perfected security interests in the assets expressed to be pledged thereunder have been taken, delivered or made;

(e) a favorable opinion of counsel to the Loan Parties in each of Canada, Germany, Cayman Islands and Delaware, addressed to the Administrative Agent and each Lender, as to such matters concerning the Loan Parties and the Loan Documents as the Administrative Agent may reasonably request; or

(f) if such entities have not been merged into other Loan Parties prior to such date (with such other Loan Party being the surviving Person), a favorable opinion of Nevada and California counsel to each of Firstrax Pet Products Inc., Firstrax Inc. and TAP, LLC

as to such matters concerning such entity as the Administrative Agent may reasonably request.

ARTICLE VII
NEGATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding, each Borrower shall not, nor shall it permit any Subsidiary to, directly or indirectly:

7.01 Liens.

Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following ("Permitted Liens"):

(a) Liens pursuant to any Loan Document;

(b) Liens existing on the date hereof and listed on Schedule 7.01(b) and any renewals or extensions thereof, provided that (i) the property covered thereby is not changed and (ii) the amount secured or benefited thereby is not increased;

(c) Liens for Taxes, fees, assessments or other governmental charges which are not overdue by more than 30 days or, if more than 30 days overdue, (i) remain payable without penalty, (ii) which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP or (iii) with respect to which in the aggregate the failure to make payment could not reasonably be expected to have a Material Adverse Effect;

(d) Statutory liens of landlords, warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business that secure amounts that are not overdue by more than 30 days or, if more than 30 days overdue, (i) with respect to which no action has been taken to enforce such Lien, (ii) which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person or (iii) with respect to which in the aggregate the failure to make payment could not reasonably be expected to have a Material Adverse Effect;

(e) (i) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA (ii) pledges and deposits in the ordinary course of business securing insurance premiums or reimbursement obligations under insurance policies, in each case payable to insurance carriers that provide insurance to the US Borrower or any of its Subsidiaries or (iii) obligations in respect of letters of credit or bank guarantees that have been posted by the U.S. Borrower or any of its Subsidiaries to support the payments of the items set forth in clauses (i) and (ii) of this Section 7.01(e);

(f) deposits made and letters of credit issued to secure the performance of bids, trade contracts and leases (other than Indebtedness), statutory obligations, surety, stay, customs and appeal bonds, performance bonds, performance and completion guarantees and other obligations of a like nature (including those to secure health, safety and environmental obligations) incurred in the ordinary course of business; provided that all such liens and letters of credit in the aggregate would not (even if enforced, or, in the case of letters of credit, fully drawn) cause a Material Adverse Effect;

(g) easements, rights-of-way, restrictions, encroachments, protrusions and other similar encumbrances and minor title defects affecting real property that do not secure Indebtedness incurred in the ordinary course of business which, in the aggregate, are not substantial in amount, and which do not in any case materially and adversely affect the use of the property subject thereto for its intended purpose;

(h) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(h);

(i) Liens securing Indebtedness permitted under Section 7.02(e) (including, without limitation, over any property acquired pursuant to the Rosata/Paula Acquisitions); provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness or, if applicable, subject to such Capitalized Lease and the proceeds and product thereof and accessions thereto, (ii) the Indebtedness secured thereby does not exceed the cost or fair market value, whichever is lower, of the property being acquired on the date of acquisition and (iii) individual financings of one lender may be cross-collateralized to other financings of the same type of equipment provided by such lender;

(j) other Liens securing Indebtedness or other obligations outstanding in an aggregate principal amount not to exceed $15,000,000; provided that any such Liens that extends to or covers any Collateral shall not secure Indebtedness or other obligations in an aggregate principal amount greater than $10 million;

(k) the replacement, extension or renewal of any Lien permitted by subsections (b), (i) and (j) of this Section 7.01 above upon or in the same property theretofore subject thereto or the replacement, extension or renewal (without increase in the amount (including interest and fees) or change in any direct or contingent obligor) of the Indebtedness secured thereby.

(l) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution, provided that such deposit account is not intended by the U.S. Borrower or any Subsidiary to provide collateral to the depository institution;

(m) Liens relating to IRB Debt permitted by Section 7.02(j) covering only those capital improvements financed by such IRB Debt;

(n) Liens on property of any Subsidiary in favor of the U.S. Borrower or any other Subsidiary, provided that any such Lien shall be subordinated to any Lien of the Administrative Agent on the applicable property pursuant to documentation in form and substance reasonably acceptable to the Administrative Agent;

(o) Liens on property of Remington Products Australia, Remington Consumer Products (Ireland) Limited and Remington Products New Zealand Ltd securing Indebtedness of such Subsidiary that is permitted under the provisions of Section 7.02; and

(p) Liens on property of any Foreign Subsidiary (other than any Subsidiary Borrower) securing Indebtedness of such Foreign Subsidiary permitted under the provisions of Section 7.02(g); provided that no such Lien shall extend to or cover any Collateral.

(q) (i) leases, licenses, subleases or sublicenses granted to other Persons in the ordinary course of business which do not (x) interfere in any material respect with the business of the U.S. Borrower or any of its material Subsidiaries or (y) secure any Indebtedness for borrowed money or (ii) the rights reserved or vested in any Person by the terms of any lease, license, franchise, grant or permit held by the U.S. Borrower or any of its Subsidiaries or by a statutory provision, to terminate any such lease, license, franchise, grant or permit, or to require annual or periodic payments as a condition to the continuance thereof;

(r) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(s) Liens (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection and (ii) of a commodity intermediary attaching to commodity trading accounts or other commodities brokerage accounts incurred in the ordinary course of business and not for speculative purposes; provided that such accounts or are not intended by the U.S. Borrower or any Subsidiary to provide collateral to the commodity intermediary;

(t) Liens (i) in favor of the seller of any property to be acquired in an Investment permitted pursuant to Sections 7.03(h), (i) and (j) to be applied against the purchase price for such Investment, (ii) consisting of an agreement to Dispose of any property in a Disposition permitted under Section 7.05, in each case, solely to the extent such Investment or Disposition, as the case may be, would have been permitted on the date of the creation of such Lien and (iii) earnest money deposits made by the Borrower or any of its Subsidiaries in connection with any letter of intent or purchase agreement entered into in connection with an Investment permitted under Section 7.03;

(u) Liens existing on the property of any Person that becomes a Subsidiary (or is merged into or consolidated with any of the Subsidiaries of the Borrowers), in each case after the date hereof (other than Liens on the Equity Interests of any Person that

becomes a Subsidiary) and any modifications, replacements, renewals or extensions thereof; provided that (i) such Lien does not extend to or cover any other assets or property (other than the proceeds or products thereof and after-acquired property subjected to a Lien pursuant to terms existing at the time of such acquisition, it being understood that such requirement shall not be permitted to apply to any property to which such requirement would not have applied but for such acquisition), (ii) such Lien was not created in anticipation of such merger or consolidation and (iii) the Indebtedness secured thereby (or, as applicable, any modifications, replacements, renewals or extensions thereof) is permitted under Section 7.02(p);

(v) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by the U.S. Borrower or any of its Subsidiaries in the ordinary course of business not prohibited by this Agreement;

(w) Liens deemed to exist in connection with Investments in repurchase agreements under Section 7.03; and

(x) Liens that are contractual rights of set-off (i) relating to pooled deposit or sweep accounts of the Borrowers or any Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of a Borrower and its Subsidiaries or (ii) relating to agreements entered into with customers of the Borrowers or any Subsidiary in the ordinary course of business.

7.02 Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness evidenced by the Subordinated Notes;

(b) Intercompany Indebtedness permitted by Section 7.03(c), which Indebtedness shall (i) in the case of Indebtedness owed to a Loan Party that is evidenced by an instrument, constitute Pledged Debt and (ii) be on subordination terms reasonably acceptable to the Administrative Agent;

(c) Indebtedness under the Loan Documents;

(d) Guarantees of the U.S. Borrower and Loan Parties in respect of Indebtedness otherwise permitted hereunder of any Wholly-Owned Subsidiary;

(e) Indebtedness in respect of Capitalized Leases, Synthetic Lease Obligations and purchase money obligations to finance the purchase, repair or improvement of fixed or capital assets within the limitations set forth in Section 7.01(i); provided, however, that the aggregate amount of all such Indebtedness at any one time outstanding during each fiscal year shall not exceed the amount of Capital Expenditures permitted to be made on or prior to such time pursuant to Section 7.12.

(f) other unsecured Indebtedness (excluding Indebtedness of foreign Subsidiaries) in an aggregate principal amount not to exceed $50,000,000 at any time

outstanding provided that up to $15 million of such Indebtedness may be secured by Liens permitted by Section 7.01.

(g) Indebtedness of foreign Subsidiaries to Persons other than the U.S. Borrower and its Subsidiaries in an aggregate amount (other than Indebtedness permitted by subsection (e) above) not at any time exceeding $100,000,000 (provided the aggregate amount of Indebtedness of the Subsidiary Borrowers, other than Indebtedness hereunder or permitted by subsection (c) or (e) above, shall not exceed $25,000,000);

(h) Indebtedness in connection with Guarantees resulting from endorsement of negotiable instruments in the ordinary course of business;

(i) Obligations in respect of surety, stay customs and appeal bonds, performance bonds and performance and completion guarantees required in the ordinary course of business or in connection with the enforcement of rights or claims of the U.S. Borrower or its Subsidiaries or in connection with judgments that do not result in an Event of Default;

(j) IRB Debt in a principal amount not to exceed $20,000,000 at any one time outstanding;

(k) Indebtedness incurred by the Euro Borrower in connection with leases for the Euro Borrower's leased facilities located in Ellwangen, Germany and Dischingen, Germany;

(l) endorsements for collection or deposit in the ordinary course of business;

(m) Indebtedness outstanding on the date hereof and listed on Schedule 7.02 and any refinancings, refundings, renewals or extensions thereof; provided that the principal amount of such Indebtedness is not increased at the time of such refinancing, refunding, renewal or extension except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such refinancing and by an amount equal to any existing commitments unutilized thereunder or as otherwise permitted by this Section 7.02 and the direct or any contingent obligor with respect thereto is not changed, as a result of or in connection with such refinancing, refunding, renewal or extension; provided still further that the terms relating to principal amount, amortization, maturity, collateral (if any) and subordination (if any), and other material terms taken as a whole, of any such refinancing, refunding, renewing or extending Indebtedness, and of any agreement entered into and of any instrument issued in connection therewith, are no less favorable in any material respect to the Loan Parties or the Lenders than the terms of any agreement or instrument governing the Indebtedness being refinanced, refunded, renewed or extended and the interest rate applicable to any such refinancing, refunding, renewing or extending Indebtedness does not exceed the then applicable market interest rate; and

(n) Indebtedness constituting Investments permitted by Section 7.03(i), (l) and (p).

(o) Indebtedness (other than for borrowed money) constituting Liens permitted under Section 7.01;

(p) Indebtedness of a Borrower and its Subsidiaries (A) assumed in connection with any Permitted Acquisition; provided that such Indebtedness is not incurred in contemplation of such Permitted Acquisition, or (B) owed to the seller of any property acquired in a Permitted Acquisition on an unsecured subordinated basis, which subordination shall be on terms reasonably satisfactory to the Administrative Agent, in each case, so long as (1) both immediately prior and after giving effect thereto, (x) no Event of Default shall exist or result therefrom, and (y) a Borrower and its Subsidiaries will be in pro forma compliance with the covenants set forth in Section 7.11, after giving effect to such Permitted Acquisition and the incurrence or issuance of such Indebtedness, (2) the final maturity date of such Indebtedness is at least 91 days after the Maturity Date with respect to the Term Facilities, (3) the weighted average life to maturity of such Indebtedness is greater than the weighted average life to maturity of the Term Facilities and (4) such Indebtedness is on terms no less favorable to the U.S. Borrower and its Subsidiaries than the terms of the Subordinated Notes Indentures;

(q) Indebtedness incurred by the Borrowers or their respective Subsidiaries in a Permitted Acquisition or Disposition under agreements providing for indemnification, the adjustment of the purchase price or similar adjustments;

(r) Indebtedness consisting of obligations of the Borrowers or their respective Subsidiaries under deferred compensation or other similar arrangements to employees of such Person or incurred by such Person in connection with the Merger and Permitted Acquisitions;

(s) Indebtedness in respect of netting services, overdraft protections and similar arrangements in each case in connection with cash management and deposit accounts;

(t) Indebtedness consisting of (i) the financing of insurance premiums in the ordinary course of business or (ii) take or pay obligations contained in supply arrangements not to exceed $100,000,000 in the aggregate;

(u) Indebtedness incurred by any Borrower or any of its Subsidiaries constituting reimbursement obligations with respect to letters of credit issued in the ordinary course of business in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance, other Indebtedness with respect to reimbursement-type obligations regarding workers compensation claims, or other Indebtedness in respect of bankers' acceptance, letter of credit, warehouse receipts or similar facilities entered into in the ordinary course of business; provided that upon the drawing of such letters of credit or the incurrence of such Indebtedness, such obligations are reimbursed within thirty (30) days following such drawing or incurrence;

(v) A Chinese Facility contemplated by clause (i) of the definition thereof; and

(w) all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in clauses (a) through (v) above.

7.03 Investments. Make or hold any Investments, except:

(a) Investments held by the U.S. Borrower and its Subsidiaries in assets that were Cash Equivalents when such Investment was made;

(b) advances to officers, directors and employees of the U.S. Borrower and Subsidiaries (i) in an aggregate amount not to exceed $10,000,000 at any time outstanding, for travel, entertainment, relocation and analogous ordinary business purposes and (ii) in connection with such Person's purchase of Equity Interests of the U.S. Borrower, in an aggregate amount not to exceed $10,000,000 (in each of clauses (i) and (ii), determined without regard to any write-downs or write-offs of such loans or advances);

(c) Investments by the U.S. Borrower in any Wholly-Owned Subsidiary and Investments of any Subsidiary in any Wholly-Owned Subsidiary provided that, immediately before and after giving effect to such Investment, no Event of Default shall have occurred and be continuing and the aggregate amount invested by the U.S. Borrower and its Subsidiaries (other than foreign Subsidiaries) in foreign Subsidiaries after the Closing Date (excluding Investments in Ningbo Baowang Battery Company, Microlite S.A. and the Euro Borrower to the extent they increase the percentage of the Equity Interests held by a Wholly-Owned Subsidiary in each such Subsidiary) shall not exceed $100,000,000;

(d) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and other credits to suppliers in the ordinary course of business;

(e) Guarantees permitted by Section 7.02;

(f) Investments existing on the date hereof and set forth on Schedule 7.03(f);

(g) Investments by the U.S. Borrower in Swap Contracts;

(h) the purchase or other acquisition of all of the Equity Interests in, or all or substantially all of the property and assets constituting a line of business, a business unit or division of, any Person that, upon the consummation thereof, will be wholly owned directly by the U.S. Borrower or one or more of its Wholly-Owned Subsidiaries (other than any 80% Subsidiary) (including as a result of a merger or consolidation); provided

that, with respect to each purchase or other acquisition made pursuant to this Section 7.03(h) (each a "Permitted Acquisition"):

(i) any such newly-created or acquired Subsidiary shall comply with the requirements of Section 6.12;

(ii) the lines of business of the Person to be (or the property and assets of which are to be) so purchased or otherwise acquired shall be reasonably related or similar to the same lines of business as one or more of the principal businesses of the U.S. Borrower and its Subsidiaries in the ordinary course (including, without limitation, consumer products);

(iii) (A) the total cash and noncash consideration (excluding the fair market value of all Equity Interests issued or transferred to the sellers thereof but including all indemnities, earnouts and other contingent payment obligations to, and the aggregate amounts paid or to be paid under noncompete, consulting and other affiliated agreements with, the sellers thereof, all write-downs of property and assets and reserves for liabilities with respect thereto and all assumptions of debt, liabilities and other obligations in connection therewith) paid by or on behalf of the U.S. Borrower and its Subsidiaries for any such purchase or other acquisition, when aggregated with the total cash and noncash consideration (excluding the fair market value of all Equity Interests issued or transferred to the sellers thereof but including all indemnities, earnouts and other contingent payment obligations to, and the aggregate amounts paid or to be paid under noncompete, consulting and other affiliated agreements with, the sellers thereof, all write-downs of property and assets and reserves for liabilities with respect thereto and all assumptions of debt, liabilities and other obligations in connection therewith) paid by or on behalf of the U.S. Borrower and its Subsidiaries for all other purchases and other acquisitions made by the U.S. Borrower and its Subsidiaries pursuant to this Section 7.03(h), shall not exceed the aggregate of $700,000,000 plus 50% of the amount of Excess Cash Flow for each fiscal year (commencing with the fiscal year ended September 30, 2006) not required to be applied to the prepayment of Loans pursuant to Section 2.07(b)(i) or (B) such Investment is made solely with capital stock of the U.S. Borrower;

(iv) (A) immediately before and immediately after giving pro forma effect to any such purchase or other acquisition, no Event of Default shall have occurred and be continuing and (B) immediately after giving effect to such purchase or other acquisition, the U.S. Borrower and its Subsidiaries shall be in pro forma compliance with all of the covenants set forth in Section 7.11, such compliance to be determined on the basis of the financial information most recently delivered to the Administrative Agent and the Lenders pursuant to Section 6.01(a) or (b) as though such purchase or other acquisition had been consummated as of the first day of the fiscal period covered thereby; and

(v) the U.S. Borrower shall have delivered to the Administrative Agent, on behalf of the Lenders, at least five Business Days prior to the date on

which any such purchase or other acquisition is to be consummated, a certificate of a Responsible Officer, in form and substance reasonably satisfactory to the Administrative Agent, certifying that all of the requirements set forth in this clause (vi) have been satisfied or will be satisfied on or prior to the consummation of such purchase or other acquisition;

(i) Investments by the U.S. Borrower and its Subsidiaries not otherwise permitted under this Section 7.03 in an aggregate amount not to exceed $25,000,000; provided that, with respect to each Investment made pursuant to this Section 7.03(i):

(i) such Investment shall be in property and assets that are part of, or in lines of business that are, substantially the same lines of business as one or more of the principal businesses of the U.S. Borrower and its Subsidiaries in the ordinary course;

(ii) any determination of the amount of such Investment shall include all cash and noncash consideration (including the fair market value of all Equity Interests issued or transferred to the sellers thereof, all indemnities, earnouts and other contingent payment obligations to, and the aggregate amounts paid or to be paid under noncompete, consulting and other affiliated agreements with, the sellers thereof, all write-downs of property and assets and reserves for liabilities with respect thereto and all assumptions of debt, liabilities and other obligations in connection therewith) paid by or on behalf of the U.S. Borrower and its Subsidiaries in connection with such Investment; and

(iii) (A) immediately before and immediately after giving pro forma effect to any such purchase or other acquisition, no Event of Default shall have occurred and be continuing and (B) immediately after giving effect to such purchase or other acquisition, the U.S. Borrower and its Subsidiaries shall be in pro forma compliance with all of the covenants set forth in Section 7.11, such compliance to be determined on the basis of the financial information most recently delivered to the Administrative Agent and the Lenders pursuant to Section 6.01(a) or (b) as though such Investment had been consummated as of the first day of the fiscal period covered thereby;

(j) other Investments not exceeding $50,000,000 in the aggregate during the term of this Agreement (with all such Investments valued at the time of Investment at the cash amount thereof, if in cash, the fair market value thereof as determined by the board of directors of the U.S. Borrower, if in property, and at the maximum amount thereof if in Guarantees); and

(k) bank deposits in the ordinary course of business.

(l) Investments related to the VARTA Exchange;

(m) Investments consisting of Restricted Payments permitted by Section 7.06.

(n) promissory notes and other non-cash consideration received in connection with Dispositions permitted by Section 7.05;

(o) Investments in the ordinary course of business consisting of (i) endorsements for collection or deposit and (ii) customary trade arrangements with customers consistent with past practices;

(p) Investments (including debt obligations and Equity Interests) received in connection with the bankruptcy or reorganization of any Person and in settlement of obligations of, or other disputes with, such Persons arising in the ordinary course of business and upon the foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment; and

(q) advances of payroll payments to employees in the ordinary course of business.

7.04 Fundamental Changes. Merge or consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that, so long as no Event of Default exists or would result therefrom:

(a) any Subsidiary (other than a Borrower) may merge with (i) the U.S. Borrower, provided that the U.S. Borrower shall be the continuing or surviving Person, except in connection with a merger the purpose of which is to reorganize the U.S. Borrower into another state of the U.S. so long as the surviving Person expressly assumes the obligations of the U.S. Borrower in a manner reasonably satisfactory to the Administrative Agent, or (ii) any one or more other Subsidiaries, provided that (i) when a Wholly-Owned Subsidiary (other than an 80% Subsidiary) or Guarantor is merging with another Subsidiary a Wholly-Owned Subsidiary (other than and 80% Subsidiary) or Guarantor, respectively shall be the continuing or surviving person, (ii) when any Wholly-Owned Subsidiary that is not a Guarantor is merging with a Guarantor, the Guarantor shall be the continuing or surviving person and (iii) except in the case of a transaction involving only foreign Subsidiaries, the continuing or surviving Person shall not be a foreign Subsidiary;

(b) any Loan Party may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to a Borrower or to another Loan Party;

(c) any Subsidiary that is not a Loan Party may dispose of all or substantially all its assets to (i) another Subsidiary which is not a Loan Party or (ii) to a Loan Party for no consideration, or, in the case of this clause (ii), pursuant to a Disposition which is in the nature of a liquidation;

(d) the U.S. Borrower and its Subsidiaries may consummate the Merger and the transactions contemplated by the Merger Agreement; and

(e) in connection with any acquisition permitted under Section 7.03, any Subsidiary of the U.S. Borrower may merge into or consolidate with any other Person or

permit any other Person to merge into or consolidate with it; provided that the Person surviving such merger shall be a Wholly-Owned Subsidiary (but not an 80% Subsidiary) of the U.S. Borrower; and

(f) Dispositions of Dormant Subsidiaries;

provided, however, that in each case, immediately after giving effect thereto (i) in the case of any such merger to which a Borrower is a party, such Borrower is the surviving corporation (except as expressly provided to the contrary in clause (a)(i) hereof) and (ii) in the case of any such merger to which any Loan Party (other than a Borrower) is a party, such Loan Party is the surviving corporation and provided further that Borrowers shall not merge into each other.

7.05 Dispositions. Make any Disposition, except:

(a) Dispositions of no longer useful, used, surplus, obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business;

(b) Dispositions of inventory in the ordinary course of business;

(c) Dispositions of equipment or real property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such Disposition are reasonably promptly applied to the purchase price of such replacement property;

(d) Dispositions of cash or Cash Equivalents;

(e) Dispositions of property by any Subsidiary (other than a Borrower) to the U.S. Borrower or to a Wholly-Owned Subsidiary (but not an 80% Subsidiary); provided that if the transferor of such property is a Guarantor (i) the transferee thereof must either be a Borrower or a Guarantor or (ii) to the extent such transaction constitutes an Investment, such transaction is permitted under Section 7.03;

(f) Dispositions permitted by Section 7.01, Section 7.04 and Section 7.06;

(g) The VARTA Exchange and related transactions;

(h) Dispositions by the U.S. Borrower and its Subsidiaries not otherwise permitted under this Section 7.05; provided that (i) at the time of such Disposition, no Event of Default shall exist or would result from such Disposition, (ii) the aggregate book value of all property Disposed of in reliance on this subsection (h) shall not exceed $35,000,000 in any fiscal year or $100,000,000 during the term of this Agreement and (iii) at least 75% of the purchase price for such asset shall be paid to the U.S. Borrower or such Subsidiary in cash or Cash Equivalent consideration;

(i) Intentionally Omitted;

(j) Dispositions by the Borrowers and their respective Subsidiaries of property pursuant to sale-leaseback transactions; provided that (i) the fair market value of all property so Disposed of shall not exceed $25,000,000 from and after the Closing Date and (ii) the purchase price for such property shall be paid to the U.S. Borrower or such Subsidiary for not less than 75% cash or Cash Equivalent consideration;

(k) (i) sales or discounts of accounts receivable without recourse arising in the ordinary course of business in connection with the compromise or collection thereof and (ii) sales or transfers of accounts receivable and related rights by any foreign Subsidiary (other than a Subsidiary Borrower) pursuant to customary receivables financing facilities or factoring arrangements;

(l) transfers of property subject to casualty or condemnation upon receipt of the Net Cash Proceeds of such casualty or condemnation;

(m) Dispositions listed on Schedule 7.05(m);

(n) Dispositions of Investments in joint ventures, to the extent required by, or made pursuant to buy/sell arrangements between the joint venture parties forth in, joint venture arrangements and similar binding arrangements in effect on the Closing Date; and

(o) Dispositions in the ordinary course of business consisting of abandonment of IP Rights which, in the reasonable good faith determination of the US Borrower or any Subsidiary, are uneconomical, negligible, obsolete or otherwise not material in the conduct of its business and which Disposition, in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

provided, however, that any Disposition pursuant to Section 7.05(a) through (j), (k)(i) and (m) shall be for fair market value.

7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment except:

(a) each Subsidiary may make Restricted Payments to the Borrowers, any Subsidiaries of the Borrowers that are Guarantors and any other Person that owns a direct Equity Interest in such Subsidiary, ratably according to their respective holdings of the type of Equity Interest in respect of which such Restricted Payment is being made;

(b) each Borrower and each of its Subsidiaries may declare and make dividend payments or other distributions payable solely in the common stock or other common Equity Interests of such Person;

(c) the U.S. Borrower and each Subsidiary may purchase, redeem or otherwise acquire of its common Equity Interests with the proceeds received from the substantially concurrent issue of new common Equity Interests;

(d) So long as no Event of Default shall have occurred and be continuing or would result therefrom, the U.S. Borrower or any of its Subsidiaries may repurchase, retire or otherwise acquire or retire for value common stock or options held with respect to common stock held by future, present or former directors, officers, consultants, employees or management of any Borrower or any of its Subsidiaries for the estate, family members, spouse or former spouse of any of the foregoing, provided that all such payments do not exceed $10,000,000 in the aggregate in any calendar year and the price paid for any such common stock or options does not exceed the market value of such common stock or options at the time paid; provided further that such amount in any calendar year may be increased by an amount not to exceed (i) the cash proceeds from the sale of Equity Interests to directors, officers, members of management, employees or consultants of the US Borrower or its Subsidiaries (or the estate, family members, spouse or former spouse of any of the foregoing) that occurs after the Closing Date plus (ii) the amount of any cash bonuses otherwise payable to directors, officers, members of management, employees or consultants of the US Borrower or its Subsidiaries in connection with the Transaction that are foregone in return for the receipt of Equity Interests of the US Borrower pursuant to a deferred compensation plan of such Person less (iii) the amount of any Restricted Payments previously made pursuant to clauses (i) and (ii) above;

(e) So long as no Event of Default shall have occurred and be continuing or would result therefrom, the U.S. Borrower may repurchase common stock (provided that (x) the price paid does not exceed the fair market value of such common stock at the time paid and (y) any common stock repurchased by the U.S. Borrower shall be immediately cancelled and retired) and may make other Restricted Payments (determined at the time of such Restricted Payment) in an aggregate amount, for all such repurchases and other Restricted Payments, not exceeding $25,000,000 during the term of this Agreement;

(f) So long as no Event of Default shall have occurred and be continuing or would result therefrom, consideration paid in connection with Investments in each of Ningbo Baowang Battery Company and Microlite S.A or related to the VARTA Exchange, in the form of Restricted Payments by such Subsidiary to the minority owner(s) of such Subsidiary;

(g) to the extent constituting Restricted Payments, the US Borrower and its Subsidiaries may enter into transactions expressly permitted by Section 7.04 or 7.05;

(h) So long as no Event of Default has occurred and is continuing or would result therefrom, the proceeds of which shall be used solely to make cash payments in lieu of issuing fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Equity Interests of the U.S. Borrower or its Subsidiaries, provided that any such cash payment shall not be for the purpose of evading the limitations set forth in this Section 7.06 (as determined in good faith by the managing board or board of directors, as the case may be, of the Borrower (or any authorized committee thereof).

7.07 Change in Nature of Business. Engage in any material line of business substantially different from those lines of business conducted by the U.S. Borrower and its Subsidiaries on the date hereof or any business reasonably related or ancillary thereto (including, without limitation, consumer products).

7.08 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the U.S. Borrower (other than portfolio companies of THLee), whether or not in the ordinary course of business, other than (a) on fair and reasonable terms substantially as favorable to the U.S. Borrower or such Subsidiary as would be obtainable by the U.S. Borrower or such Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate, (b) transactions among Loan Parties, (c) the payment of fees and expenses in connection with the consummation of the Transactions, (d) dividends, redemptions, repurchases, and other transactions permitted under Section 7.06, (e) customary fees payable to any directors of the U.S. Borrower and its Subsidiaries and reimbursement of reasonable out of pocket costs of the directors of the U.S. Borrower and its Subsidiaries, (f) employment and severance arrangements between the US Borrower or its Subsidiaries and their respective officers and employees in the ordinary course of business, (g) the payment of customary fees and indemnities to directors, officers and employees of the US Borrower and its Subsidiaries in the ordinary course of business, and (h) transactions pursuant to permitted agreements in existence on the Closing Date and set forth on Schedule 7.08 or any amendment thereto to the extent such an amendment is not materially adverse to the Lenders in any respect.

7.09 Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than this Agreement or any other Loan Document) that (a) limits the ability (i) of any Subsidiary to make Restricted Payments to any Borrower or any Guarantor or to otherwise transfer property to or invest in any Borrower or any Guarantor, except for any agreement in effect (A) on the date hereof or (B) at the time any Subsidiary becomes a Subsidiary of the U.S. Borrower, so long as such agreement was not entered into solely in contemplation of such Person becoming a Subsidiary of the U.S. Borrower, (ii) of any Subsidiary to Guarantee the Indebtedness of any Borrower or (iii) of any Borrower or any Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person; provided, however, that this clause (iii) shall not prohibit any negative pledge incurred or provided in favor of any holder of Indebtedness permitted under Section 7.02(a), (c), (g), (j), (k) and (m) and Section 7.02(e) solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness; or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person.

7.10 Use of Proceeds. Use the proceeds of any Credit Extension to purchase or carry margin stock (within the meaning of Regulation U of the FRB) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund Indebtedness originally incurred for such purpose.

7.11 Financial Covenants.

(a) Consolidated Interest Coverage Ratio. Permit the Consolidated Interest Coverage Ratio as of the end of any fiscal quarter of the U.S. Borrower to be less than the ratio set forth below opposite such fiscal quarter:

Four Fiscal Quarters Ending	Minimum Consolidated Interest Coverage Ratio
Closing Date through June 30, 2006	2.25:1.00
September 30, 2006 through June 30, 2007	2.50:1.00
September 30, 2007 through June 30, 2008	3.00:1.00
September 30, 2008 and each fiscal quarter thereafter	3.50:1.00

(b) Consolidated Leverage Ratio. Permit the Consolidated Leverage Ratio at any time during any period of four fiscal quarters of the U.S. Borrower set forth below to be greater than the ratio set forth below opposite such period:

Four Fiscal Quarters Ending	Maximum Consolidated Leverage Ratio
Closing Date through June 30, 2006	5.85:1.00
September 30, 2006 through June 30, 2007	5.00:1.00
September 30, 2007 through June 30, 2008	4.75:1.00
September 30, 2008 through June 30, 2009	4.25:1.00
September 30, 2009 and each fiscal quarter thereafter	3.75:1.00

7.12 Capital Expenditures. Make any Capital Expenditure, except for Permitted Acquisitions, Net Cash Proceeds reinvested pursuant to Section 2.07(b)(ii) and Capital Expenditures in the ordinary course of business not exceeding, in the aggregate for the U.S. Borrower and it Subsidiaries during each fiscal year, $75,000,000 and Capital Expenditures made during the fiscal year ended September 30, 2005 in connection with the acquisition of the First Trax pet business; provided, however, that so long as no Event of Default has occurred and is continuing or would result from such expenditure, any portion of such amount, if not expended in any fiscal year, may be carried over for expenditure in the next two following fiscal years (such amount, the "Capital Expenditure Carryover Amount").

7.13 Amendments of Organization Documents. Amend any of its Organization Documents, except for any amendments that could not reasonably be expected to have a Material Adverse Effect.

7.14 Accounting Changes. Make any change in (i) accounting policies or reporting practices, except as required or permitted by GAAP, or (ii) fiscal year.

7.15 Prepayments, Etc. of Indebtedness. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner (it being understood that payments of regularly scheduled interest shall be permitted), or make any payment in violation of any subordination terms of, any subordinated Indebtedness, except regularly scheduled or required repayments or redemptions of Indebtedness set forth on Schedule 7.02.

7.16 Amendment, Etc. of Related Documents and Indebtedness. (a) Amend, modify or change in any materially adverse manner any term or condition of any Related Document or give any consent, waiver or approval thereunder or (b) amend, modify or change in any manner materially adverse to the interests of the Loan Parties any term or condition of any Indebtedness set forth in Schedule 7.02, except for any refinancing, refunding, renewal or extension thereof permitted by Section 7.02.

7.17 Speculative Transactions. Engage, or permit any of its Subsidiaries to engage, in any speculative transaction involving commodity options or futures contracts or any similar speculative transactions, which are, in any case, inconsistent with prior practice and not otherwise made in the ordinary course of business.

7.18 Limitations on Finance Companies and Certain German Entities. (a) in the case of Cayman Finance Co. and German Finance Co., to engage in any business other than lending funds to ROV German Holding and VARTA AG, respectively, (b) in the case of ROV German Holding, to engage in any business other than holding stock of, and lending money to, its Subsidiaries, (c) in the case of ROV GP GmbH, to engage in any business other than acting as general partner of the Euro Borrower and lending money to VARTA AG pursuant to the terms of the Acquisition Agreement dated July 28, 2002 among Varta AG and certain Subsidiaries and (d) in the case of ROV LP GmbH, to engage in any business other than acting as limited partner of the Euro Borrower. Notwithstanding the foregoing, ROV German Holding, ROV GP GmbH and/or ROV LP GmbH may own and license, as licensor, intellectual property.

7.19 Designation of Senior Debt. Designate any Indebtedness (other than the Indebtedness under the Loan Documents) of the U.S. Borrower or any of its Subsidiaries as "Designated Senior Debt" (or any similar term) under, and as defined in, each of the 2013 Notes Indenture and the 2015 Notes Indenture.

7.20 Limitations of Undertakings. Notwithstanding the foregoing provisions of Article VII (but without prejudice to any of the obligations thereunder of any Loan Party not incorporated in Germany), the undertakings set out in Article VI, Section 7.03 (Investments), 7.04 (Fundamental Changes), 7.05 (Dispositions), 7.07 (Change in Nature of Business), 7.08 (Transaction with Affiliates), 7.13 (Amendments of Organization Documents) and 7.14 (Accounting Changes) (the "Relevant Undertakings") are not and shall not be given by any Loan Party incorporated in Germany (each a "German Loan Party"). However:

(a) each German Loan Party shall give to the Administrative Agent not less than 20 Business Days' prior written notice if it or any of its Subsidiaries proposes to take or permit any action or circumstance which, if all the Relevant Undertakings had been given by that German Loan Party on the date hereof and had thereafter remained in force, would constitute a breach of any of the Relevant Undertakings;

(b) the Administrative Agent shall be entitled, within ten Business Days of receipt of notice under subsection (a) above, to request that the German Loan Party supply to the Administrative Agent in sufficient copies for the Lenders, such further relevant information as the Administrative Agent (acting reasonably) may consider necessary for the purposes of this Section 7.20 (Limitation of Undertakings), and the German Loan Party shall supply such further information promptly and in any event within ten Business Days of the request therefore, subject to any relevant confidentiality obligations;

(c) if any Lender considers that the relevant action or circumstance (taken alone or together with other actions or circumstances, whether or not permitted hereunder), may have a Material Adverse Effect or materially and adversely affects its interests as a Lender under the Loan Documents, it may so notify the Administrative Agent in writing;

(d) if, by not later than the date ten Business Days after receipt by the Administrative Agent of notice pursuant to subsection (a) above (or, if later and additional information has been requested pursuant to subsection (b) above, by not later than the date 10 Business Days after receipt by the Administrative Agent of such additional information if received within the prescribed time or the date 10 Business Days after the request therefore if not) the Administrative Agent has received notices pursuant to subsection (c) above from Lenders which constitute the Required Lenders, the Administrative Agent shall promptly notify the Euro Borrower and the Lenders; and

(e) if the Administrative Agent gives notice to the Euro Borrower pursuant to subsection (d) above or the relevant action is undertaken or circumstance is permitted before the date two Business Days after the latest time for the receipt by the Administrative Agent of notices pursuant to subsection (d) above, the undertaking of the relevant action or permitting of the relevant circumstances shall immediately constitute an Event of Default.

ARTICLE VIII
EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The U.S. Borrower, any Subsidiary Borrower or any other Loan Party fails to (i) pay when due, any amount of principal of any Loan or deposit any funds or Backstop L/Cs as Cash Collateral in respect of L/C Obligations, or (ii) pay within three days after the same becomes due, any interest on any Loan or on any L/C Obligation, or any fee due hereunder, or (iii) pay within five days after the same becomes due, any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. Either Borrower fails to perform or observe any term, covenant or agreement contained in any of Section 6.03(a) or Article VII; or

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for

thirty (30) days after the date on which such Loan Party knew or should have known of such failure; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of either Borrower or any other Loan Party herein, in any other Loan Document, or in any document required to be delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(e) Cross-Default. (i) Any Loan Party (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness (other than Indebtedness hereunder) having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than the Threshold Amount and such failure shall continue after the applicable grace period, or (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness to cause, after the applicable grace period, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which the U.S. Borrower or any Subsidiary is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which the U.S. Borrower or any Subsidiary is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by the Loan Party or such Subsidiary as a result thereof is greater than the Threshold Amount; or

(f) Insolvency Proceedings, Etc. (i) Any Loan Party or any of its Subsidiaries (other than any Dormant Subsidiary) institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or (ii) in the case of the UK Borrower or any of its Subsidiaries (other than Dormant Subsidiaries), any corporate action, legal proceedings or other procedure or step is taken in relation to:

(A) the suspension of payments, a moratorium of any indebtedness, winding up, dissolution, administration or reorganisation (by way of voluntary arrangement scheme of arrangement or otherwise) of the UK Borrower or any such Subsidiary other than a solvent liquidation or reorganization;

(B) a composition, compromise, assignment or arrangement with any creditor of the UK Borrower or any such Subsidiary;

(C) the appointment of a liquidator (other than in respect of a solvent liquidation of the UK Borrower or any such Subsidiary) receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the UK Borrower or any such Subsidiary or any of its assets; or

(D) enforcement of any Lien over any assets of the UK Borrower or any such Subsidiary;

(E) any winding up petition presented by a creditor (other than a petition which is frivolous or vexatious and is contested in good faith and with diligence and is discharged, stayed or dismissed within 14 days of commencement or, if earlier, the date on which it is advertised); or

(g) Inability to Pay Debts; Attachment. (i) Any Loan Party or any of its Subsidiaries (other than any Dormant Subsidiary) becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within 30 days after its issue or levy; or

(h) Judgments. There is entered against any Loan Party or any of its Subsidiaries a final judgment or order for the payment of money in an aggregate amount exceeding the Threshold Amount (to the extent not covered by independent third-party insurance as to which the insurer has been notified of the potential claim and does not dispute coverage), (i) enforcement proceedings are commenced by any creditor upon such judgment or order, or (ii) there is a period of forty-five (45) consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(i) ERISA. (i) An ERISA Event occurs with respect to a Foreign Plan, Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of the U.S. Borrower under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC, or similar liabilities of any Loan Party under a Foreign Plan, in each case which could reasonably be expected to have a Material Adverse Effect, or (ii) the U.S. Borrower or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan, or a similar event occurs with respect to any Foreign Plan, in each case which could reasonably be expected to have a Material Adverse Effect; or

(j) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder, including as a result of a transaction permitted under Section 7.04 or Section 7.05, or satisfaction in full of all the Obligations, ceases to be in full force and effect; or any Loan Party or any other Person contests in any manner the validity or enforceability of any provision of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any provision of any Loan Document, or purports to revoke, terminate or rescind any provision of any Loan Document; or

(k) Change of Control. There occurs any Change of Control; or

(l) Collateral Document. Any Collateral Document after delivery thereof pursuant to Section 4.01 or 6.12 shall for any reason (other than pursuant to the terms thereof, including as a result of a transaction permitted under Section 7.04 or Section 7.05) cease to create a valid and perfected first priority lien on and security interest in the Collateral purported to be covered thereby.

8.02 Remedies Upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders, take any or all of the following actions:

(a) declare the Commitment of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such Commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrowers;

(c) require that the Borrowers Cash Collateralize the L/C Obligations (in an amount equal to the then Outstanding Amount thereof); and

(d) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents;

provided, however, that upon the occurrence of an actual or deemed entry of an order for relief under the Bankruptcy Code of the United States with respect to the U.S. Borrower, or under any Debtor Relief Law with respect to any other Borrower, the obligation of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of the Borrowers to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), or after payment of any amounts received pursuant to Section 2.14(f), any amounts received on account of the Obligations shall be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including reasonable fees, charges and disbursements of counsel to the Administrative Agent payable under Section 10.04(a) and amounts payable under Article III) payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees (including commitment fees), indemnities and other amounts (other than principal, interest and Letter of Credit Fees) payable to the Lenders and the L/C Issuer (including reasonable fees, charges and disbursements of counsel to the respective Lenders and the L/C Issuer payable under Section 10.04(b)) and amounts payable under Article III, ratably among them in proportion to the respective amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid Letter of Credit Fees and interest on the Loans, L/C Borrowings and other Obligations, ratably among the Lenders and the L/C Issuer in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans, L/C Borrowings, amounts owing under Secured Hedge Agreements, and amounts owing under Qualified Foreign Credit Facilities, ratably among the Lenders, the L/C Issuer, the Hedge Banks and the Qualified Foreign Lenders in proportion to the respective amounts described in this clause Fourth held by them;

Fifth, to the Administrative Agent for the account of the L/C Issuer, to Cash Collateralize that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit;

Sixth, to the payment of all other Obligations of the Loan Parties owing under or in respect of the Loan Documents that are due and payable to the Administrative Agent and the other Secured Parties on such date, ratably based upon the respective aggregate amounts of all such Obligations owing to the Administrative Agent and the other Secured Parties on such date; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the U.S. Borrower or as otherwise required by Law.

Subject to Section 2.03(c), amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Fifth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be

applied to the other Obligations, if any, in the order set forth above, and, if no Obligations remain outstanding, delivered to the Borrowers.

ARTICLE IX
ADMINISTRATIVE AGENT

9.01 Appointment and Authority.

(a) Each of the Lenders and the L/C Issuer hereby irrevocably appoints Bank of America to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article (excluding Section 9.07 and 9.13) are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuer, and none of the Borrowers or any other Loan Party shall have rights as a third party beneficiary of any of such provisions.

(b) The Administrative Agent shall also act as the "collateral agent" under the Loan Documents, and each of the Lenders (in its capacities as a Lender or Swing Line Lender (if applicable) and potential Hedge Bank) and the L/C Issuer hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of such Lender and the L/C Issuer for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Secured Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Administrative Agent, as "collateral agent," and any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant to Section 9.06 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent), shall be entitled to the benefits of all provisions of this Article IX and Article X (including Section 10.04(c), as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents) as if set forth in full herein with respect thereto.

(c) The Administrative Agent shall be released from the restrictions of Section 181 of the German Civil Code (Burgerliches Gesetzbuch, BGB).

9.02 Power of Attorney for German Collateral Agreements to the Administrative Agent in its capacity as "collateral agent".

(a) Each of the Lenders and the L/C Issuer hereby irrevocably authorizes the Administrative Agent to act on its behalf and, if required under applicable Law or if otherwise appropriate, in its name in connection with the preparation, entering into, execution and delivery of each German Collateral Agreement and the perfection and monitoring of each security interest granted under any German Collateral Agreement (a "German Security Interest"), including, but not limited to, any share pledge agreement with respect to shares in any German company in notarial or private written form, as well as any other pledge, mortgage, assignment or transfer of title for security purposes. The Administrative Agent shall be authorized to make all statements, make and receive any and all declarations and take any and all action necessary or appropriate in

this connection. The Administrative Agent shall be authorized to delegate this power of attorney.

(b) The Administrative Agent shall: (i) hold such German Security Interest, if any, which is transferred or assigned by way of security (Sicherungsubereignung / Sicherungsabtretung) or otherwise granted under a non-accessory security right (nicht akzessorische Sicherheit) as trustee (Treuhander) for the benefit of the Lender Parties; and (ii) administer in the name and on behalf of the Lender Parties such German Security Interest which is pledged (Verpfandung) or otherwise transferred under an accessory security right (akzessorische Sicherheit) to the Administrative Agent and the other Lender Parties.

(c) It is hereby agreed that, in relation to any jurisdiction the courts of which would not recognize or give effect to the trust (Treuhand) expressed to be created by this Section 9.02, the relationship of the Lenders and the L/C Issuer to the Administrative Agent in relation to any Lien or security interest governed by German law shall be construed as one of principal and agent but, to the extent permissible under the laws of such jurisdiction, all the other provisions of this Section 9.02 shall have full force and effect between the parties hereto.

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

9.04 Exculpatory Provisions. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Administrative Agent:

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

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable Law; and

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

to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 10.01 and 8.02) or (ii) in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent by a Borrower, a Lender or the L/C Issuer.

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 this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (v) the value or sufficiency of any Collateral or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

9.05 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the L/C Issuer, the Administrative Agent may presume that such condition is satisfactory to such Lender or the L/C Issuer unless the Administrative Agent shall have received notice to the contrary from such Lender or the L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

9.06 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative

Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

9.07 Resignation of Administrative Agent. The Administrative Agent may at any time give notice of its resignation to the Lenders, the L/C Issuer and the Borrowers. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrowers, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may on behalf of the Lenders and the L/C Issuer, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that if the Administrative Agent shall notify the Borrowers and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (b) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and the L/C Issuer directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent, and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 10.04 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.

Any resignation by Bank of America as Administrative Agent pursuant to this Section shall also constitute its resignation as L/C Issuer and Swing Line Lender. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, (i) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer and Swing Line Lender, (ii) the retiring L/C Issuer and Swing Line Lender shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents, and (iii) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangement satisfactory to the retiring L/C Issuer to effectively assume the obligations of the retiring L/C Issuer with respect to such Letters of Credit.

9.08 Non-Reliance on Administrative Agent and Other Lenders. Each Lender and the L/C Issuer acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such

documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and the L/C Issuer also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it 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.

9.09 No Other Duties, Etc. Anything herein to the contrary notwithstanding, none of the Book Managers, Arrangers, Documentation Agents, Syndication Agents or Managing Agents listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender or the L/C Issuer hereunder.

9.10 Administrative Agent May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation 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 a Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations 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 L/C Issuer and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuer and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Sections 2.03(i) and (j), 2.04(i) and (j), 2.05(i) and (j), 2.11 and 10.04) allowed in such judicial proceeding; and

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

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and the L/C Issuer to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuer, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its respective agents and counsel, and any other amounts due the Administrative Agent under Sections 2.11 and 10.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or

the L/C Issuer or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

9.11 Collateral and Guaranty Matters. The Lenders and the L/C Issuer irrevocably authorize the Administrative Agent, at its option and in its discretion,

(a) to release any Lien on any property granted to or held by the Administrative Agent under any Loan Document (i) upon termination of the Aggregate Commitments and payment in full of all Obligations (other than contingent indemnification obligations) and the expiration or termination of all Letters of Credit, (ii) that is sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document, or (iii) if approved, authorized or ratified in writing in accordance with Section 10.01 hereof;

(b) to release any Guarantor from its obligations under the ROV Guaranty, the KGaA Guaranty or the UK Guaranty if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder; and

(c) to subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 7.01(i).

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release its interest in particular types or items of property, or to release any Guarantor from its obligations under the ROV Guaranty, the KGaA Guaranty or the UK Guaranty pursuant to this Section 9.11. In each case as specified in this Section 9.11, the Administrative Agent will, at the Borrowers' expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Collateral Documents, or to release such Guarantor from its obligations under the ROV Guaranty, the KGaA Guaranty or the UK Guaranty, in each case in accordance with the terms of the Loan Documents and this Section 9.11.

9.12 Appointment of Supplemental Collateral Agents.

(a) It is the purpose of this Agreement and the other Loan Documents that there shall be no violation of any Law of any jurisdiction denying or restricting the right of banking corporations or associations to transact business as agent or trustee in such jurisdiction. It is recognized that in case of litigation under this Agreement or any of the other Loan Documents, and in particular in case of the enforcement of any of the Loan Documents, or in case the Administrative Agent deems that by reason of any present or future Law of any jurisdiction it may not exercise any of the rights, powers or remedies granted herein or in any of the other Loan Documents or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Administrative Agent appoint an additional individual or institution as a separate trustee, co-trustee, collateral agent, collateral sub-agent or collateral co-agent (any such additional individual or institution being referred to herein

individually as a "Supplemental Collateral Agent" and collectively as "Supplemental Collateral Agents").

(b) In the event that the Administrative Agent appoints a Supplemental Collateral Agent with respect to any Collateral, (i) each and every right, power, privilege or duty expressed or intended by this Agreement or any of the other Loan Documents to be exercised by or vested in or conveyed to the Administrative Agent with respect to such Collateral shall be exercisable by and vest in such Supplemental Collateral Agent to the extent, and only to the extent, necessary to enable such Supplemental Collateral Agent to exercise such rights, powers and privileges with respect to such Collateral and to perform such duties with respect to such Collateral, and every covenant and obligation contained in the Loan Documents and necessary to the exercise or performance thereof by such Supplemental Collateral Agent shall run to and be enforceable by either the Administrative Agent or such Supplemental Collateral Agent, and (ii) the provisions of this Article and of Section 10.04 that refer to the Administrative Agent shall inure to the benefit of such Supplemental Collateral Agent and all references therein to the Administrative Agent shall be deemed to be references to the Administrative Agent and/or such Supplemental Collateral Agent, as the context may require.

(c) Should any instrument in writing from any Loan Party be required by any Supplemental Collateral Agent so appointed by the Administrative Agent for more fully and certainly vesting in and confirming to him or it such rights, powers, privileges and duties, such Loan Party shall execute, acknowledge and deliver any and all such instruments promptly upon request by the Administrative Agent. In case any Supplemental Collateral Agent, or a successor thereto, shall die, become incapable of acting, resign or be removed, all the rights, powers, privileges and duties of such Supplemental Collateral Agent, to the extent permitted by Law, shall vest in and be exercised by the Administrative Agent until the appointment of a new Supplemental Collateral Agent.

9.13 Abstract Acknowledgement of Indebtedness/Joint Creditorship.

(a) Subject to Section 10.09 hereof, each of the parties hereto agree, and each of the Euro Borrower and the KGaA Guarantors acknowledges by way of an abstract acknowledgement of indebtedness (abstraktes Schuldanerkenntnis), that each and every obligation of the Euro Borrower and each KGaA Guarantor (and any of its successors), up to the aggregate amount of (euro)25 million under this Credit Agreement and the other Loan Documents shall also be owing in full to the Administrative Agent, and that accordingly the Administrative Agent will have its own independent right to demand performance by the Euro Borrower and/or each KGaA Guarantor of such obligations (the "Acknowledgement I").

(b) Each of the parties hereto agree, and each of the U.S. Borrower and the ROV Guarantors acknowledges by way of an abstract acknowledgement of indebtedness (abstraktes Schuldanerkenntnis), that each and every obligation of the U.S. Borrower and each ROV Guarantor (and any of its successors), up to the aggregate amount of U.S. $1.0 billion under this Credit Agreement and the other Loan Documents shall also be owing in full to the Administrative Agent, and that accordingly the Administrative Agent will have its own independent right to demand performance by the U.S. Borrower and/or each ROV Guarantor of such obligations (the "Acknowledgement II").

(c) Each of the parties hereto agree, and each of the U.K. Borrower and the U.K. Guarantors acknowledges by way of an abstract acknowledgement of indebtedness (abstraktes Schuldanerkenntnis), that each and every obligation of the U.K. Borrower and each U.K. Guarantor (and any of its successors), up to the aggregate amount of (pound)10,000,000 under this Credit Agreement and the other Loan Documents shall also be owing in full to the Administrative Agent, and that accordingly the Administrative Agent will have its own independent right to demand performance by the U.K. Borrower and/or each U.K. Guarantor of such obligations (the "Acknowledgement III").

The Acknowledgement I, the Acknowledgement II and the Acknowledgement III are collectively referred to as the "Acknowledgements" and each an "Acknowledgement".

(d) The Administrative Agent undertakes with the relevant Loan Party that (i) in case of any discharge of any obligation owing to any Lender, the Administrative Agent will not, to the extent of such discharge, make a claim against such Loan Party under the relevant Acknowledgement and (ii) it will not, at any time, make any claim against any Loan Party exceeding the amount then owed by such Loan Party under the Loan Documents.

(c) (i) Each Loan Party hereby irrevocably and unconditionally undertakes to pay to the Administrative Agent, as creditor in its own right and not as representative of the other Lenders, sums equal to and in the currency of each amount payable by such Loan Party to each of the Lenders under each of the Loan Documents as and when that amount falls due for payment under the relevant Loan Document. (ii) Each of the Loan Parties and each of the Lenders (other than the Administrative Agent) agrees that the Administrative Agent shall be the joint creditor (together with the relevant Lenders) of each and every obligation of any Loan Party towards each of the Lenders (other than the Administrative Agent) under the Loan Documents. Accordingly the Administrative Agent will have its own independent right to demand performance by the relevant Loan Party of those obligations irrespective of any discharge of such Loan Party's obligation to pay those amounts to the other Lenders resulting from failure by them to take appropriate steps in an insolvency proceeding of that Loan Party to preserve their entitlement to be paid those amounts. However, any discharge of any such obligation to either the Administrative Agent or a Lender (other than the Administrative Agent) shall, to that extent, discharge the corresponding obligation owing to the other. (iii) Without limiting or affecting the Administrative Agent's rights against any Loan Party (whether under this paragraph or under any other provision of the Loan Documents), the Administrative Agent agrees with each other Lender (on a several and divided basis) that, subject as set out in the next sentence, it will not exercise its rights as a joint creditor with a Lender (other than the Administrative Agent) except with the consent of the relevant Lender. However, for the avoidance of doubt, nothing in the previous sentence shall in any way limit the Administrative Agent's right to act in the protection or preservation of rights under, or to enforce any Collateral Document as contemplated by, this deed and/or the relevant Collateral Document (or to do any act reasonably incidental to any of the foregoing).

ARTICLE X
MISCELLANEOUS

10.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by either Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and applicable Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) waive any condition set forth in Section 4.01(a), or, in the case of the initial Credit Extension, Section 4.02, without the written consent of each Lender;

(b) extend or increase the Commitment of any Lender (it being understood that a waiver of any condition or precedent set forth in Section 4.02, or waiver of any Default or Event of Default, mandatory prepayment or mandatory reduction of the Commitments shall not constitute an extension or increase of any commitment of any Lender) without the written consent of each Lender directly affected thereby;

(c) postpone any date fixed for any payment of principal under Section 2.09, interest under Section 2.10, or fees under Sections 2.03(i) and (j), 2.04(i) and (j), 2.05(i) and (j), 2.11(a) or 2.11(b) without the written consent of each Lender directly affected thereby (it being understood that the waiver of mandatory prepayments of the Term Loans shall not constitute a postponement of any date fixed for the payment of principal or interest);

(d) reduce the principal of, or the rate of interest specified herein on, any Loan or L/C Borrowing, or (subject to clause (v) of the second proviso to this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender entitled to such amount; provided, however, that only the consent of the Required Lenders shall be necessary (i) to amend the definition of "Default Rate" or to waive any obligation of either Borrower to pay interest or Letter of Credit Fees at the Default Rate or (ii) to amend any financial covenant hereunder (or any defined term used therein) even if the effect of such amendment would be to reduce the rate of interest on any Loan or L/C Borrowing or to reduce any fee payable hereunder;

(e) change (i) Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the prior written consent of each Lender or (ii) the order of application of any reduction in the Commitments or any prepayment of Loans among the Facilities from the application thereof set forth in the applicable provisions of Section 2.07(b) or 2.08(b), respectively, in any manner that materially and adversely affects the Lenders under a Facility without the written consent of (i) if such Facility is the Revolving Credit Facility, the Required Revolving Lenders, (ii) if such Facility is the Canadian Term Facility, the Required Canadian Term Lenders, (iii) if such Facility is the Euro Term Facility, the Required Euro Term Lenders and (iv) if such Facility is the Dollar Term Facility, the Required Dollar Term Lenders; provided, however, that if such

amendment adversely affects all of the Term Facilities in a proportionate manner, only the written consent of the Required Term Lenders shall be required;

(f) change any provision of this Section 10.01 or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender;

(g) release all or substantially all of the Collateral in any transaction or series of related transactions, without the written consent of each Lender (it being understood that a transaction permitted under Section 7.05 shall not constitute a release of all or substantially all of the Collateral);

(h) other than in connection with a transaction permitted by Section 7.04 or Section 7.05, release all or substantially all of the combined value of the ROV Guaranty, the KGaA Guaranty and the UK Guaranty, without the written consent of each Lender; or

(i) impose any greater restriction on the ability of any Lender under a Facility to assign any of its rights or obligations hereunder without the written consent of (i) if such Facility is the Revolving Credit Facility, the Required Revolving Lenders, (ii) if such Facility is the Canadian Term Facility, the Required Canadian Term Lenders, (iii) if such Facility is the Euro Term Facility, the Required Euro Term Lenders and (iv) if such Facility is the Dollar Term Facility, the Required Dollar Term Lenders; provided, however, that if such amendment adversely affects all of the Term Facilities in a proportionate manner, only the written consent of the Required Term Lenders shall be required;

and provided further that (i) no amendment, waiver or consent shall, unless in writing and signed by the L/C Issuer in addition to the Lenders required above, affect the rights or duties of the L/C Issuer under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Swing Line Lender in addition to the Lenders required above, affect the rights or duties of the Swing Line Lender under this Agreement; (iii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; (iv) Section 10.06(h) may not be amended, waived or otherwise modified without the consent of each Granting Lender all or any part of whose Loans are being funded by an SPC at the time of such amendment, waiver or other modification; and (v) the Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto. Notwithstanding anything to the contrary herein, (A) no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Commitment of such Lender may not be increased or extended without the consent of such Lender and (B) this Agreement and the other Loan Documents may be amended by the Administrative Agent and the Loan Parties solely to reflect the amortization, prepayment priority and other terms and conditions of any Incremental Facility, any Chinese Facility contemplated by clause (iii) of the definition thereof or any Additional Foreign Credit Facility (including, in

the case of the Chinese Facility or Additional Foreign Credit Facility, the reallocation of all or a portion of the U.S. Revolving Credit Commitment of a U.S. Revolving Credit Lender to the Chinese Facility or Additional Foreign Credit Facility, as the case may be, so long as such U.S. Revolving Credit Lender consents to such reallocation.)

In the event that (1) the U.S. Borrower or the Administrative Agent has requested the Lenders to consent to a departure or waiver of any provisions of the Loan Documents or to agree to any amendment thereto, (2) the consent, waiver or amendment in question requires the agreement of all affected Lenders in accordance with the terms of this Section 10.01 or all the Lenders with respect to a certain class of the Loans and (3) the Required Lenders have agreed to such consent, waiver or amendment, then any Lender who does not agree to such consent, waiver or amendment shall be deemed a "Non-Consenting Lender." The Borrowers shall be entitled to (x) replace any Non-Consenting Lender in accordance with the provisions of Section 10.14 or (y) terminate the Commitments of such Non-Consenting Lender and pay to such Lender an amount equal to the outstanding principal of its Loans and L/C Advances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the Loan Documents (including any amounts under Section 3.05).

10.02 Notices and Other Communications; Facsimile Copies.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (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, electronic mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrowers, the Administrative Agent, the L/C Issuer or the Swing Line Lender, to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 10.02; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service shall be deemed to have been given when received; notices mailed by certified or registered mail shall be deemed to have been given four (4) Business Days after deposit in the mails postage prepaid; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the L/C Issuer hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to

any Lender or the L/C Issuer pursuant to Article II if such Lender or the L/C Issuer, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrowers may, in their discretion, agree to accept notices and other communications to each of them 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), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. 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 ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent of any of its Related Parties (collectively, the "Agent Parties") have any liability to either Borrower, any Lender, the L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of either of the Borrowers' or the Administrative Agent's transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to either of the Borrowers, any Lender, the L/C Issuer or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrowers, the Administrative Agent, the L/C Issuer and the Swing Line Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrowers, the Administrative Agent, the L/C Issuer and the Swing Line Lender. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address,

contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender.

(e) Reliance by Administrative Agent, L/C Issuer and Lenders. The Administrative Agent, the L/C Issuer and the Lenders shall be entitled to rely and act upon any notices (including telephonic Committed Loan Notices and Swing Line Loan Notices) purportedly given by or on behalf of each Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. Each Borrower shall indemnify the Administrative Agent, the L/C Issuer, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of either Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

10.03 No Waiver; Cumulative Remedies. No failure by any Lender, the L/C Issuer or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

10.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrowers shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates (including the reasonable fees, charges and disbursements of counsel for the Administrative Agent and of one local or special counsel in each jurisdiction and for each specialty in which the Administrative Agent reasonably determines it is necessary to retain such counsel), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof, (ii) all reasonable out-of-pocket expenses incurred by the L/C Issuer in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all out-of-pocket expenses incurred by the Administrative Agent, any Lender or the L/C Issuer (including the fees, charges and disbursements of any counsel for the Administrative Agent, any Lender or the L/C Issuer), in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with 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) Indemnification by the Borrowers. Each Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), each Lender and the L/C Issuer, and each

Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable fees, charges and disbursements of any counsel for any Indemnitee (which shall be limited to one (1) counsel to the Administrative Agent and the Lenders, unless (x) the interests of the Administrative Agent and the Lenders are sufficiently divergent, in which case one (1) additional counsel may be appointed, and (y) if the interests of any Lender or group of Lenders (other than all of the Lenders) are distinctly or disproportionately affected, one (1) additional counsel for such Lender or group of Lenders)), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by either Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit, the use or proposed use of the proceeds therefrom (including any refusal by the L/C Issuer 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), or any participation in a Letter of Credit (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the U.S. Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the U.S. Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by either Borrower or any other Loan Party or any of the Borrower's or such Loan Party's directors, shareholders or creditors, and regardless of whether any Indemnitee is a party thereto and whether or not any of the transactions contemplated hereunder or under any of the other Loan Documents is consummated, in all cases, whether or not caused by or arising, in whole or in part, out of the comparative, contributory or sole negligence of the Indemnitee; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee, (y) result from a claim brought by a Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if such Borrower or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction, or (z) arise from claims of any of the Lenders solely against one or more other Lenders (and not by one or more Lenders against Administrative Agent or one or more of the other Agents) that have not resulted from the action, inaction, participation or contribution of the Borrower or its Subsidiaries or other Affiliates or any of their respective officers, directors, stockholders, partners, members, employees, agents, representatives or advisors. No Indemnitee shall be liable for any damages arising from the use by others of any information or other materials obtained through IntraLinks or other similar information transmissions systems in connection with this Agreement.

(c) Reimbursement by Lenders. To the extent that any Borrower for any reason fails to indefeasibly pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), the L/C Issuer or any

Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), the L/C Issuer or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) or the L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or L/C Issuer in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.14(d).

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

(e) Payments. All amounts due under this Section shall be payable not later than ten Business Days after demand therefor.

(f) Survival. The agreements in this Section shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

10.05 Payments Set Aside. To the extent that any payment by or on behalf of a Borrower is made to the Administrative Agent, the L/C Issuer or any Lender, or the Administrative Agent, the L/C Issuer or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, the L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and the L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders and the L/C Issuer under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

10.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that none of the Borrowers or any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of Section 10.06(b), (ii) by way of participation in accordance with the provisions of Section 10.06(d), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 10.06(f), or (iv) to an SPC in accordance with the provisions of Section 10.06(h) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the L/C Issuer and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans (including for purposes of this Section 10.06(b), participations in L/C Obligations and in Swing Line Loans) at the time owing to it); provided that

(i) except in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund with respect to a Lender, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loan of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than U.S. $5,000,000, in the case of any assignment in respect of the U.S. Revolving Credit Facility, (euro)5,000,000 in the case of any assignment in respect of the Euro Revolving Credit Facility, (pound)5,000,000 in the case of any assignment in respect of the UK Revolving Credit Facility, U.S. $1,000,000, in the case of any assignment in respect of the Dollar Term Facility, (euro)1,000,000 in the case of any assignment in respect of the Euro Term Facility or CAD1,000,000 in the case of any assignment in respect of the Canadian Term Facility unless each of the Administrative Agent and, so long as no Event of Default under Section 8.01 (a), (f), or (g) has occurred and is continuing, the applicable Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignments for purposes of determine whether such minimum amount has been met;

(ii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned, except that this clause (ii) shall not (A) apply to rights in respect of Swing Line Loans or (B) prohibit any Lender from assigning all or a portion of its rights and obligations among separate Facilities on a non-pro rata basis;

(iii) any assignment of a Revolving Credit Commitment must be approved by the Administrative Agent, the L/C Issuer and the Swing Line Lender unless the Person that is the proposed assignee is itself a Revolving Credit Lender under the applicable Facility (whether or not the proposed assignee would otherwise qualify as an Eligible Assignee);

(iv) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount, if any, required as set forth in Schedule 10.06; and

(v) and the Eligible Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05, 10.03, 10.04 and 10.15with respect to facts and circumstances occurring prior to the effective date of such assignment). Upon request, the applicable Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection 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 Section 10.06(d). The Borrowers shall not, as a result of any assignment by any Lender to any of such Lender's Affiliates, incur increased liability for any Taxes.

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrowers, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and related amounts) of the Loans, L/C Obligations (specifying the aggregate Unreimbursed Amounts), L/C Borrowings and the amounts due under Section 2.03, 2.04 and 2.05 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 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. No transfer or assignment of any rights or obligations with respect to the Loans or L/C Obligations (including pursuant to Sections 10.06(b), (d), and (h)) shall be effective unless such transfer or assignment is recorded in the Register. This Section 10.06(c) shall be construed so that the Loans and L/C Obligations are at all times maintained in "registered form" within the meaning of Sections 163(f), 871(h)(2), and 881(c)(2) of the Code and the Treasury regulations promulgated thereunder (and any other relevant or successor provisions of the Code and Treasury regulations promulgated thereunder). The Register shall be available for inspection by each of the Borrowers, the Lenders and the L/C Issuer at any reasonable time and from time to time upon reasonable prior notice. In addition, at any time that a request for a consent for a material or other substantive change to the Loan Documents is pending, any Lender may request and receive from the Administrative Agent a copy of the Register. Upon receipt of a duly completed and executed Assignment and Assumption and compliance by the assigning Lender and Eligible Assignee with the other applicable provisions of this Section 10.06, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the applicable Borrower or the Administrative Agent, sell participations to any Person (other than a natural person or the U.S. Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans (including such Lender's participations in L/C Obligations and/or Swing Line Loans) owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrowers, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement or any other Loan Document. 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, waiver or other modification described in clauses (b), (c), (d), (g) or (h) of Section 10.01 that directly affects such Participant. Subject to subsection (e) of this Section, each Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.04, 3.05 and 10.15 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.06(b).

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant. A Participant shall not be entitled to the benefits of Section 3.01 unless the applicable Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of such Borrower, to comply with Section 3.01(f) as though it were a Lender.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any)

to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Special Purpose Funding Vehicles. Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrowers (an "SPC") the option to provide all or any part of any Loan that such Granting Lender would otherwise be obligated to make pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to fund any Loan, and (ii) if an SPC elects not to exercise such option or otherwise fails to make all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof or, if it fails to do so, to make such payment to the Administrative Agent as is required under Section 2.14. Each party hereto hereby agrees that (A) neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations of the Borrowers under this Agreement (including its obligations under Section 3.01 and Section 3.04), (B) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement for which a Lender would be liable, and (C) the Granting Lender shall for all purposes, including the approval of any amendment, waiver or other modification of any provision of any Loan Document, remain the lender of record hereunder. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior debt of any SPC, it will not institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency, or liquidation proceeding under the Laws of the United States or any State thereof. Notwithstanding anything to the contrary contained herein, any SPC may (1) with notice to, but without prior consent of the U.S. Borrower and the Administrative Agent and with the payment of a processing fee in the amount of $2,500, assign all or any portion of its right to receive payment with respect to any Loan to the Granting Lender and (2) disclose on a confidential basis any non-public information relating to its funding of Loans to any rating agency, commercial paper dealer or provider of any surety or Guarantee or credit or liquidity enhancement to such SPC.

(i) Resignation as L/C Issuer or Swing Line Lender after Assignment. Notwithstanding anything to the contrary contained herein, if at any time Bank of America

assigns all of its Revolving Credit Commitments and Revolving Credit Loans pursuant to Section 10.06(b), Bank of America may, (i) upon 30 days' notice to the U.S. Borrower and the Lenders, resign as L/C Issuer and/or (ii) upon 30 days' notice to the U.S. Borrower, resign as Swing Line Lender. In the event of any such resignation as L/C Issuer or Swing Line Lender, the Borrowers shall be entitled to appoint from among the Lenders a successor L/C Issuer or Swing Line Lender hereunder; provided, however, that no failure by the Borrowers to appoint any such successor shall affect the resignation of Bank of America as L/C Issuer or Swing Line Lender, as the case may be. If Bank of America resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Loans, Eurocurrency Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03(c), 2.04(c) and 2.05(c)). If Bank of America resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.06(e). Upon the appointment of a successor L/C Issuer and/or Swing Line Lender, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as the case may be, and (b) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Bank of America to effectively assume the obligations of Bank of America with respect to such Letters of Credit.

10.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent, the Lenders and the L/C Issuer agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable Laws or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 10.07, 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 professional advisors) to any swap or derivative transaction relating to the U.S. Borrower and its obligations, (g) with the consent of the U.S. Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 10.07 or (ii) becomes available to the Administrative Agent, any Lender, the L/C Issuer or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrowers. For the purposes of this Section, "Information" means all information received from any Loan Party relating to any Loan Party or its business, other than any such information that is available to the Administrative Agent, the L/C Issuer or any Lender on a

nonconfidential basis prior to disclosure by any Loan Party; provided that, in the case of information received from a Loan Party after the date hereof, such information is clearly identified in writing at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 10.07 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 of the Administrative Agent, the Lenders and the L/C Issuer acknowledges that (a) the Information may include material non-public information concerning the Borrowers or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including Federal and state securities Laws.

10.08 Right of Setoff.

If an Event of Default shall have occurred and be continuing, each Lender and the L/C Issuer is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or the L/C Issuer to or for the credit or the account of either Borrower or any other Loan Party against any and all of the Obligations of the Borrowers or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Lender or the L/C Issuer, irrespective of whether or not such Lender or the L/C Issuer shall have made any demand under this Agreement or any other Loan Document and although such obligations of such Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Lender or the L/C Issuer different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Lender and the L/C Issuer under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender and the L/C Issuer may have. Each Lender and the L/C Issuer agrees to notify the U.S. Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

10.09 Non-U.S. Subsidiaries. Notwithstanding any provision of any Loan Document to the contrary (including any provision that would otherwise apply notwithstanding other provisions or that is the beneficiary of other overriding language), (i) no more than 65% of the voting interests in or of any Subsidiary incorporated under the Laws of a jurisdiction other than the United States (a "non-U.S. Subsidiary") shall be pledged or similarly hypothecated to Guarantee or support any Obligation of the U.S. Borrower, (ii) no non-U.S. Subsidiary shall Guarantee or support any Obligation of the U.S. Borrower, (iii) no security or similar interest shall be granted in the assets of any non-U.S. Subsidiary which security or similar interest Guarantees or supports any Obligation of the U.S. Borrower and (iv) nothing in this Agreement shall be construed as a Guarantee, security or support by the Euro Borrower of or for obligations of the U.S. Borrower or any of its Subsidiaries. The parties agree that any pledge, Guarantee or security or similar interest made or granted in contravention of this Section 10.09 shall be void ab initio.

10.10 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the applicable Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

10.11 Counterparts; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. 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 that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or by an electronically mailed scanned copy shall be effective as delivery of a manually executed counterpart of this Agreement.

10.12 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

10.13 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.14 Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if a Borrower is required to pay or delivers to such Lender and the Administrative Agent a certificate setting forth reasons as to why it reasonably anticipates that it will be required to pay, and such Lender and the Administrative Agent agree with such reasons, any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, if any Lender ceases to make Eurocurrency Rate Loans as a

result of a condition described in Section 3.02 or Section 3.04, if any Lender is a Defaulting Lender or a Non-Consenting Lender or if any other circumstance exists hereunder that gives a Borrower the right to replace a Lender as a party hereto, then such Borrower 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, and consents required by, Section 10.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) such Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 10.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and L/C Advances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or a Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with applicable Law.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the applicable Borrower to require such assignment and delegation cease to apply.

10.15 Judgment. (a) Rate of Exchange. If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum due hereunder, under the ROV Guaranty, the KGaA Guaranty or the UK Guaranty, or under any Note or Notes in another currency into US Dollars or into a Foreign Currency, as the case may be, 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, a Lender could purchase such other currency with US Dollars or with a Foreign Currency, as the case may be, in New York City, New York at the close of business on the Business Day immediately preceding the day on which final judgment is given, together with any premiums and costs of exchange payable in connection with such purchase.

(b) Indemnity. The obligation of each Borrower in respect of any sum due from it to the Administrative Agent or any Lender hereunder or under any Note or Notes shall, notwithstanding any judgment in a currency other than US Dollars or a Foreign Currency, as the case may be, be discharged only to the extent that on the Business Day next succeeding receipt by the Administrative Agent or such Lender of any sum adjudged to be so due in such other currency, the Administrative Agent or such Lender may, in accordance with normal banking procedures, purchase US Dollars or such Foreign Currency, as the case may be, with such other

currency. If the US Dollars or such Foreign Currency so purchased are less than the sum originally due to the Administrative Agent or such Lender in US Dollars or in such Foreign Currency, each Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or such Lender against such loss, and if the US Dollars or such Foreign Currency so purchased exceed the sum originally due to the Administrative Agent or any Lender in US Dollars or in such Foreign Currency, as the case may be, the Administrative Agent or such Lender agrees to remit to such Borrower such excess.

10.16 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, PROVIDED THAT SECTIONS 9.01 (C), 9.02 AND 9.13 SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE FEDERAL REPUBLIC OF GERMANY.

(b) SUBMISSION TO JURISDICTION. EACH BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, 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 FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION 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 LENDER OR THE L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST A BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN

INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 (OTHER THAN BY EMAIL OR OTHER ELECTRONIC COMMUNICATION). NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

10.17 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.18 USA PATRIOT Act Notice. Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrowers that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the Act.

10.19 "Know your customer" checks

(a) If:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;

(ii) any change in the status of any Borrower after the date of this Agreement; or

(iii) a proposed assignment or transfer by a Lender of any of its rights and obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer,

obliges the Administrative Agent or any Lender (or, in the case of paragraph (iii) above, any prospective new Lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, each Borrower shall promptly upon the request of the Administrative Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Administrative Agent (for itself or on behalf of any Lender) or any Lender (for itself or, in the case of the event described in paragraph (iii) above, on behalf of any prospective new Lender) in order for the Administrative Agent, such Lender or, in the case of the event described in paragraph (iii) above, any prospective new Lender to carry out and be reasonably satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in this Agreement.

(b) Each Lender shall promptly upon the request of the Administrative Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Administrative Agent (for itself) in order for the Administrative Agent to carry out and be reasonably satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

RAYOVAC CORPORATION, as the U.S. Borrower

By: /s/ James T. Lucke

Name: James T. Lucke
Title: Senior Vice President, Secretary and General Counsel

VARTA CONSUMER BATTERIES GmbH & Co.
KGaA, as the Subsidiary Borrower

By: /s/ Andreas Rouve

Name: Andreas Rouve
Title: Chief Financial Officer

By: /s/ Remy Burel

Name: Remy Burel
Title: Chief Executive Officer

RAYOVAC EUROPE LIMITED, as the UK
Borrower

By: /s/ Remy Burel

Name: Remy Burel
Title: Chief Executive Officer

LENDER:

BANC ONE HIGH YIELD

By: /s/ James E. Gibson

Name: James E. Gibson
Title: Vice President

LENDER:

BANK OF TOKYO - MITSUBISHI TRUST COMPANY

By: /s/ Anna Bezdenezhnykh Guiller

Name: Anna Bezdenezhnykh Guiller
Title: Vice President

LENDER:

CALYON NEW YORK BRANCH

By: /s/ Philippe Soustra

Name: Philippe Soustra
Title: Senior Vice President

By: /s/ Attila Coach

Name: Attila Coach
Title: Managing Director

LENDER:

CAROLINA FIRST BANK

By: /s/ Charles Chamberlain

Name: Charles Chamberlain
Title: Executive Vice President

LENDER:

CITICORP NORTH AMERICA, INC.

By: /s/ Julie Persily

Name: Julie Persily
Title: Managing Director

LENDER:

CIT LENDING SERVICES CORPORATION

By: /s/ John P. Sirico, II

Name: John P. Sirico, II
Title: Vice President

LENDER:

COMMERZBANK AG, NEW YORK AND
GRAND CAYMAN BRANCHES

By: /s/ Adam T. Strom

Name: Adam T. Strom
Title: Vice President

By: /s/ Henry J. Spark

Name: Henry J. Spark
Title: Assistant Vice President

LENDER:

CREDIT INDUSTRIEL ET COMMERCIAL

By: /s/ Anthony Rock

Name: Anothony Rock
Title: Vice President

By: /s/ Sean Mounier

Name: Sean Mounier
Title: First Vice President

LENDER:

GSC EUROPEAN CDO I S.A.

By: /s/ Hugo Neuman

Name: Hugo Neuman
Title: Director

LENDER:

GSC EUROPEAN CDO II S.A.

By: /s/ Hugo Neuman

Name: Hugo Neuman
Title: Director

LENDER:

HENDERSON GLOBAL INVESTORS LIMITED
FOR AND ON BEHALF OF AQUILAE CLO I PLC

By: /s/ David Milward

Name: David Milward
Title: Associate Director

By: /s/ Julian Green

Name: Julian Green
Title: Director

LENDER:

HENDERSON GLOBAL INVESTORS LIMITED
FOR AND ON BEHALF OF MELCHIOR CDO I SA

By: /s/ David Milward

Name: David Milward
Title: Associate Director

By: /s/ Julian Green

Name: Julian Green
Title: Director

LENDER:

IKB CAPITAL CORPORATION

By: /s/ Wolfgang Boeker

Name: Wolfgang Boeker
Title: Senior Vice President

LENDER:

LASALLE BANK NATIONAL ASSOCIATION

By: /s/ James A. Meyer

Name: James A. Meyer
Title: Senior Vice President

LENDER:

MERRILL LYNCH CAPITAL CORPORATION

By: /s/ William H. Gates

    Name: William H. Gates
    Title: Authorized Signatory

LENDER:

MFS FLOATING RATE HIGH INCOME FUND

By: /s/ Philip Robbins

Name: Philip Robbins
Title: Vice President

LENDER:

NATIONAL CITY BANK

By: /s/ Michael A. Moose

Name: Michael A Moose
Title: Assitant Vice President

LENDER:

RMF EURO CDO II S.A.

By: /s/ Hugo Neuman

Name: Hugo Neuman
Title: Director

LENDER:

U.S. BANK, NATIONAL ASSOCIATION

By: /s/ Monika K. Kump

Name: Monika K. Kump
Title: Assistant Vice President

BANK OF AMERICA, N.A., as
Administrative Agent

By: /s/ Suzanne Chomiczewski

Name: Suzanne Chomiczewski
Title: Vice President

BANK OF AMERICA, N.A., as a Lender, L/C
Issuer or Swing Line Lender

By: /s/ Suzanne Chomiczewski

Name: Suzanne Chomiczewski
Title: Vice President

Schedule I

KGaA Guarantors

Rayovac Corporation
ROV International Finance Company
Rayovac Europe GmbH
ROV German General Partner GmbH
ROV German Limited GmbH

Schedule II

ROV Guarantors

Rovcal, Inc.
ROV Holding, Inc.
United Industries Corporation
Nu-Gro America Corp.
Nu-Gro US Holdco Corp.
Nu-Gro Technologies, Inc.
IB Nitrogen Inc.
Schultz Company
Ground Zero Inc.
Sylorr Plant Corp.
WPC Brands, Inc.
United Pet Group, Inc.
AQ Holdings, Inc.
Perfecto Holding Corp.
Aquarium Systems, Inc.
Perfecto Manufacturing, Inc.
Jungletalk International, Inc.
Pets 'N People, Inc.
Southern California Foam, Inc.
Aquaria, Inc.
DB Online, LLC

Schedule III

UK Guarantors

Rayovac Corporation
ROV International Finance Company
Rayovac Europe GmbH

Schedule IV

Consolidated EBITDA

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Schedule V

Existing Letters of Credit

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Schedule 2.01

Commitments and Applicable Percentages

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Schedule 5.05

Supplement to Interim Financial Statements

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Schedule 5.06

Litigation

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Schedule 5.08(b)

Owned Real Property

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Schedule 5.08(c)

Leased Real Property

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Schedule 5.09

Environmental Matters

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Schedule 5.13

Subsidiaries and Other Equity Investments; Loan Parties

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Schedule 5.16

Intellectual Property Claims

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Schedule 6.18

Real Property to be Mortgaged

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Schedule 7.01(b)

Existing Permitted Liens

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Schedule 7.02

Indebtedness

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Schedule 7.03(f)

Existing Permitted Investments

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Schedule 7.05(m)

Certain Dispositions

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Schedule 7.08

Certain Transactions with Affiliates

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Schedule 10.02

Administrative Agent's Office, Certain Addresses for Notices

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Schedule 10.06

Processing and Recordation Fees

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Exhibit A

Form of Committed Loan Notice

[Omitted. A supplemental copy of this exhibit will be furnished to the SEC upon request.]

Exhibit B

Form of Swing Line Loan Notice

[Omitted. A supplemental copy of this exhibit will be furnished to the SEC upon request.]

Exhibit C-1

Form of Term Note

[Omitted. A supplemental copy of this exhibit will be furnished to the SEC upon request.]

Exhibit C-2

Form of U.S. Revolving Credit Note

[Omitted. A supplemental copy of this exhibit will be furnished to the SEC upon request.]

Exhibit C-3

Form of Euro Revolving Term Note

[Omitted. A supplemental copy of this exhibit will be furnished to the SEC upon request.]

Exhibit C-4

Form of UK Revolving Credit Note

[Omitted. A supplemental copy of this exhibit will be furnished to the SEC upon request.]

Exhibit D

Form of Compliance Certificate

[Omitted. A supplemental copy of this exhibit will be furnished to the SEC upon request.]

Exhibit E

Form of Assignment and Assumption

[Omitted. A supplemental copy of this exhibit will be furnished to the SEC upon request.]

Exhibit F-1

Form of ROV Guaranty

[Omitted. A supplemental copy of this exhibit will be furnished to the SEC upon request.]

Exhibit F-2

Form of KGaA Guaranty

[Omitted. A supplemental copy of this exhibit will be furnished to the SEC upon request.]

Exhibit F-3

Form of UK Guaranty

[Omitted. A supplemental copy of this exhibit will be furnished to the SEC upon request.]

Exhibit G

Form of Security Agreement

[Omitted. A supplemental copy of this exhibit will be furnished to the SEC upon request.]

Exhibit H-1

Form of Mortgage

[Omitted. A supplemental copy of this exhibit will be furnished to the SEC upon request.]

Exhibit H-2

Form of Third Amendment to Mortgage

[Omitted. A supplemental copy of this exhibit will be furnished to the SEC upon request.]

Exhibit I-1

Form of Opinion Matters - Counsel to Loan Parties

[Omitted. A supplemental copy of this exhibit will be furnished to the SEC upon request.]

Exhibit I-2

Form of Opinion Matters - Local Counsel to Loan Parties

[Omitted. A supplemental copy of this exhibit will be furnished to the SEC upon request.]

Exhibit I-3

Form of Opinion Matters - Real Estate Counsel to Loan Parties

[Omitted. A supplemental copy of this exhibit will be furnished to the SEC upon request.]

EXHIBIT 10.2

SECURITY AGREEMENT

Dated February 7, 2005

From

The Grantors referred to herein

as Grantors

to

BANK OF AMERICA, N.A.

as Collateral Agent

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Exhibits

Exhibit A	-	Form of Security Agreement Supplement
Exhibit B	-	Form of Intellectual Property Security Agreement
Exhibit C	-	Form of Consent to Assignment of Letter of Credit Rights

SECURITY AGREEMENT

SECURITY AGREEMENT dated February 7, 2005 made by RAYOVAC CORPORATION, a Wisconsin corporation (the "U.S. Borrower") and the other Persons listed on the signature pages hereof (the U.S. Borrower and the Persons so listed (together with any Additional Grantors (as hereinafter defined)) being, collectively, the "Grantors"), to BANK OF AMERICA, N.A., as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Credit Agreement (as hereinafter defined), the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement).

PRELIMINARY STATEMENTS.

(1) The U.S. Borrower has entered into a Fourth Amended and Restated Credit Agreement dated as of February 7, 2005 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Credit Agreement") with the Lenders and the Administrative Agent (each as defined therein).

(2) Each Grantor is the owner of the shares of stock or other Equity Interests set forth opposite such Grantor's name on and as otherwise described in Part I of Schedule I hereto and issued by the Persons named therein (the "Initial Pledged Equity") and of the indebtedness set forth opposite such Grantor's name on and as otherwise described in Part II of Schedule I hereto and issued by the obligors named therein (the "Initial Pledged Debt").

(3) Pursuant to the terms of the Credit Agreement, upon the request of the Collateral Agent, the Grantors shall open one or more cash collateral deposit accounts (the "Cash Collateral Accounts") in the name of the Collateral Agent and under the sole control and dominion of the Collateral Agent and subject to the terms of this Agreement.

(4) It is a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuer under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Qualified Foreign Credit Facilities by the Qualified Foreign Lenders from time to time that the Grantors shall have granted the security interest contemplated by this Agreement. Each Grantor will derive substantial direct and indirect benefit from the transactions contemplated by the Loan Documents.

(5) Terms defined in the Credit Agreement and not otherwise defined in this Agreement are used in this Agreement as defined in the Credit Agreement. Further, unless otherwise defined in this Agreement or in the Credit Agreement, terms defined in Article 8 or 9 of the UCC (as defined below) are used in this Agreement as such terms are defined in such Article 8 or 9. "UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make Loans and the L/C Issuer to issue Letters of Credit under the Credit Agreement, to induce the Hedge Banks to enter into Secured Hedge Agreements and to induce the Qualified Foreign Lenders to enter into Qualified Foreign Credit Facilities from time to time, each Grantor hereby agrees with the Collateral Agent for the ratable benefit of the Secured Parties as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in such Grantor's right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising; provided, that notwithstanding anything in this Agreement to the contrary, in no event shall the security interest granted hereunder attach to any license, contract, or other agreement to which U.S. Borrower is a party or any of its rights or interests thereunder, or any property or assets subject to any license, contract, or other agreement, if and for so long as the grant of such security interest shall constitute or result in (x) the abandonment, invalidation or unenforceability of any right, title or interest of U.S. Borrower therein or (y) in a breach or termination pursuant to the terms of, or a default under, any such license, contract right, or other agreement, except, in each case, to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity, provided, however that, notwithstanding the foregoing, such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and, to the extent severable, shall attached immediately to any portion of such license, contract, or other agreement, or property subject thereto, that does not result in any of the consequences specified in clause (x) or (y) above (collectively, the "Collateral"):

(a) all equipment in all of its forms, including, without limitation, all machinery, tools, motor vehicles, vessels, aircraft, furniture and fixtures, and all parts thereof and all accessions thereto, including, without limitation, computer programs and supporting information that constitute equipment within the meaning of the UCC (any and all such property being the "Equipment");

(b) all inventory in all of its forms, including, without limitation, (i) all raw materials, work in process, finished goods and materials used or consumed in the manufacture, production, preparation or shipping thereof, (ii) goods in which such Grantor has an interest in mass or a joint or other interest or right of any kind (including, without limitation, goods in which such Grantor has an interest or right as consignee) and (iii) goods that are returned to or repossessed or stopped in transit by such Grantor, and all accessions thereto and products thereof and documents therefor, including, without limitation, computer programs and supporting information that constitute inventory within the meaning of the UCC (any and all such property being the "Inventory");

(c) all accounts (including, without limitation, health-care-insurance receivables), chattel paper (including, without limitation, tangible chattel paper and electronic chattel paper), instruments (including, without

limitation, promissory notes), deposit accounts, letter-of-credit rights, general intangibles (including, without limitation, payment intangibles) and other obligations of any kind, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services and whether or not earned by performance, and all rights now or hereafter existing in and to all supporting obligations and in and to all security agreements, mortgages, Liens, leases, letters of credit and other contracts securing or otherwise relating to the foregoing property (any and all of such accounts, chattel paper, instruments, deposit accounts, letter-of-credit rights, general intangibles and other obligations, to the extent not referred to in clause (d), (e) or (f) below, being the "Receivables," and any and all such supporting obligations, security agreements, mortgages, Liens, leases, letters of credit and other contracts being the "Related Contracts");

(d) the following (the "Security Collateral"):

(i) the Initial Pledged Equity and the certificates, if any, representing the Initial Pledged Equity, and all dividends, distributions, return of capital, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Initial Pledged Equity and all warrants, rights or options issued thereon or with respect thereto;

(ii) the Initial Pledged Debt and the instruments, if any, evidencing the Initial Pledged Debt, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Initial Pledged Debt;

(iii) all additional shares of stock and other Equity Interests from time to time acquired by such Grantor in any manner (such shares and other Equity Interests, together with the Initial Pledged Equity, being the "Pledged Equity"), and the certificates, if any, representing such additional shares or other Equity Interests, and all dividends, distributions, return of capital, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares or other Equity Interests and all warrants, rights or options issued thereon or with respect thereto; provided that, notwithstanding anything contained herein to the contrary, such Grantor shall not be required to pledge, and the terms "Pledged Equity" and "Security Collateral" used in this Agreement shall not include, any Equity Interests in any foreign Subsidiary acquired, owned, or otherwise held by such Grantor, in each case, that, when aggregated with all of the other shares of stock in such foreign Subsidiary pledged by such Grantor, would result in more than 66% of the shares of stock in such foreign Subsidiary being pledged to the Collateral Agent for the benefit of the Secured Parties under this Agreement;

(iv) all additional indebtedness from time to time owed to such Grantor (such indebtedness, together with the Initial Pledged Debt, being the "Pledged Debt") and the instruments, if any, evidencing such indebtedness, and all interest, cash, instruments and other property from time to time received, receivable or

otherwise distributed in respect of or in exchange for any or all of such indebtedness;

(v) the Cash Collateral Accounts, all security entitlements with respect to all financial assets from time to time credited to the Cash Collateral Accounts, and all financial assets, and all dividends, distributions, return of capital, interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such security entitlements or financial assets and all warrants, rights or options issued thereon or with respect thereto; and

(vi) except for property excluded in clause (iii) above, all other investment property (including, without limitation, all (A) securities, whether certificated or uncertificated, (B) security entitlements, (C) securities accounts, (D) commodity contracts and (E) commodity accounts) in which such Grantor has now, or acquires from time to time hereafter, any right, title or interest in any manner, and the certificates or instruments, if any, representing or evidencing such investment property, and all dividends, distributions, return of capital, interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such investment property and all warrants, rights or options issued thereon or with respect thereto;

(e) each Hedge Agreement to which such Grantor is now or may hereafter become a party, in each case as such agreements may be amended, amended and restated, supplemented or otherwise modified from time to time (collectively, the "Assigned Agreements"), including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due under or pursuant to the Assigned Agreements, (ii) all rights of such Grantor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) claims of such Grantor for damages arising out of or for breach of or default under the Assigned Agreements and (iv) the right of such Grantor to terminate the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder (all such Collateral being the "Agreement Collateral");

(f) the following (collectively, the "Account Collateral"):

(i) the Cash Collateral Accounts, all deposit accounts and all funds and financial assets from time to time credited thereto (including, without limitation, all Cash Equivalents), and all certificates and instruments, if any, from time to time representing or evidencing the Cash Collateral Accounts or any other deposit account;

(ii) all promissory notes, certificates of deposit, checks and other instruments from time to time delivered to or otherwise possessed by the Collateral Agent for or on behalf of such Grantor in substitution for or in addition to any or all of the then existing Account Collateral; and

(iii) all interest, dividends, distributions, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the then existing Account Collateral;

(g) the following (collectively, the "Intellectual Property Collateral"):

(i) all patents, patent applications, utility models and statutory invention registrations, all inventions claimed or disclosed therein and all improvements thereto ("Patents");

(ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (provided that no security interest shall be granted in United States intent-to-use trademark applications), together, in each case, with the goodwill symbolized thereby ("Trademarks");

(iii) all copyrights, including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof, whether registered or unregistered ("Copyrights");

(iv) all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights, renewal rights and indemnification rights and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing ("Computer Software");

(v) all confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information (collectively, "Trade Secrets"), and all other intellectual, industrial and intangible property of any type, including, without limitation, industrial designs and mask works;

(vi) all registrations and applications for registration for any of the foregoing, including, without limitation, those registrations and applications for registration set forth in Schedule II hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

(vii) all tangible embodiments of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(viii) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary; and

(ix) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

(h) all commercial tort claims, including, without limitation, the commercial tort claims described in Schedule III hereto (collectively, the "Commercial Tort Claims Collateral");

(i) all books and records (including, without limitation, customer lists, credit files, printouts and other computer output materials and records) of such Grantor pertaining to any of the Collateral; and

(j) all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral (including, without limitation, proceeds, collateral and supporting obligations that constitute property of the types described in clauses (a) through (i) of this Section 1) and, to the extent not otherwise included, all (A) payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, and (B) cash.

Section 2. Security for Obligations. This Agreement secures, in the case of each Grantor, the payment of all Obligations of such Grantor now or hereafter existing under the Loan Documents (all such Obligations being the "Secured Obligations").

Section 3. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each Grantor shall remain liable under the contracts and agreements included in such Grantor's Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Collateral Agent of any of the rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral and (c) no Secured Party shall have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement or any other Loan Document, nor shall any Secured Party be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

Section 4. Delivery and Control of Security Collateral. (a) All certificates or instruments representing or evidencing Security Collateral shall be delivered to and held by or on behalf of the Collateral Agent pursuant hereto and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to the Collateral Agent; provided, that, (i) so long as no Event of Default has occurred and is continuing and the enforcement by the

Secured Parties of their rights and remedies under the Loan Documents is not continuing, no Grantor shall be required to deliver any instrument representing Pledged Debt if the amount of such Pledged Debt is less than $5,000,000, and (ii) so long as no Event of Default under Section 8.01(a) or 8.01(f) of the Credit Agreement shall have occurred and be continuing, no Grantor shall be required to deliver any bills of lading, waybills, airbills or similar documents of title evidencing the receipt of goods for shipment. Upon the occurrence and during the continuance of an Event of Default and the enforcement by the Secured Parties of their rights and remedies under the Loan Documents, the Collateral Agent shall have the right at any time to exchange certificates or instruments representing or evidencing Security Collateral for certificates or instruments of smaller or larger denominations.

(b) With respect to (i) any Security Collateral that constitutes Pledged Equity and (ii) upon the occurrence and during the continuance of an Event of Default, all other Security Collateral that, in each case, constitutes an uncertificated security, the relevant Grantor will cause the issuer thereof upon, in the case of clause (ii), the request of the Collateral Agent either (A) to register the Collateral Agent as the registered owner of such security or (B) to agree with such Grantor and the Collateral Agent that such issuer will comply with instructions with respect to such security originated by the Collateral Agent without further consent of such Grantor, such agreement to be in form and substance reasonably satisfactory to the Collateral Agent (an "Uncertificated Security Control Agreement").

(c) Upon the occurrence and during the continuance of an Event of Default, with respect to any Security Collateral that constitutes a security entitlement as to which the financial institution acting as Collateral Agent hereunder is not the securities intermediary, upon the request of the Collateral Agent the relevant Grantor will cause the securities intermediary with respect to such security entitlement either (A) to identify in its records the Collateral Agent as the entitlement holder thereof or (B) to agree with such Grantor and the Collateral Agent that such securities intermediary will comply with entitlement orders originated by the Collateral Agent without further consent of such Grantor, such agreement to be in form and substance reasonably satisfactory to the Collateral Agent (a "Securities Account Control Agreement").

(d) Upon the request of the Collateral Agent following the occurrence and during the continuance of an Event of Default, each Grantor will notify each issuer of Securities Collateral granted by it hereunder that such Securities Collateral is subject to the security interest granted hereunder.

Section 5. Maintaining the Account Collateral. So long as the Termination Date (as defined in Section 22) shall not have occurred:

(a) The Collateral Agent shall have sole right to direct the disposition of funds with respect to the Cash Collateral Accounts, as permitted by the Credit Agreement; and it shall be a term and condition of each of the Cash Collateral Accounts, notwithstanding any term or condition to the contrary in any other agreement relating to such Cash Collateral Account, that after the occurrence and during the continuance of an Event of Default no amount (including, without limitation, interest on Cash Equivalents credited thereto) will be paid or released to or for the account of, or withdrawn by or for the account of, the U.S. Borrower or any other Person from any Cash Collateral Account.

(b) Each Grantor shall maintain its domestic Cash Collateral Accounts, if any, only with Bank of America, N.A.

(c) Upon the occurrence and during the continuance of an Event of Default upon the request of the Collateral Agent and as soon as practicable, each Grantor shall maintain all other deposit accounts requested by the Collateral Agent only with Bank of America, N.A. or with a bank (a "Pledged Account Bank") that has agreed with such Grantor and the Collateral Agent to (A) comply with instructions originated by the Collateral Agent directing the disposition of funds in such other deposit account without the further consent of such Grantor and (B) waive or subordinate in favor of the Collateral Agent all claims of such Pledged Account Bank to such other deposit account, such agreement to be in form and substance reasonably satisfactory to the Collateral Agent (a "Deposit Account Control Agreement").

(d) The Collateral Agent may, at any time and without notice to, or consent from, the applicable Grantor, transfer, or direct the transfer of, funds from the Cash Collateral Accounts or any other deposit accounts of such Grantor to satisfy such Grantor's Obligations under the Loan Documents if an Event of Default shall have occurred and be continuing.

Section 6. Investing of Amounts in the Cash Collateral Accounts. The Collateral Agent will, as requested by the applicable Grantor and subject to the provisions of Sections 5, 7 and 20, from time to time, so long as no Event of Default has occurred and is continuing invest amounts received with respect to the Cash Collateral Accounts in such Cash Equivalents credited to the Cash Collateral Accounts as the applicable Grantor may select and the Collateral Agent may approve and (b) invest interest paid on the Cash Equivalents referred to in clause (a) above, and reinvest other proceeds of any such Cash Equivalents that may mature or be sold, in each case, in such Cash Equivalents. Interest and proceeds that are not invested or reinvested in Cash Equivalents as provided above shall be deposited and held in the Cash Collateral Accounts. In addition, the Collateral Agent shall have the right at any time to exchange such Cash Equivalents for similar Cash Equivalents of smaller or larger determinations, or for other Cash Equivalents, credited to the Cash Collateral Accounts.

Section 7. Release of Amounts. So long as no Default or Event of Default shall have occurred and be continuing, the Collateral Agent will, at the U.S. Borrower's request, refund to the U.S. Borrower or at its order or, at the request of the U.S. Borrower, to the Administrative Agent to be applied to the Obligations of the Grantors under the Loan Documents, such amount, if any, as is then on deposit in the Cash Collateral Accounts to the extent permitted to be released under the terms of the Credit Agreement.

Section 8. Representations and Warranties. Each Grantor represents and warrants as follows:

(a) As of the Closing Date, such Grantor's exact legal name, type of organization, jurisdiction of organization and organizational identification number is set forth in Schedule IV hereto. As of the Closing Date, such Grantor has no trade names other than as listed on Schedule V hereto. Within the two years preceding the date

hereof, except as set forth in Schedule V hereto, such Grantor has not changed its name, type of organization, jurisdiction of organization or organizational identification number from those set forth in Schedule IV hereto.

(b) Such Grantor is the legal and beneficial owner of the Collateral granted or purported to be granted by it free and clear of any Lien, claim, option or right of others, except for the Permitted Liens. No effective financing statement or other instrument similar in effect covering all or any part of such Collateral or listing such Grantor or any trade name of such Grantor as debtor is on file in any recording office, except such as may have been filed in favor of the Collateral Agent relating to the Loan Documents or as otherwise permitted under the Credit Agreement.

(c) If such Grantor is an issuer of Security Collateral, such Grantor confirms that it has received notice of the security interest granted hereunder.

(d) As of the Closing Date, the Initial Pledged Equity pledged by such Grantor constitutes the percentage of the issued and outstanding Equity Interests of the issuers thereof indicated on Schedule I hereto. As of the Closing Date, the Initial Pledged Debt constitutes all of the outstanding indebtedness owed to such Grantor by the issuers thereof and is outstanding in the principal amount indicated on Schedule I hereto.

(e) As of the Closing Date, such Grantor is not a beneficiary or assignee under any letter of credit, other than the letters of credit described in Schedule VI hereto and additional letters of credit as to which such Grantor has complied with the requirements of Section 14.

(f) This Agreement creates in favor of the Collateral Agent for the benefit of the Secured Parties a valid security interest in the Collateral granted by such Grantor, securing the payment of the Secured Obligations; all filings and other actions necessary to perfect the security interest in the Collateral granted by such Grantor have been duly made or taken and are in full force and effect.

(g) Except as could not reasonably be expected to have a Material Adverse Effect:

(i) The Intellectual Property Collateral set forth on Schedule II hereto includes all of the patent registrations, domain names, trademark registrations and applications and copyright registrations and applications owned by such Grantor as of the Closing Date.

(ii) To such Grantor's knowledge, the Intellectual Property Collateral is valid and enforceable except as listed on Schedule VII.

(iii) Such Grantor has made or performed all filings, recordings and other acts and has paid all required fees and taxes to maintain and protect its interest in its Intellectual Property Collateral in full force and effect.

Section 9. Further Assurances. (a) Each Grantor agrees that from time to time, at the expense of such Grantor, such Grantor will promptly take all further action that may be necessary, or that the Collateral Agent may reasonably request, in order to perfect and protect any pledge or security interest granted by such Grantor hereunder or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral of such Grantor. Without limiting the generality of the foregoing, each Grantor will promptly with respect to Collateral of such Grantor: (i) if any such Collateral shall be evidenced by a promissory note or other instrument (with respect to Pledged Debt, in an amount greater than $5,000,000), deliver and pledge to the Collateral Agent hereunder such note or instrument duly indorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance reasonably satisfactory to the Collateral Agent; (ii) execute or authenticate and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be commercially reasonable, or as the Collateral Agent may reasonably request, in order to perfect and preserve the security interest granted or purported to be granted by such Grantor hereunder; (iii) at the request of the Collateral Agent, take all commercially reasonable action to ensure that the Collateral Agent's security interest is noted on any certificate of title related to any Collateral evidenced by a certificate of title; (iv) upon the occurrence and during the continuance of an Event of Default, (A) take all commercially reasonable action necessary to ensure that the Collateral Agent has control of Collateral consisting of deposit accounts, investment property and letter-of-credit rights as provided in Sections 9-104, 9-106 and 9-107 of the UCC and (B) promptly upon reasonable request of the Collateral Agent, cause the Collateral Agent to be the beneficiary under all letters of credit that constitute Collateral, with the exclusive right to make all draws under such letters of credit, and with all rights of a transferee under Section 5-114(e) of the UCC; and (v) deliver to the Collateral Agent evidence that other commercially reasonable actions that the Collateral Agent may request in order to perfect and protect the security interest granted or purported to be granted by such Grantor under this Agreement have been taken.

(b) Each Grantor hereby authorizes the Collateral Agent to file one or more financing or continuation statements, and amendments thereto, including, without limitation, one or more financing statements indicating that such financing statements cover all assets or all personal property (or words of similar effect) of such Grantor, in each case without the signature of such Grantor, and regardless of whether any particular asset described in such financing statements falls within the scope of the UCC or the granting clause of this Agreement. A photocopy or other reproduction of this Agreement shall be sufficient as a financing statement where permitted by law. Each Grantor ratifies its authorization for the Collateral Agent to have filed such financing statements, continuation statements or amendments filed prior to the date hereof.

(c) Each Grantor will furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the Collateral of such Grantor and such other reports in connection with such Collateral as the Collateral Agent may reasonably request, all in reasonable detail.

Section 10. Insurance. (a) Each Grantor will, at its own expense, maintain insurance with respect to its Equipment and Inventory in the manner required by the Credit Agreement. Each policy of each Grantor for liability insurance shall provide for all losses to be

paid on behalf of the Collateral Agent and such Grantor as their interests may appear. Each such policy shall in addition (i) name such Grantor and the Collateral Agent as insured parties thereunder (without any representation or warranty by or obligation upon the Collateral Agent) as their interests may appear and (iv) provide that at least 10 days' prior written notice of cancellation or of lapse shall be given to the Collateral Agent by the insurer.

(b) Reimbursement under any liability insurance maintained by any Grantor pursuant to this Section 10 may be paid directly to the Person who shall have incurred liability covered by such insurance.

(c) So long as no Event of Default shall have occurred and be continuing, all insurance payments received by the Collateral Agent in connection with any loss, damage or destruction of any Inventory or Equipment will be released by the Collateral Agent to the applicable Grantor for use in accordance with the terms of the Credit Agreement. Upon the occurrence and during the continuance of any Event of Default, all insurance payments in respect of such Equipment or Inventory shall be paid to the Collateral Agent and shall, in the Collateral Agent's sole discretion, (i) be released to the applicable Grantor to be applied as set forth in the first sentence of this subsection (c) or (ii) be held as additional Collateral hereunder or applied as specified in Section 20(b).

Section 11. Post-Closing Changes; Collections on Assigned Agreements. (a) No Grantor will change its name, type of organization, jurisdiction of organization or organizational identification number from those set forth in Section 8(a) of this Agreement without first giving at least 20 days' prior written notice to the Collateral Agent and taking all action required by the Collateral Agent for the purpose of perfecting or protecting the security interest granted by this Agreement. If any Grantor does not have an organizational identification number and later obtains one, it will forthwith notify the Collateral Agent of such organizational identification number.

(b) Except as otherwise provided in this subsection (b), each Grantor will continue to collect, at its own expense, all amounts due or to become due such Grantor under the Assigned Agreements. In connection with such collections, such Grantor may take (and, at the Collateral Agent's direction, will take) such commercially reasonable action as such Grantor or the Collateral Agent may deem necessary to enforce collection of the Assigned Agreements; provided, however, that the Collateral Agent shall have the right at any time, upon the occurrence and during the continuance of an Event of Default and the enforcement by the Secured Parties of their rights and remedies under the Loan Documents, and upon written notice to such Grantor of its intention to do so, to notify the Obligors under any Assigned Agreements of the assignment of such Assigned Agreements to the Collateral Agent and to direct such Obligors to make payment of all amounts due or to become due to such Grantor thereunder directly to the Collateral Agent and, upon such notification and at the expense of such Grantor, to enforce collection of any such Assigned Agreements, to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done, and to otherwise exercise all rights with respect to such Assigned Agreements, including, without limitation, those set forth set forth in Section 9-607 of the UCC. After receipt by any Grantor of the notice from the Collateral Agent referred to in the proviso to the preceding sentence, (i) all amounts and proceeds (including, without limitation, instruments) received by such Grantor in respect of the

Assigned Agreements of such Grantor shall be received in trust for the benefit of the Collateral Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Collateral Agent in the same form as so received (with any necessary indorsement) and either (A) released to such Grantor on the terms set forth in the Credit Agreement so long as no Event of Default shall have occurred and be continuing and enforcement by the Secured Parties of their rights and remedies under the Loan Documents is not continuing or (B) if any Event of Default shall have occurred and be continuing and enforcement by the Secured Parties of their rights and remedies under the Loan Documents is continuing, applied as provided in Section 20(b) and (ii) such Grantor will not adjust, settle or compromise the amount or payment of any amount due on any Assigned Agreement, release wholly or partly any Obligor thereof, or allow any credit or discount thereon.

Section 12. As to Intellectual Property Collateral. (a) With respect to each item of its Intellectual Property Collateral, each Grantor agrees to take, at its expense, all commercially reasonable steps, including, without limitation, in the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other governmental authority, to maintain the validity and enforceability of such Intellectual Property Collateral and maintain such Intellectual Property Collateral in full force and effect, except to the extent its failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) Except in the ordinary course of its business or as could not be reasonably expected to have a Material Adverse Effect, no Grantor shall do or permit any act or knowingly omit to do any act whereby any of its Intellectual Property Collateral may lapse or become invalid or unenforceable or placed in the public domain.

(c) Except where failure to do so could not reasonably be expected to cause a Material Adverse Effect, each Grantor shall take all commercially reasonable steps which it or the Collateral Agent (upon the occurrence and during the continuance of an Event of Default) deems reasonable and appropriate under the circumstances to preserve and protect each item of its Intellectual Property Collateral.

(d) With respect to its Intellectual Property Collateral, each Grantor agrees to execute or otherwise authenticate an agreement, in substantially the form set forth in Exhibit B hereto or otherwise in form and substance reasonably satisfactory to the Collateral Agent (an "Intellectual Property Security Agreement"), for recording the security interest granted hereunder to the Collateral Agent in such Intellectual Property Collateral with the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other governmental authorities necessary to perfect the security interest hereunder in such Intellectual Property Collateral.

(e) Each Grantor agrees that should it obtain an ownership interest in any item of the type set forth in Section 1(g) that is not on the date hereof a part of the Intellectual Property Collateral ("After-Acquired Intellectual Property") (i) the provisions of this Agreement shall automatically apply thereto, and (ii) any such After-Acquired Intellectual Property and, in the case of trademarks, the goodwill symbolized thereby, shall automatically become part of the Intellectual Property Collateral subject to the terms and conditions of this Agreement with respect thereto.

Section 13. Voting Rights; Dividends; Etc. (a) So long as no Event of Default shall have occurred and be continuing and the enforcement by the Secured Parties of their rights and remedies under the Loan Documents is not continuing:

(i) Each Grantor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Security Collateral of such Grantor or any part thereof for any purpose; provided however, that such Grantor will not exercise or refrain from exercising any such right if such action would have a material adverse effect on the value of the Security Collateral or any part thereof.

(ii) Each Grantor shall be entitled to receive and retain any and all dividends, interest and other distributions paid in respect of the Security Collateral of such Grantor if and to the extent that the payment thereof is not otherwise prohibited by the terms of the Loan Documents; provided, however, that upon the enforcement by the Secured Parties of their rights and remedies under the Loan Documents, any and all

(A) dividends, interest and other distributions paid or payable other than in cash in respect of, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Security Collateral,

(B) dividends and other distributions paid or payable in cash in respect of any Security Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in-surplus and

(C) cash paid, payable or otherwise distributed in respect of principal of, or in redemption of, or in exchange for, any Security Collateral

shall be, and shall be forthwith delivered to the Collateral Agent to hold as, Security Collateral and shall, if received by such Grantor, be received in trust for the benefit of the Collateral Agent, be segregated from the other property or funds of such Grantor and be forthwith delivered to the Collateral Agent as Security Collateral in the same form as so received (with any necessary indorsement).

(iii) The Collateral Agent will execute and deliver (or cause to be executed and delivered) to each Grantor all such proxies and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and other rights that it is entitled to exercise pursuant to paragraph (i) above and to receive the dividends or interest payments that it is authorized to receive and retain pursuant to paragraph (ii) above.

(b) Upon the occurrence and during the continuance of an Event of Default and the enforcement by the Secured Parties of their rights and remedies under the Loan Documents:

(i) All rights of each Grantor (x) to exercise or refrain from exercising the voting and other consensual rights that it would otherwise be entitled to exercise pursuant to Section 13(a)(i) shall, upon notice to such Grantor by the Collateral Agent, cease and

(y) to receive the dividends, interest and other distributions that it would otherwise be authorized to receive and retain pursuant to Section 13(a)(ii) shall automatically cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall thereupon have the sole right to exercise or refrain from exercising such voting and other consensual rights and to receive and hold as Security Collateral such dividends, interest and other distributions.

(ii) All dividends, interest and other distributions that are received by any Grantor contrary to the provisions of paragraph (i) of this Section 13(b) shall be received in trust for the benefit of the Collateral Agent, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Collateral Agent as Security Collateral in the same form as so received (with any necessary indorsement).

Section 14. As to Letter-of-Credit Rights. (a) Each Grantor, by granting a security interest in its Receivables consisting of letter-of-credit rights to the Collateral Agent, intends to (and hereby does) assign to the Collateral Agent its rights (including its contingent rights) to the proceeds of all Related Contracts consisting of letters of credit of which it is or hereafter becomes a beneficiary or assignee. Upon the occurrence and during the continuance of an Event of Default, each Grantor will, upon the request of the Collateral Agent, promptly use commercially reasonable efforts to cause the issuer of each letter of credit and each nominated person (if any) with respect thereto to consent to such assignment of the proceeds thereof pursuant to a consent in substantially the form of the Consent to Assignment of Letter of Credit Rights attached hereto as Exhibit C or otherwise in form and substance reasonably satisfactory to the Collateral Agent and deliver written evidence of such consent to the Collateral Agent.

(b) Upon the occurrence and during the continuance of an Event of Default, each Grantor will, promptly upon request by the Collateral Agent, (i) notify (and such Grantor hereby authorizes the Collateral Agent to notify) the issuer and each nominated person with respect to each of the Related Contracts consisting of letters of credit that the proceeds thereof have been assigned to the Collateral Agent hereunder and any payments due or to become due in respect thereof are to be made directly to the Collateral Agent or its designee and (ii) arrange for the Collateral Agent to become the transferee beneficiary of letter of credit.

Section 15. Commercial Tort Claims. Each Grantor will promptly give notice to the Collateral Agent of any commercial tort claim that may arise after the date hereof and will otherwise take all necessary action to subject such commercial tort claim to the first priority security interest created under this Agreement.

Section 16. Transfers and Other Liens; Additional Shares. (a) Each Grantor agrees that it will not (i) sell, assign or otherwise dispose of, or grant any option with respect to, any of the Collateral, other than sales, assignments and other dispositions of Collateral, and options relating to Collateral, permitted under the terms of the Credit Agreement, or (ii) create or suffer to exist any Lien upon or with respect to any of the Collateral of such Grantor except for Permitted Liens.

(b) Each Grantor agrees that it will (i) cause each issuer of the Pledged Equity pledged by such Grantor not to issue any Equity Interests or other securities or in substitution for

the Pledged Equity issued by such issuer, except to such Grantor, and (ii) pledge hereunder, immediately upon its acquisition (directly or indirectly) thereof, any and all additional Equity Interests or other securities.

Section 17. Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints the Collateral Agent such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time, upon the occurrence and during the continuance of an Event of Default, in the Collateral Agent's discretion, to take any action and to execute any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to obtain and adjust insurance required to be paid to the Collateral Agent pursuant to Section 10,

(b) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral,

(c) to receive, indorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) or (b) above, and

(d) to file any claims or take any action or institute any proceedings that the Collateral Agent deems reasonably necessary or desirable for the collection of any of the Collateral or otherwise to enforce compliance with the terms and conditions of any Assigned Agreement or the rights of the Collateral Agent with respect to any of the Collateral.

Section 18. Collateral Agent May Perform. If any Grantor fails to perform any agreement contained herein, the Collateral Agent may, as the Collateral Agent deems necessary to protect the security interest granted hereunder in the Collateral or to protect the value thereof, but without any obligation to do so and without notice, itself perform, or cause performance of, such agreement, and the expenses of the Collateral Agent incurred in connection therewith shall be payable by such Grantor under Section 10.04 of the Credit Agreement.

Section 19. The Collateral Agent's Duties. The powers conferred on the Collateral Agent hereunder are solely to protect the Secured Parties' interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral, as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not any Secured Party has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which it accords its own property.

Section 20. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Collateral Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the UCC (whether or not the UCC applies to the affected Collateral) and also may: (i) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Collateral Agent forthwith, assemble all or part of the Collateral as directed by the Collateral Agent and make it available to the Collateral Agent at a place and time to be designated by the Collateral Agent that is reasonably convenient to both parties; (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Collateral Agent may deem commercially reasonable; (iii) occupy any premises owned or, to the fullest extent lawful and permitted, leased by any of the Grantors where the Collateral or any part thereof is assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation; and (iv) exercise any and all rights and remedies of any of the Grantors under or in connection with the Collateral, or otherwise in respect of the Collateral, including, without limitation, (A) any and all rights of such Grantor to demand or otherwise require payment of any amount under, or performance of any provision of, the Assigned Agreements, the Receivables, the Related Contracts and the other Collateral, (B) withdraw, or cause or direct the withdrawal, of all funds with respect to the Account Collateral and (C) exercise all other rights and remedies with respect to the Receivables, the Related Contracts and the other Collateral, including, without limitation, those set forth in Section 9-607 of the UCC. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Any cash held by or on behalf of the Collateral Agent and all cash proceeds received by or on behalf of the Collateral Agent in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of the Collateral Agent, be held by the Collateral Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Collateral Agent pursuant to Section 10 of the Credit Agreement) in whole or in part by the Collateral Agent for the ratable benefit of the Secured Parties against, all or any part of the Secured Obligations, in accordance with the waterfall set forth in Section 8.03 of the Credit Agreement. Any surplus of such cash or cash proceeds held by or on the behalf of the Collateral Agent and remaining after payment in full of all the Secured Obligations shall be paid over to the applicable Grantor or to whomsoever may be lawfully entitled to receive such surplus.

(c) All payments received by any Grantor under or in connection with any Assigned Agreement or otherwise in respect of the Collateral shall be received in trust for the benefit of the Collateral Agent, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Collateral Agent in the same form as so received (with any necessary indorsement).

(d) The Collateral Agent may, without notice to any Grantor except as required by law and at any time or from time to time, charge, set-off and otherwise apply all or any part of the Secured Obligations against any funds held with respect to the Account Collateral or in any other deposit account.

(e) The Collateral Agent may send to each bank, securities intermediary or issuer party to any Deposit Account Control Agreement, Securities Account Control Agreement or Uncertificated Security Control Agreement a "Notice of Exclusive Control as defined in and under such Agreement.

(f) If the Collateral Agent shall determine to exercise its right to sell all or any of the Security Collateral of any Grantor pursuant to this Section 20, each Grantor agrees that, upon request of the Collateral Agent, such Grantor will, at its own expense:

(i) execute and deliver, and cause each issuer of such Security Collateral contemplated to be sold and the directors and officers thereof to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts and things, as may be necessary or, in the opinion of the Collateral Agent, advisable to register such Security Collateral under the provisions of the Securities Act of 1933 (as amended from time to time, the "Securities Act"), to cause the registration statement relating thereto to become effective and to remain effective for such period as prospectuses are required by law to be furnished and to make all amendments and supplements thereto and to the related prospectus that, in the opinion of the Collateral Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto;

(ii) use its best efforts to qualify the Security Collateral under the state securities or "Blue Sky" laws and to obtain all necessary governmental approvals for the sale of such Security Collateral, as requested by the Collateral Agent;

(iii) cause each such issuer of such Security Collateral to make available to its security holders, as soon as practicable, an earnings statement that will satisfy the provisions of Section 11(a) of the Securities Act;

(iv) provide the Collateral Agent with such other information and projections as may be necessary or, in the opinion of the Collateral Agent, advisable to enable the Collateral Agent to effect the sale of such Security Collateral; and

(v) do or cause to be done all such other acts and things as may be necessary to make such sale of such Security Collateral or any part thereof valid and binding and in compliance with applicable law.

(g) The Collateral Agent is authorized, in connection with any sale of the Security Collateral pursuant to this Section 20, to deliver or otherwise disclose to any prospective purchaser of the Security Collateral: (i) any registration statement or prospectus, and all supplements and amendments thereto, prepared pursuant to subsection (f)(i) above; (ii) any information and projections provided to it pursuant to subsection (f)(iv) above; and (iii) any other information in its possession relating to such Security Collateral.

Section 21. Amendments; Waivers; Additional Grantors; Etc. (a) No amendment or waiver of any provision of this Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed as required by Section 10.01 of the Credit Agreement, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Collateral Agent or any other Secured Party to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

(b) Upon the execution and delivery by any Person of a security agreement supplement in substantially the form of Exhibit A hereto (each a "Security Agreement Supplement"), such Person shall be referred to as an "Additional Grantor" and shall be and become a Grantor hereunder, and each reference in this Agreement and the other Loan Documents to "Grantor" shall also mean and be a reference to such Additional Grantor, and each reference in this Agreement and the other Loan Documents to the "Collateral" shall also mean and be a reference to the Collateral granted by such Additional Grantor and each reference in this Agreement to a Schedule shall also mean and be a reference to the schedules attached to such Security Agreement Supplement.

Section 22. Continuing Security Interest; Assignments under the Credit Agreement. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect unless and until (i) all of the Secured Obligations shall have been paid in full in cash (other than L/C Obligations, Obligations in respect of Secured Hedge Agreements, and Obligations in respect of Qualified Foreign Credit Facilities), (ii) all Letters of Credit shall have expired or been terminated or Cash Collateralized, (iii) all Secured Hedge Agreements and all Qualified Foreign Credit Facilities shall have expired or been terminated or collateral security provided in respect thereof in form and substance reasonably satisfactory to the counterparty to such Secured Hedge Agreement or the Qualified Foreign Lender under such Qualified Foreign Credit Facility, as applicable, and (iv) the Commitments shall have expired or been terminated (the first date on which all of the foregoing conditions have been met being the "Termination Date"; provided, however, that in the case of the termination or expiration of all Letters of Credit, Secured Hedge Agreements or Qualified Foreign Credit Facilities as described in clauses (ii) and (iii) above (and not in the case of a Cash Collateralization or collateral security being provided as described in clauses (ii) and (iii) above), the Termination Date shall not occur

until (x) all L/C Obligations, all Obligations in respect of Secured Hedge Agreements, and all Obligations in respect of Qualified Foreign Credit Facilities, as applicable, shall have been paid in full in cash and (y) all of the other conditions in clauses (i) through (iv) have been met, (b) be binding upon each Grantor, its successors and assigns and (c) inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Secured Parties and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement (including, without limitation, all or any portion of its Commitments, the Loans owing to it and the Note or Notes, if any, held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, in each case as provided in Section 10.06 of the Credit Agreement.

Section 23. Release; Termination. (a) Upon any sale, lease, transfer or other disposition of any item of Collateral of any Grantor in accordance with the terms of the Loan Documents (other than sales of Inventory in the ordinary course of business), the Collateral Agent will, at such Grantor's expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted hereby; provided, however, that (i) such Grantor shall have delivered to the Collateral Agent, at least five Business Days prior to the date of the proposed release, a written request for release describing the item of Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including, without limitation, the price thereof and any expenses in connection therewith, together with a form of release for execution by the Collateral Agent and a certificate of such Grantor to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Collateral Agent may reasonably request and (ii) the proceeds of any such sale, lease, transfer or other disposition required to be applied, or any payment to be made in connection therewith, in accordance with Section 2.06 of the Credit Agreement shall, to the extent so required, be paid or made to, or in accordance with the instructions of, the Collateral Agent when and as required under Section 2.06 of the Credit Agreement.

(b) On the Termination Date, the pledge and security interest granted hereby shall terminate and all rights to the Collateral shall revert to the applicable Grantor. Upon any such termination, the Collateral Agent will, at the applicable Grantor's expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

Section 24. Execution in Counterparts. This Agreement may be executed in any number of 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 agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or by e-mail of a scanned copy shall be effective as delivery of an original executed counterpart of this Agreement.

Section 25. Governing Law(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

(b) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any of the other Loan Documents to which it is or is to be a party, or for recognition or enforcement of any judgment, and each Grantor hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State court or, to the extent permitted by Law, in such federal court. Each Grantor 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 any other Loan Document shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document in the courts of any jurisdiction.

(c) Each Grantor irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that 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 of the other Loan Documents to which it is or is to be a party in any New York State or federal court. Each Grantor hereby irrevocably waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding in any such court.

(d) EACH GRANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS, THE LOANS OR THE ACTIONS OF ANY SECURED PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

RAYOVAC CORPORATION

By /s/ James T. Lucke

Name: James T. Lucke
Title: Senior Vice President, Secretary and General Counsel

Address for Notices:
601 Rayovac Drive
Madison, WI 53711

ROVCAL, INC.

By /s/ James T. Lucke

Name: James T. Lucke
Title: Vice President and Secretary

Address for Notices:
601 Rayovac Drive
Madison, WI 53711

ROV HOLDING, INC.

By /s/ James T. Lucke

Name: James T. Lucke
Title: Secretary and Treasurer

Address for Notices:
2150 Schuetz Road
St. Louis, MO 63146

UNITED INDUSTRIES CORPORATION

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President, Secretary and General Counsel

Address for Notices:
c/o United Industries Corporation
2150 Schuetz Road
St. Louis, MO 63146

NU-GRO AMERICA CORP.

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President and Secretary

Address for Notices: c/o United Industries Corporation 2150 Schuetz Road St. Louis, MO 63146	NU-GRO US HOLDCO CORP. By /s/ Lou Laderman --------------------------------------- Name: Lou Laderman Title: Secretary
Address for Notices: c/o United Industries Corporation 2150 Schuetz Road St. Louis, MO 63146	SCHULTZ COMPANY By /s/ Lou Laderman --------------------------------------- Name: Lou Laderman Title: Vice President and Secretary
Address for Notices: c/o United Industries Corporation 2150 Schuetz Road St. Louis, MO 63146	SYLORR PLANT CORP. By /s/ Lou Laderman --------------------------------------- Name: Lou Laderman Title: Vice President and Secretary
Address for Notices: c/o United Industries Corporation 2150 Schuetz Road St. Louis, MO 63146	WPC BRANDS, INC. By /s/ Lou Laderman --------------------------------------- Name: Lou Laderman Title: Vice President and Secretary
Address for Notices: 463 Ohio Pike, Ste. 303 Cincinnati, OH 45255	UNITED PET GROUP, INC. By /s/ Lou Laderman --------------------------------------- Name: Lou Laderman Title: Vice President and Secretary
Address for Notices: c/o United Industries Corporation 2150 Schuetz Road St. Louis, MO 63146	IB NITROGEN INC. By /s/ Lou Laderman --------------------------------------- Name: Lou Laderman Title: Vice President and Secretary

Address for Notices:	NU-GRO TECHNOLOGIES, INC.
c/o United Industries Corporation 2150 Schuetz Road St. Louis, MO 63146	By /s/ Lou Laderman --------------------------------------- Name: Lou Laderman Title: Vice President and Secretary
Address for Notices:	GROUND ZERO, INC.
c/o United Industries Corporation 2150 Schuetz Road St. Louis, MO 63146	By /s/ Lou Laderman --------------------------------------- Name: Lou Laderman Title: Vice President and Secretary
Address for Notices:	DB ONLINE, LLC
463 Ohio Pike, Ste. 303 Cincinnati, OH 45255	By: United Pet Goup, Inc., its Managing Member By /s/ Lou Laderman --------------------------------------- Name: Lou Laderman Title: Vice President and Secretary
Address for Notices:	PETS `N PEOPLE, INC.
463 Ohio Pike, Ste. 303 Cincinnati, OH 45255	By /s/ Lou Laderman --------------------------------------- Name: Lou Laderman Title: Vice President and Secretary
Address for Notices:	AQ HOLDINGS, INC.
463 Ohio Pike, Ste. 303 Cincinnati, OH 45255	By /s/ Lou Laderman --------------------------------------- Name: Lou Laderman Title: Vice President and Secretary
Address for Notices:	SOUTHERN CALIFORNIA FOAM, INC.
463 Ohio Pike, Ste. 303 Cincinnati, OH 45255	By /s/ Lou Laderman --------------------------------------- Name: Lou Laderman Title: Vice President and Secretary

Address for Notices:
463 Ohio Pike, Ste. 303
Cincinnati, OH 45255

AQUARIA, INC.

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President and Secretary

Address for Notices:
463 Ohio Pike, Ste. 303
Cincinnati, OH 45255

PERFECTO HOLDING CORP.

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President and Secretary

Address for Notices:
463 Ohio Pike, Ste. 303
Cincinnati, OH 45255

AQUARIUM SYSTEMS, INC.

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President and Secretary

Address for Notices:
463 Ohio Pike, Ste. 303
Cincinnati, OH 45255

PERFECTO MANUFACTURING, INC.

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President and Secretary

Address for Notices:
463 Ohio Pike, Ste. 303
Cincinnati, OH 45255

JUNGLETALK INTERNATIONAL, INC.

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President and Secretary

Schedule I to the Security Agreement

INVESTMENT PROPERTY

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Schedule II to the Security Agreement

INTELLECTUAL PROPERTY

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Schedule III to the Security Agreement

COMMERCIAL TORT CLAIMS

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Schedule IV to the Security Agreement

LOCATION, CHIEF EXECUTIVE OFFICE, TYPE OF ORGANIZATION, JURISDICTION OF ORGANIZATION AND ORGANIZATIONAL IDENTIFICATION NUMBER

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Schedule V to the Security Agreement

CHANGES IN NAME, ETC.

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Schedule VI to the Security Agreement

LETTERS OF CREDIT

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Schedule VII to the Security Agreement

INTELLECTUAL PROPERTY MATTERS

[Omitted. A supplemental copy of this schedule will be furnished to the SEC upon request.]

Exhibit A to the Security Agreement

FORM OF SECURITY AGREEMENT SUPPLEMENT

[Omitted. A supplemental copy of this exhibit will be furnished to the SEC upon request.]

Exhibit B to the Security Agreement

FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

[Omitted. A supplemental copy of this exhibit will be furnished to the SEC upon request.]

Exhibit C to the Security Agreement

FORM OF CONSENT TO ASSIGNMENT OF LETTER OF CREDIT RIGHTS

[Omitted. A supplemental copy of this exhibit will be furnished to the SEC upon request.]

EXHIBIT 10.3

ROV GUARANTY

Dated as of February 7, 2005

From

THE ROV GUARANTORS NAMED HEREIN

and

THE ADDITIONAL ROV GUARANTORS REFERRED TO HEREIN

as ROV Guarantors

in favor of

THE SECURED PARTIES REFERRED TO IN
THE CREDIT AGREEMENT REFERRED TO HEREIN

T A B L E   O F   C O N T E N T S

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Exhibit A - ROV Guaranty Supplement

ROV GUARANTY

ROV GUARANTY dated as of February 7, 2005 made by the Persons listed on the signature pages hereof under the caption "ROV Guarantors" and the Additional ROV Guarantors (as defined in Section 8(b)) (such Persons so listed and the Additional ROV Guarantors being, collectively, the "ROV Guarantors" and, individually, each an "ROV Guarantor") in favor of the Secured Parties (as defined in the Credit Agreement referred to below).

PRELIMINARY STATEMENT. Rayovac Corporation, a Wisconsin corporation (the "U.S. Borrower"), Varta Consumer Batteries GmbH & Co. KGaA, a German partnership limited by shares (the "Euro Borrower") and Rayovac Europe Limited, a limited liability company (the "UK Borrower" and, together with the U.S. Borrower and the Euro Borrower, each a "Borrower" and collectively the "Borrowers") are party to a Fourth Amended and Restated Credit Agreement dated as of February 7, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; the capitalized terms defined therein and not otherwise defined herein being used herein as therein defined) with certain Lenders party thereto, and Bank of America, N.A., as Administrative Agent for such Lenders. Each ROV Guarantor will derive substantial direct and indirect benefits from the transactions contemplated by the Credit Agreement. It is a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuer under the Credit Agreement, the entry by the Hedge Banks into Secured Hedge Agreements and the entry by the Qualified Foreign Lenders into Qualified Foreign Credit Facilities from time to time that each ROV Guarantor shall have executed and delivered this ROV Guaranty.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make Loans and the L/C Issuer to issue Letters of Credit under the Credit Agreement, the Hedge Banks to enter into Secured Hedge Agreements and the Qualified Foreign Lenders to enter into Qualified Foreign Credit Facilities from time to time, each ROV Guarantor, jointly and severally with each other ROV Guarantor, hereby agrees as follows:

Section 1. Guaranty; Limitation of Liability. (a) Each ROV Guarantor hereby absolutely, unconditionally and irrevocably guarantees the punctual payment when due, whether at scheduled maturity or on any date of a required prepayment or by acceleration, demand or otherwise, of all Obligations of the U.S. Borrower and each other ROV Guarantor now or hereafter existing under or in respect of the Loan Documents (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of the foregoing Obligations) (such Obligations being the "ROV Guaranteed Obligations"). Without limiting the generality of the foregoing, each ROV Guarantor's liability shall extend to all amounts that constitute part of the ROV Guaranteed Obligations and would be owed by the U.S. Borrower or any ROV Guarantor to any Secured Party under or in respect of the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such other Loan Party.

(b) Each ROV Guarantor, and by its acceptance of this ROV Guaranty, the Administrative Agent and each other Secured Party, hereby confirms that it is the intention of all such Persons that this ROV Guaranty and the Obligations of each ROV Guarantor hereunder not

constitute a fraudulent transfer or conveyance for purposes of any Bankruptcy Law (as hereinafter defined), the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state Law to the extent applicable to this ROV Guaranty and the Obligations of each ROV Guarantor hereunder. To effectuate the foregoing intention, the Administrative Agent, the other Secured Parties and the ROV Guarantors hereby irrevocably agree that the Obligations of each ROV Guarantor under this ROV Guaranty at any time shall be limited to the maximum amount as will result in the Obligations of such ROV Guarantor under this ROV Guaranty not constituting a fraudulent transfer or conveyance. For purposes hereof, "Bankruptcy Law" means any proceeding of the type referred to in Section 8.01(f) of the Credit Agreement or Title 11, U.S. Code, or any similar foreign, federal or state Law for the relief of debtors.

(c) Each ROV Guarantor hereby unconditionally and irrevocably agrees that in the event any payment shall be required to be made to any Secured Party under this ROV Guaranty, such ROV Guarantor will contribute, to the maximum extent permitted by Law, such amounts to each other ROV Guarantor so as to maximize the aggregate amount of such payment to the Secured Parties under or in respect of the Loan Documents.

Section 2. Guaranty Absolute. Each ROV Guarantor guarantees that the ROV Guaranteed Obligations will be paid in accordance with the terms of the Loan Documents, regardless of any Law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of any Secured Party with respect thereto to the fullest extent permitted by applicable Law. The Obligations of each ROV Guarantor under or in respect of this ROV Guaranty are independent of the ROV Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents, and a separate action or actions may be brought and prosecuted against each ROV Guarantor to enforce this ROV Guaranty, irrespective of whether any action is brought against the U.S. Borrower or any other Loan Party or whether the U.S. Borrower or any other Loan Party is joined in any such action or actions. The liability of each ROV Guarantor under this ROV Guaranty shall be irrevocable, absolute and unconditional irrespective of, and each ROV Guarantor hereby irrevocably waives to the fullest extent permitted by applicable Law any defenses it may now have or hereafter acquire in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the ROV Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the ROV Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or any of its Subsidiaries or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral or any other collateral, or any taking, release or amendment or waiver of, or consent to departure from, any other guaranty, for all or any of the ROV Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents;

(d) any manner of application of Collateral or any other collateral, or proceeds thereof, to all or any of the ROV Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents, or any manner of sale or other disposition of any Collateral or any other collateral for all or any of the ROV Guaranteed Obligations or any other Obligations of any Loan Party under the Loan Documents or any other assets of any Loan Party or any of its Subsidiaries;

(e) any change, restructuring or termination of the corporate structure or existence of any Loan Party or any of its Subsidiaries;

(f) any failure of any Secured Party to disclose to any Loan Party any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Loan Party now or hereafter known to such Secured Party (each ROV Guarantor waiving any duty on the part of the Secured Parties to disclose such information);

(g) the failure of any other Person to execute or deliver this ROV Guaranty, any ROV Guaranty Supplement (as hereinafter defined) or any other guaranty or agreement or the release or reduction of liability of any ROV Guarantor or other guarantor or surety with respect to the ROV Guaranteed Obligations (other than in connection with the termination of this ROV Guaranty in accordance with the provisions of Section 11); or

(h) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by any Secured Party that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This ROV Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the ROV Guaranteed Obligations is rescinded or must otherwise be returned by any Secured Party or any other Person (but only to the extent that such Person has a claim against a Secured Party, or a Secured Party is liable to such Person, as a result of such rescission or return) upon the insolvency, bankruptcy or reorganization of the U.S. Borrower or any other Loan Party or otherwise, all as though such payment had not been made.

Section 3. Waivers and Acknowledgments. (a) Each ROV Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of nonperformance, default, acceleration, protest or dishonor and any other notice with respect to any of the ROV Guaranteed Obligations and this ROV Guaranty and any requirement that any Secured Party protect, secure, perfect or insure any Lien or any property subject thereto or exhaust any right or take any action against any Loan Party or any other Person or any Collateral.

(b) Each ROV Guarantor hereby unconditionally and irrevocably waives any right to revoke this ROV Guaranty and acknowledges that this ROV Guaranty is continuing in nature and applies to all ROV Guaranteed Obligations, whether existing now or in the future.

(c) Each ROV Guarantor hereby unconditionally and irrevocably waives (i) any defense arising by reason of any claim or defense based upon an election of remedies by any Secured Party that in any manner impairs, reduces, releases or otherwise adversely affects the subrogation, reimbursement, exoneration, contribution or indemnification rights of such ROV Guarantor or other rights of such ROV Guarantor to proceed against any of the other Loan Parties, any other guarantor or any other Person or any Collateral and (ii) any defense based on any right of set-off or counterclaim against or in respect of the Obligations of such ROV Guarantor hereunder.

(d) Each ROV Guarantor acknowledges that the Administrative Agent may, without notice to or demand upon such ROV Guarantor and without affecting the liability of such ROV Guarantor under this ROV Guaranty, foreclose under any mortgage by nonjudicial sale, and each ROV Guarantor hereby waives any defense to the recovery by the Administrative Agent and the other Secured Parties against such ROV Guarantor of any deficiency after such nonjudicial sale and any defense or benefits that may be afforded by applicable Law.

(e) Each ROV Guarantor hereby unconditionally and irrevocably waives any duty on the part of any Secured Party to disclose to such ROV Guarantor any matter, fact or thing relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Loan Party or any of its Subsidiaries now or hereafter known by such Secured Party.

(f) Each ROV Guarantor acknowledges that it will receive substantial direct and indirect benefits from the financing arrangements contemplated by the Loan Documents and that the waivers set forth in Section 2 and this Section 3 are knowingly made in contemplation of such benefits.

Section 4. Subrogation. Each ROV Guarantor hereby unconditionally and irrevocably agrees not to exercise any rights that it may now have or hereafter acquire against the U.S. Borrower or any other Loan Party that arise from the existence, payment, performance or enforcement of such ROV Guarantor's Obligations under or in respect of this ROV Guaranty or any other Loan Document, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of any Secured Party against the U.S. Borrower or any other Loan Party or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common Law, including, without limitation, the right to take or receive from the U.S. Borrower or any other Loan Party, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until (a) all of the ROV Guaranteed Obligations shall have been paid in full in cash (other than L/C Obligations, Obligations in respect of Secured Hedge Agreements, and Obligations in respect of Qualified Foreign Credit Facilities), (b) all Letters of Credit shall have expired or been terminated or Cash Collateralized, (c) all Secured Hedge Agreements and all Qualified Foreign Credit Facilities shall have expired or been terminated or collateral security provided in respect thereof in form and substance reasonably satisfactory to the counterparty to such Secured Hedge Agreement or the Qualified Foreign Lender under such Qualified Foreign Credit Facility, as applicable, and (d) the Commitments shall have expired or been terminated (the first date on which all of the foregoing conditions have been met being the "Termination Date"; provided,

however, that in the case of the termination or expiration of all Letters of Credit, Secured Hedge Agreements or Qualified Foreign Credit Facilities as described in clauses (b) and (c) above (and not in the case of a Cash Collateralization or collateral security being provided as described in clauses (b) and (c) above), the Termination Date shall not occur until (i) all L/C Obligations, all Obligations in respect of Secured Hedge Agreements, and all Obligations in respect of Qualified Foreign Credit Facilities (in each case, to the extent such Obligations constitute ROV Guaranteed Obligations), as applicable, shall have been paid in full in cash and (ii) all of the other conditions in clauses (a) through (d) have been met. If any amount shall be paid to any ROV Guarantor in violation of the immediately preceding sentence at any time prior to the Termination Date, such amount shall be received and held in trust for the benefit of the Secured Parties, shall be segregated from other property and funds of such ROV Guarantor and shall forthwith be paid or delivered to the Administrative Agent in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to the ROV Guaranteed Obligations, whether matured or unmatured, in accordance with the terms of the Loan Documents, or to be held as Collateral for any ROV Guaranteed Obligations thereafter arising. If any ROV Guarantor shall make payment to any Secured Party of all or any part of the ROV Guaranteed Obligations and the Termination Date shall have occurred, the Secured Parties will, at such ROV Guarantor's request and expense, execute and deliver to such ROV Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such ROV Guarantor of an interest in the ROV Guaranteed Obligations resulting from such payment made by such ROV Guarantor pursuant to this ROV Guaranty.

Section 5. Payments Free and Clear of Taxes, Etc. Any and all payments by or on account of any Obligation of any ROV Guarantor hereunder shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Other Taxes on the same terms and to the same extent that payments by the Borrowers are required to be made free and clear of Indemnified Taxes and Other Taxes pursuant to the terms of Section 3.01 of the Credit Agreement.

Section 6. Representations and Warranties. Each ROV Guarantor hereby makes each representation and warranty made in the Loan Documents by the Borrowers with respect to such ROV Guarantor and each ROV Guarantor hereby further represents and warrants as follows:

(a) There are no conditions precedent to the effectiveness of this ROV Guaranty that have not been satisfied or waived.

(b) Such ROV Guarantor has, independently and without reliance upon any Secured Party and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this ROV Guaranty and each other Loan Document to which it is or is to be a party, and such ROV Guarantor has established adequate means of obtaining from each other Loan Party on a continuing basis information pertaining to, and is now and on a continuing basis will be completely familiar with, the business, condition (financial or otherwise), operations, performance, properties and prospects of such other Loan Party.

Section 7. Covenants. Each ROV Guarantor covenants and agrees that, so long as the Termination Date shall not have occurred, such ROV Guarantor will perform and observe, and cause each of its Subsidiaries to perform and observe, all of the terms, covenants and agreements set forth in the Loan Documents on its or their part to be performed or observed or that the Borrowers have agreed to cause such ROV Guarantor or such Subsidiaries to perform or observe.

Section 8. Amendments, ROV Guaranty Supplements, Etc. (a) No amendment or waiver of any provision of this ROV Guaranty and no consent to any departure by any ROV Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed as required by Section 10.01 of the Credit Agreement and signed by the ROV Guarantors, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Upon the sale or dissolution of an ROV Guarantor or in the event that any ROV Guarantor is designated a Dormant Subsidiary, in each case, to the extent permitted in accordance with the terms of the Loan Documents, such ROV Guarantor shall be automatically released from the ROV Guaranty.

(b) Upon the execution and delivery by any Person of a guaranty supplement in substantially the form of Exhibit A hereto (each, an "ROV Guaranty Supplement"), (i) such Person shall be referred to as an "Additional ROV Guarantor" and shall become and be an ROV Guarantor hereunder, and each reference in this ROV Guaranty to an "ROV Guarantor" shall also mean and be a reference to such Additional ROV Guarantor, and each reference in any other Loan Document to an "ROV Guarantor" or a "Guarantor" shall also mean and be a reference to such Additional ROV Guarantor, and (ii) each reference herein to "this ROV Guaranty", "hereunder", "hereof" or words of like import referring to this ROV Guaranty, and each reference in any other Loan Document to the "ROV Guaranty", "thereunder", "thereof" or words of like import referring to this ROV Guaranty, shall mean and be a reference to this ROV Guaranty as supplemented by such ROV Guaranty Supplement.

Section 9. No Waiver; Remedies. No failure on the part of any Secured Party to exercise, and no delay in exercising, any right or remedy, hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by Law.

Section 10. Subordination. Each ROV Guarantor hereby subordinates any and all debts, liabilities and other obligations owed to such ROV Guarantor by each other Loan Party (the "Subordinated Obligations") to the ROV Guaranteed Obligations to the extent and in the manner hereinafter set forth in this Section 10:

(a) Prohibited Payments, Etc. Except during the continuance of an Event of Default (including the commencement and continuation of any proceeding under any Bankruptcy Law relating to any other Loan Party), each ROV Guarantor may receive regularly scheduled payments from any other Loan Party on account of the Subordinated Obligations. After the occurrence and during the continuance of any Event of Default (including the commencement and continuation of any proceeding under any Bankruptcy

Law relating to any other Loan Party) that has not been waived in accordance with Section 10.01 of the Credit Agreement, no ROV Guarantor shall demand, accept or take any action to collect any payment on account of the Subordinated Obligations.

(b) Prior Payment of ROV Guaranteed Obligations. In any proceeding under any Bankruptcy Law relating to any other Loan Party, each ROV Guarantor consents to the Secured Parties receiving payment in full in cash of all ROV Guaranteed Obligations (including all interest and expenses accruing after the commencement of a proceeding under any Bankruptcy Law, whether or not constituting an allowed claim in such proceeding ("Post Petition Interest")) before such ROV Guarantor receives payment of any Subordinated Obligations.

(c) Turn-Over. After the occurrence and during the continuance of an Event of Default (including the commencement and continuation of any proceeding under any Bankruptcy Law relating to any other Loan Party), each ROV Guarantor shall, if the Administrative Agent so requests, collect, enforce and receive payments on account of the Subordinated Obligations as trustee for the Secured Parties and deliver such payments to the Administrative Agent on account of the ROV Guaranteed Obligations (including all Post Petition Interest), together with any necessary endorsements or other instruments of transfer, but without reducing or affecting in any manner the liability of such ROV Guarantor under the other provisions of this ROV Guaranty.

(d) Administrative Agent Authorization. After the occurrence and during the continuance of an Event of Default (including the commencement and continuation of any proceeding under any Bankruptcy Law relating to any other Loan Party), the Administrative Agent is authorized and empowered (but without any obligation to so do), in its discretion, (i) in the name of each ROV Guarantor, to collect and enforce, and to submit claims in respect of, Subordinated Obligations and to apply any amounts received thereon to the ROV Guaranteed Obligations (including any and all Post Petition Interest), and (ii) to require each ROV Guarantor (A) to collect and enforce, and to submit claims in respect of, Subordinated Obligations and (B) to pay any amounts received on such obligations to the Administrative Agent for application to the ROV Guaranteed Obligations (including any and all Post Petition Interest).

Section 11. Continuing Guaranty; Assignments under the Credit Agreement. This ROV Guaranty is a continuing guaranty and shall (a) remain in full force and effect until the Termination Date, (b) be binding upon each ROV Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Secured Parties and their successors, transferees and assigns. Without limiting the generality of clause (c) of the immediately preceding sentence, any Secured Party may assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement (including, without limitation, all or any portion of its Commitments, the Loans owing to it and any Note or Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Secured Party herein or otherwise, in each case as and to the extent provided in Section 10.06 of the Credit Agreement. No ROV Guarantor shall have the right to assign its rights hereunder or any interest herein without the prior written consent of the Secured Parties.

Section 12. Execution in Counterparts. This ROV Guaranty and each amendment, waiver and consent with respect hereto may be executed in any number of counterparts and by different parties thereto 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 agreement. Delivery of an executed counterpart of a signature page to this ROV Guaranty by telecopy or by an electronically mailed scanned copy shall be effective as delivery of an original executed counterpart of this ROV Guaranty.

Section 13. Governing Law; Jurisdiction; Waiver of Jury Trial, Etc. (a) This ROV Guaranty shall be governed by, and construed in accordance with, the Laws of the State of New York.

(b) Each ROV Guarantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this ROV Guaranty or any of the other Loan Documents to which it is or is to be a party, or for recognition or enforcement of any judgment, and each ROV Guarantor hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State court or, to the extent permitted by Law, in such federal court. Each ROV Guarantor 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 ROV Guaranty or any other Loan Document shall affect any right that any party may otherwise have to bring any action or proceeding relating to this ROV Guaranty or any other Loan Document in the courts of any jurisdiction.

(c) Each ROV Guarantor irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this ROV Guaranty or any of the other Loan Documents to which it is or is to be a party in any New York State or federal court. Each ROV Guarantor hereby irrevocably waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding in any such court.

(d) EACH ROV GUARANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS, THE LOANS OR THE ACTIONS OF ANY SECURED PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

IN WITNESS WHEREOF, each ROV Guarantor has caused this ROV Guaranty to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ROV HOLDING, INC.

By /s/ James T. Lucke

Name: James T. Lucke
Title: Secretary and Treasurer

ROVCAL, INC.

By /s/ James T. Lucke

Name: James T. Lucke
Title: Vice President and Secretary

UNITED INDUSTRIES CORPORATION

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President, Secretary and General Counsel

NU-GRO AMERICA CORP.

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President and Secretary

NU-GRO US HOLDCO CORP.

By /s/ Lou Laderman

Name: Lou Laderman
Title: Secretary

NU-GRO TECHNOLOGIES, INC.

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President and Secretary

IB NITROGEN INC.

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President and Secretary

SCHULTZ COMPANY

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President and Secretary

GROUND ZERO, INC.

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President and Secretary

SYLORR PLANT CORP.

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President and Secretary

WPC BRANDS, INC.

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President and Secretary

UNITED PET GROUP, INC.

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President and Secretary

AQ HOLDINGS, INC.

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President and Secretary

PERFECTO HOLDING CORP.

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President and Secretary

AQUARIUM SYSTEMS, INC.

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President and Secretary

PERFECTO MANUFACTURING, INC.

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President and Secretary

JUNGLETALK INTERNATIONAL, INC.

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President and Secretary

PETS 'N PEOPLE, INC.

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President and Secretary

SOUTHERN CALIFORNIA FOAM, INC.

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President and Secretary

AQUARIA, INC.

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President and Secretary

DB ONLINE, LLC
By: United Pet Goup, Inc., its Managing Member

By /s/ Lou Laderman

Name: Lou Laderman
Title: Vice President and Secretary

EXHIBIT A

ROV GUARANTY SUPPLEMENT

[Omitted. A supplemental copy of this exhibit will be furnished to the SEC upon request.]

EXHIBIT 10.4

KGaA GUARANTY

Dated as of February 7, 2005

From

THE KGaA GUARANTORS NAMED HEREIN

and

THE ADDITIONAL KGaA GUARANTORS REFERRED TO HEREIN

as KGaA Guarantors

in favor of

THE LENDERS REFERRED TO IN
THE CREDIT AGREEMENT REFERRED TO HEREIN

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Exhibit A - KGaA Guaranty Supplement

KGaA GUARANTY

KGaA GUARANTY dated as of February 7, 2005 made by the Persons listed on the signature pages hereof under the caption "KGaA Guarantors" and the Additional KGaA Guarantors (as defined in Section 8(b)) (such Persons so listed and the Additional KGaA Guarantors being, collectively, the "KGaA Guarantors" and, individually, each a "KGaA Guarantor") in favor of the Lenders (as defined in the Credit Agreement referred to below).

PRELIMINARY STATEMENT. Rayovac Corporation, a Wisconsin corporation (the "U.S. Borrower"), Varta Consumer BatteriesGmbH & Co. KGaA, a German partnership limited by shares (the "Euro Borrower") and Rayovac Europe Limited, a limited liability company (the "UK Borrower" and, together with the U.S. Borrower and the Euro Borrower, each a "Borrower" and collectively the "Borrowers") are party to a Fourth Amended and Restated Credit Agreement dated as of February 7, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; the capitalized terms defined therein and not otherwise defined herein being used herein as therein defined) with certain Lenders party thereto, and Bank of America, N.A., as Administrative Agent for such Lenders. Each KGaA Guarantor will derive substantial direct and indirect benefits from the transactions contemplated by the Credit Agreement. It is a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuer under the Credit Agreement from time to time that each KGaA Guarantor shall have executed and delivered this KGaA Guaranty.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make Loans and the L/C Issuer to issue Letters of Credit under the Credit Agreement from time to time, each KGaA Guarantor, jointly and severally with each other KGaA Guarantor, hereby agrees as follows:

Section 1. Guaranty; Limitation of Liability. (a) Each KGaA Guarantor hereby absolutely, unconditionally and irrevocably guarantees the punctual payment when due, whether at scheduled maturity or on any date of a required prepayment or by acceleration, demand or otherwise, of all Obligations of the Euro Borrower now or hereafter existing under or in respect of the Loan Documents (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of the foregoing Obligations) (such Obligations being the "KGaA Guaranteed Obligations"); provided, however, that for purposes of this KGaA Guaranty, the term "Loan Documents" shall not include (i) any agreement evidencing or Guaranteeing a Qualified Foreign Credit Facility or (ii) any Secured Hedge Agreement. Without limiting the generality of the foregoing, each KGaA Guarantor's liability shall extend to all amounts that constitute part of the KGaA Guaranteed Obligations and would be owed by the Euro Borrower to any Lender under or in respect of the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such other Loan Party.

(b) Each KGaA Guarantor, and by its acceptance of this KGaA Guaranty, the Administrative Agent and each other Lender, hereby confirms that it is the intention of all such Persons that this KGaA Guaranty and the Obligations of each KGaA Guarantor hereunder not constitute a fraudulent transfer or conveyance for purposes of any Bankruptcy Law (as

hereinafter defined), the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state Law to the extent applicable to this KGaA Guaranty and the Obligations of each KGaA Guarantor hereunder. To effectuate the foregoing intention, the Administrative Agent, the other Lenders and the KGaA Guarantors hereby irrevocably agree that the Obligations of each KGaA Guarantor under this KGaA Guaranty at any time shall be limited to the maximum amount as will result in the Obligations of such KGaA Guarantor under this KGaA Guaranty not constituting a fraudulent transfer or conveyance. For purposes hereof, "Bankruptcy Law" means any proceeding of the type referred to in Section 8.01(f) of the Credit Agreement or Title 11, U.S. Code, or any similar foreign, federal or state Law for the relief of debtors.

Section 2. Guaranty Absolute. Each KGaA Guarantor guarantees that the KGaA Guaranteed Obligations will be paid in accordance with the terms of the Loan Documents, regardless of any Law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of any Lender with respect thereto to the fullest extent permitted by applicable Law. The Obligations of each KGaA Guarantor under or in respect of this KGaA Guaranty are independent of the KGaA Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents, and a separate action or actions may be brought and prosecuted against each KGaA Guarantor to enforce this KGaA Guaranty, irrespective of whether any action is brought against the Euro Borrower or any other Loan Party or whether the Euro Borrower or any other Loan Party is joined in any such action or actions. The liability of each KGaA Guarantor under this KGaA Guaranty shall be irrevocable, absolute and unconditional irrespective of, and each KGaA Guarantor hereby irrevocably waives to the fullest extent permitted by applicable Law any defenses it may now have or hereafter acquire in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the KGaA Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the KGaA Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or any of its Subsidiaries or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral or any other collateral, or any taking, release or amendment or waiver of, or consent to departure from, any other guaranty, for all or any of the KGaA Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents;

(d) any manner of application of Collateral or any other collateral, or proceeds thereof, to all or any of the KGaA Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents, or any manner of sale or other disposition of any Collateral or any other collateral for all or any of the KGaA Guaranteed Obligations or any other Obligations of any Loan Party under the Loan Documents or any other assets of any Loan Party or any of its Subsidiaries;

(e) any change, restructuring or termination of the corporate structure or existence of any Loan Party or any of its Subsidiaries;

(f) any failure of any Lender to disclose to any Loan Party any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Loan Party now or hereafter known to such Lender (each KGaA Guarantor waiving any duty on the part of the Lenders to disclose such information);

(g) the failure of any other Person to execute or deliver this KGaA Guaranty, any KGaA Guaranty Supplement (as hereinafter defined) or any other guaranty or agreement or the release or reduction of liability of any KGaA Guarantor or other guarantor or surety with respect to the KGaA Guaranteed Obligations (other than in connection with the termination of this KGaA Guaranty in accordance with the provisions of Section 11); or

(h) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by any Lender that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This KGaA Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the KGaA Guaranteed Obligations is rescinded or must otherwise be returned by any Lender or any other Person (but only to the extent that such Person has a claim against a Lender, or a Lender is liable to such Person, as a result of such rescission or return) upon the insolvency, bankruptcy or reorganization of the Euro Borrower or any other Loan Party or otherwise, all as though such payment had not been made.

Section 3. Waivers and Acknowledgments. (a) Each KGaA Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of nonperformance, default, acceleration, protest or dishonor and any other notice with respect to any of the KGaA Guaranteed Obligations and this KGaA Guaranty and any requirement that any Lender protect, secure, perfect or insure any Lien or any property subject thereto or exhaust any right or take any action against any Loan Party or any other Person or any Collateral.

(b) Each KGaA Guarantor hereby unconditionally and irrevocably waives any right to revoke this KGaA Guaranty and acknowledges that this KGaA Guaranty is continuing in nature and applies to all KGaA Guaranteed Obligations, whether existing now or in the future.

(c) Each KGaA Guarantor hereby unconditionally and irrevocably waives (i) any defense arising by reason of any claim or defense based upon an election of remedies by any Lender that in any manner impairs, reduces, releases or otherwise adversely affects the subrogation, reimbursement, exoneration, contribution or indemnification rights of such KGaA Guarantor or other rights of such KGaA Guarantor to proceed against any of the other Loan Parties, any other guarantor or any other Person or any Collateral and (ii) any defense based on

any right of set-off or counterclaim against or in respect of the Obligations of such KGaA Guarantor hereunder.

(d) Each KGaA Guarantor acknowledges that the Administrative Agent may, without notice to or demand upon such KGaA Guarantor and without affecting the liability of such KGaA Guarantor under this KGaA Guaranty, foreclose under any mortgage by nonjudicial sale, and each KGaA Guarantor hereby waives any defense to the recovery by the Administrative Agent and the other Lenders against such KGaA Guarantor of any deficiency after such nonjudicial sale and any defense or benefits that may be afforded by applicable Law.

(e) Each KGaA Guarantor hereby unconditionally and irrevocably waives any duty on the part of any Lender to disclose to such KGaA Guarantor any matter, fact or thing relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Loan Party or any of its Subsidiaries now or hereafter known by such Lender.

(f) Each KGaA Guarantor acknowledges that it will receive substantial direct and indirect benefits from the financing arrangements contemplated by the Loan Documents and that the waivers set forth in Section 2 and this Section 3 are knowingly made in contemplation of such benefits.

Section 4. Subrogation. Each KGaA Guarantor hereby unconditionally and irrevocably agrees not to exercise any rights that it may now have or hereafter acquire against the Euro Borrower or any other Loan Party that arise from the existence, payment, performance or enforcement of such KGaA Guarantor's Obligations under or in respect of this KGaA Guaranty or any other Loan Document, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of any Lender against the Euro Borrower or any other Loan Party or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common Law, including, without limitation, the right to take or receive from the Subsidiary Borrower or any other Loan Party, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until (a) all of the KGaA Guaranteed Obligations shall have been paid in full in cash (other than L/C Obligations), (b) all Letters of Credit shall have expired or been terminated or Cash Collateralized and (c) the Commitments shall have expired or been terminated (the first date on which all of the foregoing conditions have been met being the "Termination Date"); provided, however, that in the case of the termination or expiration of all Letters of Credit, as described in clause (b) above (and not in the case of a Cash Collateralization as described in clause (b) above), the Termination Date shall not occur until (i) all L/C Obligations, to the extent such Obligations constitute KGaA Guaranteed Obligations, shall have been paid in full in cash and (ii) all of the other conditions in clauses (a) through (c) have been met. If any amount shall be paid to any KGaA Guarantor in violation of the immediately preceding sentence at any time prior to the Termination Date, such amount shall be received and held in trust for the benefit of the Lenders, shall be segregated from other property and funds of such KGaA Guarantor and shall forthwith be paid or delivered to the Administrative Agent in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to the KGaA Guaranteed Obligations, whether matured or unmatured, in accordance with the terms of the Loan

Documents, or to be held as Collateral for any KGaA Guaranteed Obligations thereafter arising. If any KGaA Guarantor shall make payment to any Lender of all or any part of the KGaA Guaranteed Obligations and the Termination Date shall have occurred, the Lenders will, at such KGaA Guarantor's request and expense, execute and deliver to such KGaA Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such KGaA Guarantor of an interest in the KGaA Guaranteed Obligations resulting from such payment made by such KGaA Guarantor pursuant to this KGaA Guaranty.

Section 5. Payments Free and Clear of Taxes, Etc. Any and all payments by or on account of any Obligation of any KGaA Guarantor hereunder shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Other Taxes on the same terms and to the same extent that payments by the Borrowers are required to be made free and clear of Indemnified Taxes and Other Taxes pursuant to the terms of Section 3.01 of the Credit Agreement.

Section 6. Representations and Warranties. Each KGaA Guarantor hereby makes each representation and warranty made in the Loan Documents by the Borrowers with respect to such KGaA Guarantor and each KGaA Guarantor hereby further represents and warrants as follows:

(a) There are no conditions precedent to the effectiveness of this KGaA Guaranty that have not been satisfied or waived.

(b) Such KGaA Guarantor has, independently and without reliance upon any Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this KGaA Guaranty and each other Loan Document to which it is or is to be a party, and such KGaA Guarantor has established adequate means of obtaining from each other Loan Party on a continuing basis information pertaining to, and is now and on a continuing basis will be completely familiar with, the business, condition (financial or otherwise), operations, performance, properties and prospects of such other Loan Party.

Section 7. Covenants. Each KGaA Guarantor covenants and agrees that, so long as the Termination Date shall not have occurred, such KGaA Guarantor will perform and observe, and cause each of its Subsidiaries to perform and observe, all of the terms, covenants and agreements set forth in the Loan Documents on its or their part to be performed or observed or that the Borrowers have agreed to cause such KGaA Guarantor or such Subsidiaries to perform or observe.

Section 8. Amendments, KGaA Guaranty Supplements, Etc. (a) No amendment or waiver of any provision of this KGaA Guaranty and no consent to any departure by any KGaA Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed as required by Section 10.01 of the Credit Agreement and signed by the KGaA Guarantors, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Upon the sale or dissolution of a KGaA Guarantor or in the event that any KGaA Guarantor is designated a Dormant Subsidiary, in each case, to the

extent permitted in accordance with the terms of the Loan Documents, such KGaA Guarantor shall be automatically released from the KGaA Guaranty.

(b) Upon the execution and delivery by any Person of a guaranty supplement in substantially the form of Exhibit A hereto (each, a "KGaA Guaranty Supplement"), (i) such Person shall be referred to as an "Additional KGaA Guarantor" and shall become and be a KGaA Guarantor hereunder, and each reference in this KGaA Guaranty to a "KGaA Guarantor" shall also mean and be a reference to such Additional KGaA Guarantor, and each reference in any other Loan Document to a "KGaA Guarantor" or a "Guarantor" shall also mean and be a reference to such Additional KGaA Guarantor, and (ii) each reference herein to "this KGaA Guaranty", "hereunder", "hereof" or words of like import referring to this KGaA Guaranty, and each reference in any other Loan Document to the "KGaA Guaranty", "thereunder", "thereof" or words of like import referring to this KGaA Guaranty, shall mean and be a reference to this KGaA Guaranty as supplemented by such KGaA Guaranty Supplement.

Section 9. No Waiver; Remedies. No failure on the part of any Lender to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by Law.

Section 10. Subordination. Each KGaA Guarantor hereby subordinates any and all debts, liabilities and other obligations owed to such KGaA Guarantor by each other Loan Party (the "Subordinated Obligations") to the KGaA Guaranteed Obligations to the extent and in the manner hereinafter set forth in this Section 10:

(a) Prohibited Payments, Etc. Except during the continuance of an Event of Default (including the commencement and continuation of any proceeding under any Bankruptcy Law relating to any other Loan Party), each KGaA Guarantor may receive regularly scheduled payments from any other Loan Party on account of the Subordinated Obligations. After the occurrence and during the continuance of any Event of Default (including the commencement and continuation of any proceeding under any Bankruptcy Law relating to any other Loan Party) that has not been waived in accordance with Section 10.01 of the Credit Agreement, no KGaA Guarantor shall demand, accept or take any action to collect any payment on account of the Subordinated Obligations.

(b) Prior Payment of KGaA Guaranteed Obligations. In any proceeding under any Bankruptcy Law relating to any other Loan Party, each KGaA Guarantor consents to the Lenders receiving payment in full in cash of all KGaA Guaranteed Obligations (including all interest and expenses accruing after the commencement of a proceeding under any Bankruptcy Law, whether or not constituting an allowed claim in such proceeding ("Post Petition Interest")) before such KGaA Guarantor receives payment of any Subordinated Obligations.

(c) Turn-Over. After the occurrence and during the continuance of an Event of Default (including the commencement and continuation of any proceeding under any

Bankruptcy Law relating to any other Loan Party), each KGaA Guarantor shall, if the Administrative Agent so requests, collect, enforce and receive payments on account of the Subordinated Obligations as trustee for the Lenders and deliver such payments to the Administrative Agent on account of the KGaA Guaranteed Obligations (including all Post Petition Interest), together with any necessary endorsements or other instruments of transfer, but without reducing or affecting in any manner the liability of such KGaA Guarantor under the other provisions of this KGaA Guaranty.

(d) Administrative Agent Authorization. After the occurrence and during the continuance of an Event of Default (including the commencement and continuation of any proceeding under any Bankruptcy Law relating to any other Loan Party), the Administrative Agent is authorized and empowered (but without any obligation to so do), in its discretion, (i) in the name of each KGaA Guarantor, to collect and enforce, and to submit claims in respect of, Subordinated Obligations and to apply any amounts received thereon to the KGaA Guaranteed Obligations (including any and all Post Petition Interest), and (ii) to require each KGaA Guarantor (A) to collect and enforce, and to submit claims in respect of, Subordinated Obligations and (B) to pay any amounts received on such obligations to the Administrative Agent for application to the KGaA Guaranteed Obligations (including any and all Post Petition Interest).

Section 11. Continuing Guaranty; Assignments under the Credit Agreement. This KGaA Guaranty is a continuing guaranty and shall (a) remain in full force and effect until the Termination Date, (b) be binding upon each KGaA Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Lenders and their successors, transferees and assigns. Without limiting the generality of clause (c) of the immediately preceding sentence, any Lender may assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement (including, without limitation, all or any portion of its Commitments, the Loans owing to it and any Note or Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, in each case as and to the extent provided in Section 10.06 of the Credit Agreement. No KGaA Guarantor shall have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lenders.

Section 12. Execution in Counterparts. This KGaA Guaranty and each amendment, waiver and consent with respect hereto may be executed in any number of counterparts and by different parties thereto 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 agreement. Delivery of an executed counterpart of a signature page to this KGaA Guaranty by telecopy or by an electronically mailed scanned copy shall be effective as delivery of an original executed counterpart of this KGaA Guaranty.

Section 13. Governing Law; Jurisdiction; Waiver of Jury Trial, Etc. (a) This KGaA Guaranty shall be governed by, and construed in accordance with, the Laws of the State of New York.

(b) Each KGaA Guarantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or federal

court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this KGaA Guaranty or any of the other Loan Documents to which it is or is to be a party, or for recognition or enforcement of any judgment, and each KGaA Guarantor hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State court or, to the extent permitted by Law, in such federal court. Each KGaA Guarantor 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 KGaA Guaranty or any other Loan Document shall affect any right that any party may otherwise have to bring any action or proceeding relating to this KGaA Guaranty or any other Loan Document in the courts of any jurisdiction.

(c) Each KGaA Guarantor irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this KGaA Guaranty or any of the other Loan Documents to which it is or is to be a party in any New York State or federal court. Each KGaA Guarantor hereby irrevocably waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding in any such court.

(d) EACH KGAA GUARANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS, THE LOANS OR THE ACTIONS OF ANY LENDER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

IN WITNESS WHEREOF, each KGaA Guarantor has caused this KGaA Guaranty to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

RAYOVAC CORPORATION

By /s/ James T. Lucke
Name: James T. Lucke
Title: Senior Vice President, Secretary and General Counsel

ROV INTERNATIONAL FINANCE COMPANY

By /s/ James T. Lucke
Name: James T. Lucke
Title: Secretary and Treasurer

RAYOVAC EUROPE GmbH

By /s/ Andreas Rouve
Name: Andreas Rouve
Title: Chief Financial Officer

By /s/ Remy Burel
Name: Remy Burel
Title: Chief Executive Officer

ROV GERMAN GENERAL PARTNER GmbH

By /s/ Andreas Rouve
Name: Andreas Rouve
Title: Chief Financial Officer

By /s/ Remy Burel
Name: Remy Burel
Title: Chief Executive Officer

ROV GERMAN LIMITED GmbH

By /s/ Andreas Rouve
Name: Andreas Rouve
Title: Chief Financial Officer

By /s/ Remy Burel
Name: Remy Burel
Title: Chief Executive Officer

EXHIBIT A

KGaA GUARANTY SUPPLEMENT

[Omitted. A supplemental copy of this exhibit will be furnished to the SEC upon request.]

EXHIBIT 10.5

UK GUARANTY

Dated as of February 7, 2005

From

THE UK GUARANTORS NAMED HEREIN

and

THE ADDITIONAL UK GUARANTORS REFERRED TO HEREIN

as UK Guarantors

in favor of

THE LENDERS REFERRED TO IN
THE CREDIT AGREEMENT REFERRED TO HEREIN

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Exhibit A - UK Guaranty Supplement

UK GUARANTY

UK GUARANTY dated as of February 7, 2005 made by the Persons listed on the signature pages hereof under the caption "UK Guarantors" and the Additional UK Guarantors (as defined in Section 8(b)) (such Persons so listed and the Additional UK Guarantors being, collectively, the "UK Guarantors" and, individually, each a "UK Guarantor") in favor of the Lenders (as defined in the Credit Agreement referred to below).

PRELIMINARY STATEMENT. Rayovac Corporation, a Wisconsin corporation (the "U.S. Borrower"), Varta Consumer BatteriesGmbH & Co. UK, a German partnership limited by shares (the "Euro Borrower") and Rayovac Europe Limited, a limited liability company (the "UK Borrower" and, together with the U.S. Borrower and the Euro Borrower, each a "Borrower" and collectively the "Borrowers") are party to a Fourth Amended and Restated Credit Agreement dated as of February 7, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; the capitalized terms defined therein and not otherwise defined herein being used herein as therein defined) with certain Lenders party thereto, and Bank of America, N.A., as Administrative Agent for such Lenders. Each UK Guarantor will derive substantial direct and indirect benefits from the transactions contemplated by the Credit Agreement. It is a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuer under the Credit Agreement from time to time that each UK Guarantor shall have executed and delivered this UK Guaranty.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make Loans and the L/C Issuer to issue Letters of Credit under the Credit Agreement from time to time, each UK Guarantor, jointly and severally with each other UK Guarantor, hereby agrees as follows:

Section 1. Guaranty; Limitation of Liability. (a) Each UK Guarantor hereby absolutely, unconditionally and irrevocably guarantees the punctual payment when due, whether at scheduled maturity or on any date of a required prepayment or by acceleration, demand or otherwise, of all Obligations of the UK Borrower now or hereafter existing under or in respect of the Loan Documents (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of the foregoing Obligations) (such Obligations being the "UK Guaranteed Obligations"); provided, however, that for purposes of this UK Guaranty, the term "Loan Documents" shall not include (i) any agreement evidencing or Guaranteeing a Qualified Foreign Credit Facility or (ii) any Secured Hedge Agreement. Without limiting the generality of the foregoing, each UK Guarantor's liability shall extend to all amounts that constitute part of the UK Guaranteed Obligations and would be owed by the UK Borrower to any Lender under or in respect of the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such other Loan Party.

(b) Each UK Guarantor, and by its acceptance of this UK Guaranty, the Administrative Agent and each other Lender, hereby confirms that it is the intention of all such Persons that this UK Guaranty and the Obligations of each UK Guarantor hereunder not constitute a fraudulent transfer or conveyance for purposes of any Bankruptcy Law (as

hereinafter defined), the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state Law to the extent applicable to this UK Guaranty and the Obligations of each UK Guarantor hereunder. To effectuate the foregoing intention, the Administrative Agent, the other Lenders and the UK Guarantors hereby irrevocably agree that the Obligations of each UK Guarantor under this UK Guaranty at any time shall be limited to the maximum amount as will result in the Obligations of such UK Guarantor under this UK Guaranty not constituting a fraudulent transfer or conveyance. For purposes hereof, "Bankruptcy Law" means any proceeding of the type referred to in Section 8.01(f) of the Credit Agreement or Title 11, U.S. Code, or any similar foreign, federal or state Law for the relief of debtors.

Section 2. Guaranty Absolute. Each UK Guarantor guarantees that the UK Guaranteed Obligations will be paid in accordance with the terms of the Loan Documents, regardless of any Law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of any Lender with respect thereto to the fullest extent permitted by applicable Law. The Obligations of each UK Guarantor under or in respect of this UK Guaranty are independent of the UK Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents, and a separate action or actions may be brought and prosecuted against each UK Guarantor to enforce this UK Guaranty, irrespective of whether any action is brought against the UK Borrower or any other Loan Party or whether the UK Borrower or any other Loan Party is joined in any such action or actions. The liability of each UK Guarantor under this UK Guaranty shall be irrevocable, absolute and unconditional irrespective of, and each UK Guarantor hereby irrevocably waives to the fullest extent permitted by applicable Law any defenses it may now have or hereafter acquire in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the UK Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the UK Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or any of its Subsidiaries or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral or any other collateral, or any taking, release or amendment or waiver of, or consent to departure from, any other guaranty, for all or any of the UK Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents;

(d) any manner of application of Collateral or any other collateral, or proceeds thereof, to all or any of the UK Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents, or any manner of sale or other disposition of any Collateral or any other collateral for all or any of the UK Guaranteed Obligations or any other Obligations of any Loan Party under the Loan Documents or any other assets of any Loan Party or any of its Subsidiaries;

(e) any change, restructuring or termination of the corporate structure or existence of any Loan Party or any of its Subsidiaries;

(f) any failure of any Lender to disclose to any Loan Party any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Loan Party now or hereafter known to such Lender (each UK Guarantor waiving any duty on the part of the Lenders to disclose such information);

(g) the failure of any other Person to execute or deliver this UK Guaranty, any UK Guaranty Supplement (as hereinafter defined) or any other guaranty or agreement or the release or reduction of liability of any UK Guarantor or other guarantor or surety with respect to the UK Guaranteed Obligations (other than in connection with the termination of this UK Guaranty in accordance with the provisions of Section 11); or

(h) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by any Lender that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This UK Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the UK Guaranteed Obligations is rescinded or must otherwise be returned by any Lender or any other Person (but only to the extent that such Person has a claim against a Lender, or a Lender is liable to such Person, as a result of such rescission or return) upon the insolvency, bankruptcy or reorganization of the UK Borrower or any other Loan Party or otherwise, all as though such payment had not been made.

Section 3. Waivers and Acknowledgments. (a) Each UK Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of nonperformance, default, acceleration, protest or dishonor and any other notice with respect to any of the UK Guaranteed Obligations and this UK Guaranty and any requirement that any Lender protect, secure, perfect or insure any Lien or any property subject thereto or exhaust any right or take any action against any Loan Party or any other Person or any Collateral.

(b) Each UK Guarantor hereby unconditionally and irrevocably waives any right to revoke this UK Guaranty and acknowledges that this UK Guaranty is continuing in nature and applies to all UK Guaranteed Obligations, whether existing now or in the future.

(c) Each UK Guarantor hereby unconditionally and irrevocably waives (i) any defense arising by reason of any claim or defense based upon an election of remedies by any Lender that in any manner impairs, reduces, releases or otherwise adversely affects the subrogation, reimbursement, exoneration, contribution or indemnification rights of such UK Guarantor or other rights of such UK Guarantor to proceed against any of the other Loan Parties, any other guarantor or any other Person or any Collateral and (ii) any defense based on any right of set-off or counterclaim against or in respect of the Obligations of such UK Guarantor hereunder.

(d) Each UK Guarantor acknowledges that the Administrative Agent may, without notice to or demand upon such UK Guarantor and without affecting the liability of such UK Guarantor under this UK Guaranty, foreclose under any mortgage by nonjudicial sale, and each UK Guarantor hereby waives any defense to the recovery by the Administrative Agent and the other Lenders against such UK Guarantor of any deficiency after such nonjudicial sale and any defense or benefits that may be afforded by applicable Law.

(e) Each UK Guarantor hereby unconditionally and irrevocably waives any duty on the part of any Lender to disclose to such UK Guarantor any matter, fact or thing relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Loan Party or any of its Subsidiaries now or hereafter known by such Lender.

(f) Each UK Guarantor acknowledges that it will receive substantial direct and indirect benefits from the financing arrangements contemplated by the Loan Documents and that the waivers set forth in Section 2 and this Section 3 are knowingly made in contemplation of such benefits.

Section 4. Subrogation. Each UK Guarantor hereby unconditionally and irrevocably agrees not to exercise any rights that it may now have or hereafter acquire against the UK Borrower or any other Loan Party that arise from the existence, payment, performance or enforcement of such UK Guarantor's Obligations under or in respect of this UK Guaranty or any other Loan Document, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of any Lender against the UK Borrower or any other Loan Party or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common Law, including, without limitation, the right to take or receive from the Subsidiary Borrower or any other Loan Party, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until (a) all of the UK Guaranteed Obligations shall have been paid in full in cash (other than L/C Obligations), (b) all Letters of Credit shall have expired or been terminated or Cash Collateralized and (c) the Commitments shall have expired or been terminated (the first date on which all of the foregoing conditions have been met being the "Termination Date"); provided, however, that in the case of the termination or expiration of all Letters of Credit, as described in clause (b) above (and not in the case of a Cash Collateralization as described in clause (b) above), the Termination Date shall not occur until (i) all L/C Obligations, to the extent such Obligations constitute UK Guaranteed Obligations, shall have been paid in full in cash and (ii) all of the other conditions in clauses (a) through (c) have been met. If any amount shall be paid to any UK Guarantor in violation of the immediately preceding sentence at any time prior to the Termination Date, such amount shall be received and held in trust for the benefit of the Lenders, shall be segregated from other property and funds of such UK Guarantor and shall forthwith be paid or delivered to the Administrative Agent in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to the UK Guaranteed Obligations, whether matured or unmatured, in accordance with the terms of the Loan Documents, or to be held as Collateral for any UK Guaranteed Obligations thereafter arising. If any UK Guarantor shall make payment to any Lender of all or any part of the UK Guaranteed Obligations and the Termination Date shall have occurred, the Lenders will, at such UK Guarantor's request and expense, execute and deliver to

such UK Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such UK Guarantor of an interest in the UK Guaranteed Obligations resulting from such payment made by such UK Guarantor pursuant to this UK Guaranty.

Section 5. Payments Free and Clear of Taxes, Etc. Any and all payments by or on account of any Obligation of any UK Guarantor hereunder shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Other Taxes on the same terms and to the same extent that payments by the Borrowers are required to be made free and clear of Indemnified Taxes and Other Taxes pursuant to the terms of Section 3.01 of the Credit Agreement.

Section 6. Representations and Warranties. Each UK Guarantor hereby makes each representation and warranty made in the Loan Documents by the Borrowers with respect to such UK Guarantor and each UK Guarantor hereby further represents and warrants as follows:

(a) There are no conditions precedent to the effectiveness of this UK Guaranty that have not been satisfied or waived.

(b) Such UK Guarantor has, independently and without reliance upon any Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this UK Guaranty and each other Loan Document to which it is or is to be a party, and such UK Guarantor has established adequate means of obtaining from each other Loan Party on a continuing basis information pertaining to, and is now and on a continuing basis will be completely familiar with, the business, condition (financial or otherwise), operations, performance, properties and prospects of such other Loan Party.

Section 7. Covenants. Each UK Guarantor covenants and agrees that, so long as the Termination Date shall not have occurred, such UK Guarantor will perform and observe, and cause each of its Subsidiaries to perform and observe, all of the terms, covenants and agreements set forth in the Loan Documents on its or their part to be performed or observed or that the Borrowers have agreed to cause such UK Guarantor or such Subsidiaries to perform or observe.

Section 8. Amendments, UK Guaranty Supplements, Etc. (a) No amendment or waiver of any provision of this UK Guaranty and no consent to any departure by any UK Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed as required by Section 10.01 of the Credit Agreement and signed by the UK Guarantors, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Upon the sale or dissolution of a UK Guarantor or in the event that any UK Guarantor is designated a Dormant Subsidiary, in each case, to the extent permitted in accordance with the terms of the Loan Documents, such UK Guarantor shall be automatically released from the UK Guaranty.

(b) Upon the execution and delivery by any Person of a guaranty supplement in substantially the form of Exhibit A hereto (each, a "UK Guaranty Supplement"), (i) such Person shall be referred to as an "Additional UK Guarantor" and shall become and be a UK

Guarantor hereunder, and each reference in this UK Guaranty to a "UK Guarantor" shall also mean and be a reference to such Additional UK Guarantor, and each reference in any other Loan Document to a "UK Guarantor" or a "Guarantor" shall also mean and be a reference to such Additional UK Guarantor, and (ii) each reference herein to "this UK Guaranty", "hereunder", "hereof" or words of like import referring to this UK Guaranty, and each reference in any other Loan Document to the "UK Guaranty", "thereunder", "thereof" or words of like import referring to this UK Guaranty, shall mean and be a reference to this UK Guaranty as supplemented by such UK Guaranty Supplement.

Section 9. No Waiver; Remedies. No failure on the part of any Lender to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by Law.

Section 10. Subordination. Each UK Guarantor hereby subordinates any and all debts, liabilities and other obligations owed to such UK Guarantor by each other Loan Party (the "Subordinated Obligations") to the UK Guaranteed Obligations to the extent and in the manner hereinafter set forth in this Section 10:

(a) Prohibited Payments, Etc. Except during the continuance of an Event of Default (including the commencement and continuation of any proceeding under any Bankruptcy Law relating to any other Loan Party), each UK Guarantor may receive regularly scheduled payments from any other Loan Party on account of the Subordinated Obligations. After the occurrence and during the continuance of any Event of Default (including the commencement and continuation of any proceeding under any Bankruptcy Law relating to any other Loan Party) that has not been waived in accordance with Section 10.01 of the Credit Agreement, no UK Guarantor shall demand, accept or take any action to collect any payment on account of the Subordinated Obligations.

(b) Prior Payment of UK Guaranteed Obligations. In any proceeding under any Bankruptcy Law relating to any other Loan Party, each UK Guarantor consents to the Lenders receiving payment in full in cash of all UK Guaranteed Obligations (including all interest and expenses accruing after the commencement of a proceeding under any Bankruptcy Law, whether or not constituting an allowed claim in such proceeding ("Post Petition Interest")) before such UK Guarantor receives payment of any Subordinated Obligations.

(c) Turn-Over. After the occurrence and during the continuance of an Event of Default (including the commencement and continuation of any proceeding under any Bankruptcy Law relating to any other Loan Party), each UK Guarantor shall, if the Administrative Agent so requests, collect, enforce and receive payments on account of the Subordinated Obligations as trustee for the Lenders and deliver such payments to the Administrative Agent on account of the UK Guaranteed Obligations (including all Post Petition Interest), together with any necessary endorsements or other instruments of

transfer, but without reducing or affecting in any manner the liability of such UK Guarantor under the other provisions of this UK Guaranty.

(d) Administrative Agent Authorization. After the occurrence and during the continuance of an Event of Default (including the commencement and continuation of any proceeding under any Bankruptcy Law relating to any other Loan Party), the Administrative Agent is authorized and empowered (but without any obligation to so do), in its discretion, (i) in the name of each UK Guarantor, to collect and enforce, and to submit claims in respect of, Subordinated Obligations and to apply any amounts received thereon to the UK Guaranteed Obligations (including any and all Post Petition Interest), and (ii) to require each UK Guarantor (A) to collect and enforce, and to submit claims in respect of, Subordinated Obligations and (B) to pay any amounts received on such obligations to the Administrative Agent for application to the UK Guaranteed Obligations (including any and all Post Petition Interest).

Section 11. Continuing Guaranty; Assignments under the Credit Agreement. This UK Guaranty is a continuing guaranty and shall (a) remain in full force and effect until the Termination Date, (b) be binding upon each UK Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Lenders and their successors, transferees and assigns. Without limiting the generality of clause (c) of the immediately preceding sentence, any Lender may assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement (including, without limitation, all or any portion of its Commitments, the Loans owing to it and any Note or Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, in each case as and to the extent provided in Section 10.06 of the Credit Agreement. No UK Guarantor shall have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lenders.

Section 12. Execution in Counterparts. This UK Guaranty and each amendment, waiver and consent with respect hereto may be executed in any number of counterparts and by different parties thereto 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 agreement. Delivery of an executed counterpart of a signature page to this UK Guaranty by telecopy or by an electronically mailed scanned copy shall be effective as delivery of an original executed counterpart of this UK Guaranty.

Section 13. Governing Law; Jurisdiction; Waiver of Jury Trial, Etc. (a) This UK Guaranty shall be governed by, and construed in accordance with, the Laws of the State of New York.

(b) Each UK Guarantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this UK Guaranty or any of the other Loan Documents to which it is or is to be a party, or for recognition or enforcement of any judgment, and each UK Guarantor hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York

State court or, to the extent permitted by Law, in such federal court. Each UK Guarantor 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 UK Guaranty or any other Loan Document shall affect any right that any party may otherwise have to bring any action or proceeding relating to this UK Guaranty or any other Loan Document in the courts of any jurisdiction.

(c) Each UK Guarantor irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this UK Guaranty or any of the other Loan Documents to which it is or is to be a party in any New York State or federal court. Each UK Guarantor hereby irrevocably waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding in any such court.

(d) EACH UK GUARANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS, THE LOANS OR THE ACTIONS OF ANY LENDER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

IN WITNESS WHEREOF, each UK Guarantor has caused this UK Guaranty to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

RAYOVAC CORPORATION

By /s/ James T. Lucke

Name: James T. Lucke
Title: Senior Vice President, Secretary and General Counsel

ROV INTERNATIONAL FINANCE COMPANY

By /s/ James T. Lucke

Name: James T. Lucke
Title: Secretary and Treasurer

RAYOVAC EUROPE GmbH

By /s/ Andreas Rouve

Name: Andreas Rouve
Title: Chief Financial Officer

By /s/ Remy Burel

Name: Remy Burel
Title: Chief Executive Officer

EXHIBIT A

UK GUARANTY SUPPLEMENT

[Omitted. A supplemental copy of this exhibit will be furnished to the SEC upon request.]

EXHIBIT 10.6

RAYOVAC CORPORATION

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "AGREEMENT") is entered into by and among RAYOVAC CORPORATION, a Wisconsin corporation (the "COMPANY"), and the Persons listed on Schedule 1 attached hereto, who were, immediately prior to the Effective Time, stockholders of United Industries Corporation ("UNITED") (collectively, the "SHAREHOLDERS"). Capitalized terms not defined herein shall have the meanings assigned to such term in the Merger Agreement (as defined below).

BACKGROUND STATEMENT

Pursuant to that certain Agreement and Plan of Merger dated January 3, 2005 (the "MERGER AGREEMENT") by and among the Company, Lindbergh Corporation and United, the Shareholders may receive shares (the "SHARES") of the Company's $0.01 par value common stock (the "COMMON STOCK"). The Company has agreed to provide certain registration rights with respect to the Shares in accordance with this Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. CERTAIN DEFINITIONS. As used in this Agreement, the following terms shall have the following respective meanings:

"COMMISSION" shall mean the Securities and Exchange Commission, or any other federal agency at the time administering the Securities Act.

"EXCHANGE ACT" shall mean the Securities Exchange Act of 1934, as amended, or any similar federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"REGISTRATION EXPENSES" shall mean the expenses so described in Section 6.

"REGISTRATION STATEMENT" shall mean the Shelf Registration Statement or Demand Registration Statement (each defined in Section 2) and any additional registration statements contemplated by Sections 2 or 3, including (in each case) the prospectus, amendments and supplements to such registration statement or prospectus, all exhibits attached thereto, and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

"RESTRICTED STOCK" shall mean the Shares, excluding Shares which have been (a) registered under the Securities Act pursuant to an effective Registration Statement filed thereunder and disposed of in accordance with the Registration Statement covering them or (b) publicly sold pursuant to Rule 144 under the Securities Act.

"SECURITIES ACT" shall mean the Securities Act of 1933, as amended, or any similar federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"SELLING EXPENSES" shall mean the expenses so described in Section 6.

"STATE ACTS" shall mean the applicable securities or "blue sky" laws of the States of the United States, as amended, and the rules and regulations thereunder, all as the same shall be in effect at the time.

2. REQUIRED REGISTRATIONS.

(a) The Company will, (i) within nine (9) months following the Effective Time, prepare and file with the Commission a Registration Statement on Form S-1 or, if applicable, Form S-3, or any equivalent form for registration by issuers in accordance with the Securities Act, to permit the resale from time to time of the Restricted Stock under the Securities Act on a delayed or continuous basis pursuant to Rule 415 (the "SHELF REGISTRATION

STATEMENT"), (ii) use reasonable best efforts to cause the Shelf Registration Statement to be declared effective (the "REGISTRATION EFFECTIVE DATE") within twelve (12) months following the Effective Time and (iii) use reasonable best efforts to cause the Shelf Registration Statement to remain effective until the earlier of (x) the two (2) year anniversary of the Registration Effective Date and (y) the date on which all of the Restricted Stock covered by the Shelf Registration Statement has been sold to the public pursuant to such registration statement in accordance with the intended methods of distribution thereof (the "SHELF EXPIRATION DATE"). The plan of distribution contemplated by the Shelf Registration Statement shall permit resales of Restricted Stock in the manner or manners designated by the Shareholders, including offers and sales through underwriters or agents, offers and sales directly to investors, block trades and such other methods of offer and sale as the Shareholders shall request. The Company shall not permit any securities other than Restricted Stock to be included in the Shelf Registration Statement.

(b) Subject to Section 2(d), if, following the Registration Effective Date, one or more Shareholders desires to sell Restricted Stock in an underwritten offering pursuant to the Shelf

Registration Statement, such Shareholder or Shareholders may request in writing that the Company file an amendment to the Shelf Registration Statement, stating the number of shares of Restricted Stock proposed to be sold and describing the plan of distribution, and the Company shall file such an amendment to the Shelf Registration Statement as soon as reasonably practicable and use reasonable best efforts to cause such amended Shelf Registration Statement to become effective.

(c) Subject to Section 2(d), if at any time after the Shelf Expiration Date, one or more Shareholders desires to sell Restricted Stock in an underwritten public offering, such Shareholder or Shareholders may request in writing that the Company (i) prepare and file with the Commission a Registration Statement on Form S-1 or, if applicable, Form S-3, or any equivalent form for registration by issuers in accordance with the Securities Act, to register the sale of Restricted Stock under the Securities Act (the "DEMAND REGISTRATION STATEMENT"), (ii) use its reasonable best efforts to cause the Demand Registration Statement to be declared effective ("DEMAND EFFECTIVE DATE") and (iii) use its reasonable best efforts to cause the Demand Registration Statement to remain effective until the earlier of (x) one hundred eighty (180) days of the Demand Effective Date and (y) the date on which all of the Restricted Stock covered by the Demand Registration Statement has been sold to the public pursuant to such registration statement in accordance with the intended method of distribution thereof. Other than shares offered for its own account pursuant to Section 2(d)(iii), the Company shall not permit any securities other than Restricted Stock to be included in the Demand Registration Statement.

(d) Notwithstanding anything in this Section 2 to the contrary:

(i) in no event will the Shareholders be entitled to request the Company to amend the Shelf Registration Statement to permit an underwritten offering of Restricted Stock pursuant to the Shelf Registration Statement or request the Company file a Demand Registration Statement unless no less than ten percent (10%) of the aggregate number of shares of Restricted Stock originally held by the Shareholders are proposed to be sold pursuant to such underwritten offering;

(ii) in no event will the Shareholders be entitled to request the Company to amend the Shelf Registration Statement to permit or to file a Demand Registration Statement for more than an aggregate of three (3) underwritten offerings;

(iii) subject to Section 2(g), the Company shall have the right to offer shares for its own account in the third such underwritten offering, if any, pursuant to this Section 2 following the first two (2) such underwritten offerings; and

(iv) the Company's obligation to register for resale the Restricted Stock held by any Shareholder in any Registration Statement pursuant to this Section 2 shall be contingent on such Shareholder furnishing to the Company the information required by Section 4(c).

(e) the Company's obligation to amend the Shelf Registration Statement to permit or to file a Demand Registration Statement for an underwritten offering pursuant to this Section 2 shall not be deemed to have been satisfied unless the Shelf Registration Statement or Demand Registration Statement, as applicable, has become effective and remained effective in

compliance with the provisions of the Securities Act until such time as all of the Restricted Stock offered in such underwritten offering shall have been disposed of in accordance with the intended methods of disposition thereof set forth in such Shelf Registration Statement or Demand Registration Statement, as applicable.

(f) In any underwritten offering pursuant to this Section 2, the participating Shareholders holding a majority of the Restricted Stock proposed to be sold in such offering shall have the right to select one managing underwriter, and such managing underwriter shall be the sole managing underwriter for any such offering; provided that if the Company offers shares for its own account in any such underwritten offering pursuant to this Section 2 the Company shall also be entitled to select one managing underwriter, and such underwriter, together with the underwriter selected by the participating Shareholders, shall be the sole managing underwriters for any such offering. The Company (together with the participating Shareholders) shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting, as well as all other documents customary in similar offerings, including, without limitation, questionnaires, custody agreements, powers of attorney, lockup agreements and indemnification agreements, as applicable.

(g) With respect to the third underwritten offering, if any, pursuant to this Section 2 following the first two (2) such underwritten offerings, if the Company exercises its right to offer shares for its own account in such offering and the managing underwriter(s) for such underwritten offering advises the Company and the participating Shareholders in writing that, in such underwriter(s) opinion, the aggregate number of securities requested to be included in such offering by the Company, if any, and the Shareholders exceeds the largest number or amount of securities which can be sold without reasonably expecting to have an adverse effect on such offering, including the price at which such securities can be sold, the number of such securities to be included in such registration shall be reduced and the Company and the participating Shareholders shall include in such offering the number of securities that in the opinion of the managing underwriter(s) can be sold without adverse effect on the offering, allocated pro rata among the Company and the participating Shareholders of the Restricted Stock on the basis of the number of shares proposed to be sold by the Company and such participating Shareholders in such underwritten offering. If any Shareholder advises the managing underwriter(s) of any underwritten offering that the shares of Restricted Stock covered by the registration statement cannot be sold in such offering within a price range acceptable to such Shareholder, then such Shareholder shall have the right to exclude its Restricted Stock from such offering.

3. INCIDENTAL REGISTRATION.

(a) If the Company at any time (other than pursuant to Section 2) proposes to register any of its Common Stock under the Securities Act for sale to the public, whether for its own account or for the account of other security holders or both (except with respect to Registration Statements on Forms S-4, S-8 or another form not available for registering the Restricted Stock for sale to the public or any successor thereto), each such time it will give prompt written notice to all holders of outstanding shares of Restricted Stock of its intention to do so and of such holders' rights under this Section 3, at least ten (10) business days prior to the anticipated filing date of the registration statement relating to such registration. Upon the written request of any such holder, received by the Company within five (5) business days after receipt of the

the Company's notice by the holder, to register any of its Restricted Stock, the Company will use reasonable best efforts to cause the Restricted Stock as to which registration shall have been so requested to be included in the securities to be covered by the Registration Statement proposed to be filed by the Company. Any such Shareholder may elect, in writing no less than five (5) business days prior to the anticipated effective date of the registration statement filed in connection with such registration, not to register such securities in connection with such registration.

(b) In the event that any registration pursuant to this Section 3 shall be, in whole or in part, an underwritten public offering of Common Stock, the number of shares of Restricted Stock to be included in such an underwriting may be reduced (pro rata among the requesting holders based upon the number of shares of Restricted Stock owned by such holders) if and to the extent that the managing underwriter notifies the Company in writing that, in its opinion, such inclusion would exceed the largest number or amount of securities which can be sold without reasonably expecting to have an adverse effect on such offering, including the price at which such securities can be sold by the Company therein. The reduction referred to in the immediately preceding sentence shall be applied as follows: (i) if the Company effects such registration for its account, the reduction shall be applied first, to the securities of security holders of the Company (including the holders of the Restricted Stock) that are entitled to, and are requested to be included in, such registration, pro rata among all such security holders, based on the number of securities held by such security holders, and second, to the securities included in such registration by the Company, provided, however, that if the time period set forth in Section 2(a) has expired without a Registration Statement pursuant to Section 2 having been filed, the above described order shall be reversed and (ii) if the Company effects such registration for the account of other security holders, the reduction shall be applied first, to the securities included in such registration by the Company, second, to the securities of security holders of the Company (including the holders of the Restricted Stock) which are entitled to, and are requested to be included in, such registration pursuant to this Section 3 and similar piggy-back registration rights, pro rata among all such security holders, based on the number of securities held by such security holders, and third, to the securities included in such registration by the security holders of the Company initiating such registration. Notwithstanding the foregoing provisions, the Company may withdraw any Registration Statement referred to in this Section 3 without thereby incurring any liability to the holders of Restricted Stock.

(c) In any underwritten offering pursuant to this Section 3 in which no less than ten percent (10%) of the aggregate number of shares of Restricted Stock originally held by the Shareholders are proposed to be sold, the participating Shareholders and the Company shall each have the right to select one managing underwriter and such managing underwriters shall be the sole managing underwriters for any such offering. The Company (together with the participating Shareholders) shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting, as well as all other documents customary in similar offerings, including, without limitation, questionnaires, custody agreements, powers of attorney, lockup agreements and indemnification agreements, as applicable. The participating Shareholders shall have no right to select a managing underwriter if less than ten percent (10%) of the aggregate number of shares of Restricted Stock originally held by the Shareholders are proposed to be sold in such underwritten public offering.

4. REGISTRATION PROCEDURES.

(a) If and whenever the Company is required by the provisions of Sections 2 or 3 to use reasonable best efforts to effect the registration of any shares of Restricted Stock under the Securities Act, the Company will, as expeditiously as reasonably practicable:

(i) prepare and file with the Commission a Registration Statement with respect to such securities and use commercially reasonable best efforts to cause such Registration Statement to become and remain effective for the period of the distribution contemplated by Section 4(b);

(ii) prepare and file with the Commission such amendments and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for the period specified by Section 4(b) and comply with the provisions of the Securities Act with respect to the disposition of all Restricted Stock covered by such Registration Statement in accordance with the sellers' intended method of disposition set forth in such Registration Statement for such period;

(iii) furnish to each seller of Restricted Stock and to each underwriter such number of copies of the Registration Statement and the prospectus included therein (including each preliminary prospectus), copies of any correspondence with the Commission or its staff relating to such Registration Statement and such other documents as such persons reasonably may request in order to facilitate the public sale or other disposition of the Restricted Stock covered by such Registration Statement;

(iv) use reasonable best efforts to register or qualify the Restricted Stock covered by such Registration Statement under the State Acts of such jurisdictions as the sellers of Restricted Stock or, in the case of an underwritten public offering, the managing underwriter reasonably shall request; provided, however, that the Company shall not for any such purpose be required to qualify generally to transact business as a foreign corporation in any jurisdiction where it is not so qualified or to consent to general service of process in any such jurisdiction;

(v) use reasonable best efforts to list the Restricted Stock covered by such Registration Statement with a national securities exchange (if such shares are not already listed) and with each additional securities exchange on which the similar securities of the Company are then listed;

(vi) immediately notify each seller of Restricted Stock and each underwriter under such Registration Statement, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event of which the Company has knowledge as a result of which the prospectus contained in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing and, with the assistance of such seller, the Company will prepare a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Restricted Stock, such prospectus will not contain an untrue

statement of a material fact or omit to state any fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(vii) if the offering is underwritten and at the request of any seller of Restricted Stock, use reasonable best efforts to furnish on the date that Restricted Stock is delivered to the underwriters for sale pursuant to such registration: (A) an opinion dated such date of counsel representing the Company for the purposes of such registration, addressed to the underwriters, stating that such Registration Statement has become effective under the Securities Act and that (1) to the knowledge of such counsel, no stop order suspending the effectiveness thereof has been issued and no proceedings for that purpose have been instituted or are pending or contemplated under the Securities Act, (2) the Registration Statement, the related prospectus and each amendment or supplement thereof comply as to form in all material respects with the requirements of the Securities Act (except that such counsel need not express any opinion as to financial statements contained therein), and (3) to such other matters as reasonably may be requested by counsel for the underwriters and (B) a letter dated such date from the independent public accountants retained by the Company, addressed to the underwriters, stating that they are independent public accountants within the meaning of the Securities Act and that, in the opinion of such accountants, the financial statements of the Company included in the Registration Statement or the prospectus, or any amendment or supplement thereof, comply as to form in all material respects with the applicable accounting requirements of the Securities Act, and such letter shall additionally cover such other financial matters (including information as to the period ending no more than five business days prior to the date of such letter) with respect to such registration as such underwriters reasonably may request;

(viii) make available for inspection by each seller of Restricted Stock, any underwriter participating in any distribution pursuant to such Registration Statement, and any attorney, accountant or other agent retained by such seller or underwriter, all financial and other records, pertinent corporate documents and properties of the Company, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such Registration Statement;

(ix) after the filing of the Registration Statement and any amendment or supplement thereto, the Company will promptly notify each selling holder of Restricted Stock covered by such Registration Statement and any amendment or supplement thereto of any order suspending the effectiveness of such Registration Statement issued or threatened by the Commission and, as promptly as practicable, use its commercially reasonable best efforts to prevent the entry of such stop order or to remove it if entered;

(x) cooperate with the Shareholders and the managing underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Restricted Stock to be sold and not bearing any restrictive legends; and enable such Restricted Stock to be in such denominations and registered in such names as the managing underwriters may request prior to any sale of the Restricted Stock to the underwriters;

(xi) with respect to an underwritten offering pursuant to this Agreement, make appropriate members of senior management of the Company available (subject to consulting

with them in advance as to schedule) for customary participation in telephonic, in-person conferences or "road show" presentations to potential investors;

(xii) promptly notify the Shareholders, counsel to the Shareholders and the managing underwriter or agent, (i) when the registration statement, or any post-effective amendment to the registration statement, shall have become effective, or any supplement to the prospectus or any amendment to the prospectus shall have been filed, (ii) of the receipt of any comments from the Commission, and (iii) of any request of the Commission to amend the registration statement or amend or supplement the prospectus or for additional information; and

(xiii) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the Commission, and make available to its security holders, within the required time periods, an earnings statement covering a period of at least twelve (12) months, beginning with the first fiscal quarter of the Company after the effective date of the registration statement (as the term "effective date" is defined in Rule 158(c) under the Securities Act), which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder or any successor provisions thereto.

(b) For purposes of Sections 4(a)(i) and (ii) and Section 2, the period of distribution of Restricted Stock in a firm commitment underwritten public offering shall be deemed to extend until each underwriter has completed the distribution of all securities purchased by it or a period of one hundred eighty (180) days, which ever first occurs, and the period of distribution of Restricted Stock in any other registration shall be deemed to extend until the earlier of the sale of all Restricted Stock covered thereby or of one hundred eighty (180) days after the effective date thereof.

(c) In connection with each registration hereunder, the sellers of Restricted Stock will furnish to the Company in writing such information with respect to themselves, their beneficial ownership of Common Stock, and the proposed distribution by them as reasonably shall be necessary in order to assure compliance with federal securities laws, Commission rules and applicable State Acts. The Company's obligation to register the Restricted Stock held by any Shareholder in any Registration Statement shall be contingent on such Shareholder furnishing to the Company the information required by this Section 4(c). Moreover, no person may participate in any underwritten offering hereunder unless such person (i) provides the information required by this Section 4(c); (ii) agrees to sell such person's securities on the basis provided in any underwriting arrangements approved by the Company or the participating Shareholders, as applicable; and (iii) completes and executes all questionnaires, custody agreements, powers of attorney, lockup agreements, indemnification agreements, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

(d) In connection with each registration pursuant to Sections 2 or 3 covering an underwritten public offering, the Company and each selling Shareholder shall (i) enter into a written agreement with the managing underwriter(s) selected in the manner herein provided in such form and containing such provisions as are customary in the securities business for such an arrangement between such underwriter and companies of the Company's size and investment stature, (ii) regardless of whether the agreement referred to in the foregoing clause (i) is entered into, make such representations and warranties to the selling Shareholders and each of the

underwriters in form, substance and scope as are customarily made in connection with an offering pursuant to any appropriate agreement or such Registration Statement, (iii) deliver such documents and certificates, including officers' certificates, as may be customary in the circumstances and reasonably requested by the selling Shareholders or the underwriters, (iv) undertake such obligations relating to expense reimbursement, indemnification and contribution as are provided in Sections 6 and 7 and (v) take such other actions as are reasonably required in order to expedite or facilitate the disposition of such Restricted Stock.

5. SUSPENSION OR DELAY. Notwithstanding anything to the contrary in this Agreement, the Company may delay filing a Registration Statement or an amendment thereto, and may withhold efforts to cause a Registration Statement or amendment thereto to become effective if: (i) the board of directors of the Company determines in good faith after consultation with counsel that such action is required by applicable law; (ii) the Company determines in good faith after consultation with counsel that the filing or use of the Registration Statement or amendment thereto would require the Company to disclose material information, including without limitation the fact that the Company is engaged in confidential negotiations regarding, or is in the process of completing, any significant business transaction, the disclosure of which would not be required in the absence of such registration statement, and the board of directors of the Company determines in good faith that such disclosure would be materially detrimental to the Company and its stockholders; or (iii) the Company is engaged in, or prior to receiving such request had determined and taken substantial steps to effect, an underwritten public offering of Common Stock for its own account (other than an offering pursuant to Form S-8, S-4 or any successor or similar form) and the managing underwriter has advised the Company that such offers and sales by the Shareholders will adversely affect such public offering. Each period referred to above during which the use of a Registration Statement or amendment thereto is delayed in accordance with this Section 5 shall be referred to herein as a "DEFERRAL PERIOD". Notwithstanding the foregoing, in no event shall the Company be entitled to declare more than three (3) Deferral Periods in any 365-day period nor shall the aggregate number of days included in all Deferral Periods exceed one hundred fifty (150) days in any 365-day period without the consent of the Shareholders holding a majority of the Restricted Stock at such time. The Company shall terminate a Deferral Period as soon as practicable after the circumstances giving rise to the Company's right to declare such Deferral Period cease to exist. The Company shall promptly give the Shareholders written notice of a determination to commence a Deferral Period, which notice shall contain a general statement of the reasons for such Deferral Period and the anticipated length of such Deferral Period, and shall notify the Shareholders upon the termination of each Deferral Period. If, after a Registration Statement becomes effective, the Company advises the holders of registered shares that the Company has determined in good faith that the registration statement is required to be amended to comply with applicable law or regulation, the holders of such registered shares shall suspend any further sales of their registered shares until the Company advises them that the registration statement has been amended.

6. EXPENSES. All expenses incurred by the Company and the selling holders of Restricted Stock in complying with Sections 2 and 3, including, without limitation, all registration and filing and review fees, printing expenses, fees and disbursements of counsel (including one counsel to the holders of Restricted Stock) and independent public accountants for the Company, fees and expenses (including counsel fees) incurred in connection with complying with State Acts,

fees of the National Association of Securities Dealers, Inc. (the "NASD"), fees of any securities exchange, transfer taxes, fees of transfer agents and registrars, costs of insurance, messenger, telephone and delivery expenses and reasonable fees and disbursements of one counsel for the sellers of Restricted Stock, but excluding any Selling Expenses, are called "REGISTRATION EXPENSES." Registration Expenses shall not include underwriting discounts, selling commissions, fees and expenses of more than one counsel to the selling holders of Restricted Stock and all such fees and expenses are referred to as "SELLING EXPENSES." The Company will pay all Registration Expenses in connection with the Shelf Registration Statement, the Demand Registration Statement and each Registration Statement under Sections 2 or 3 of this Agreement. All Selling Expenses in connection with each Registration Statement under Sections 2 and 3 shall be borne by the participating Shareholders in proportion to the number of shares of Restricted Stock sold by each, or by such participating Shareholders other than the Company (except to the extent the Company shall be a seller) as they may agree.

7. INDEMNIFICATION AND CONTRIBUTION.

(a) In the event of a registration of any of the Restricted Stock under the Securities Act pursuant to Sections 2 or 3, the Company will indemnify and hold harmless each seller of such Restricted Stock thereunder, each underwriter of such Restricted Stock thereunder and each other person, if any, who controls such seller or underwriter within the meaning of the Securities Act, against any losses, claims, damages or liabilities (including, without limitation, any legal or other expenses reasonably incurred by such Shareholder or any such controlling person in connection with defending or investigating any such action or claim), joint or several, to which such seller, underwriter or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any Registration Statement under which such Restricted Stock was registered under the Securities Act pursuant to Sections 2 or 3, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each such seller, each such underwriter and each such controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action, provided, however, that the Company will not be liable in any such case if and to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by any such seller, any such underwriter or any such controlling person in writing specifically for use in such Registration Statement or prospectus. It is agreed that the indemnity agreement contained in this Section 7 shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld or delayed).

(b) As a condition precedent to the right of any holder of Restricted Stock to sell Restricted Stock in a registration pursuant to this Agreement, such holder will agree that in the event of a registration of any of the Restricted Stock under the Securities Act pursuant to Sections 2 or 3, each seller of such Restricted Stock thereunder, severally and not jointly, will indemnify and

hold harmless the Company, each person, if any, who controls the Company within the meaning of the Securities Act, each officer of the Company who signs the Registration Statement, each director of the Company, each underwriter and each person who controls any underwriter within the meaning of the Securities Act, against all losses, claims, damages or liabilities, joint or several, to which the Company or such officer, director, underwriter or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement under which such Restricted Stock was registered under the Securities Act pursuant to Sections 2 or 3, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Company and each such officer, director, underwriter and controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action, provided, however, that such seller will be liable hereunder in any such case if and only to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with information pertaining to such seller, as such, furnished in writing to the Company by such seller specifically for use in such Registration Statement or prospectus, and provided, further, however, that the liability of each seller hereunder shall not in any event to exceed the net proceeds received by such seller from the sale of Restricted Stock covered by such Registration Statement. It is agreed that the indemnity agreement contained in this Section 7(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of such seller hereunder (which consent shall not be unreasonably withheld or delayed).

(c) Promptly after receipt by an indemnified party hereunder of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party hereunder, notify the indemnifying party in writing thereof, but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to such indemnified party other than under this Section 7 and shall only relieve it from any liability which it may have to such indemnified party under this Section 7 if and to the extent the indemnifying party is prejudiced by such omission. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof with counsel reasonably satisfactory to such indemnified party, and, after notice from the indemnifying party to such indemnified party of its election so to assume and undertake the defense thereof, the indemnifying party shall not be liable to such indemnified party under this Section 7 for any legal expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation and of liaison with counsel so selected, provided, however, that, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be reasonable defenses available to it which are different from or additional to those available to the indemnifying party or if the interests of the indemnified party reasonably may be deemed to conflict with the interests of the indemnifying party, the indemnified party shall have the right to select a separate counsel and to assume such

legal defenses and otherwise to participate in the defense of such action, with the expenses and fees of such separate counsel and other expenses related to such participation to be reimbursed by the indemnifying party as incurred.

(d) In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (i) any holder of Restricted Stock exercising rights under this Agreement, or any controlling person of any such holder, makes a claim for indemnification pursuant to this Section 7 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this Section 7 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any such selling holder or any such controlling person in circumstances for which indemnification is provided under this Section 7; then, and in each such case, the Company and such holder will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) in such proportion so as to reflect the relative fault of each indemnifying party; provided, however, that, in any such case, (A) no such holder will be required to contribute any amount in excess of the public offering price of all such Restricted Stock (net of Selling Expenses) offered by it pursuant to such Registration Statement; and (B) no person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation. The relative fault of the Company, on the one hand, and of each selling shareholder, on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by such party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and each Shareholder agree that it would not be just or equitable if contribution pursuant to this Section 7 were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to above. The amount paid or payable as a result of the losses, claims, damages and liabilities referred to above shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim.

(e) The indemnity and contribution provisions contained in this Section 7 shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Shareholder or any person controlling any Shareholder, or by or on behalf of the Company, its officers or directors or any person controlling the Company, and (iii) any sale of Restricted Stock pursuant to any Registration Statement.

(f) The obligations of the parties under this Section 7 shall be in addition to any liability which any party may otherwise have to any other party.

(g) The indemnification and contribution required by Sections 7(a), 7(b) and 7(d) shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or expense, loss, damage or liability is incurred.

8. CHANGES IN COMMON STOCK. If there is any change in the Shares by way of a stock split, stock dividend, combination or reclassification, or through a merger, consolidation, reorganization or recapitalization, or by any other means, appropriate adjustment shall be made in the provisions hereof so that the rights and privileges granted hereby shall continue with respect to the Shares as so changed.

9. RULE 144 REPORTING AND TERMINATION OF COMPANY OBLIGATIONS.

(a) The Company shall not be obligated to register or include in any Registration Statement any Restricted Stock held by a Shareholder if all Restricted Stock held by such Shareholder may be publicly offered, sold and distributed without registration pursuant to Rule 144(k) under the Securities Act.

(b) With a view to making available the benefits of certain rules and regulations of the Commission which may at any time permit the sale of the Restricted Stock to the public without registration, the Company shall:

(i) make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act;

(ii) use reasonable best efforts to file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act; and

(iii) furnish to each holder of Restricted Stock forthwith upon request a written statement by the Company as to its compliance with the reporting requirements of such Rule 144 and of the Securities Act and the Exchange Act, a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed by the Company as such holder may reasonably request in availing itself of any rule or regulation of the Commission allowing such holder to sell any Restricted Stock without registration.

(c) The Company shall take such further action and shall offer all reasonable and necessary assistance including, without limitation, the delivery of a legal opinion letter and instructions to the Company's stock transfer agent to enable the sale by any Shareholder of Restricted Stock pursuant to Rule 144 or any similar rule or regulation.

10. LOCKUP AGREEMENTS.

(a) In consideration of the Company's obligations under this Agreement, each of the Shareholders hereby agrees that in no event shall such Shareholder sell, assign, convey, exchange, pledge, hypothecate, gift, dispose of or otherwise part with any indicia or aspect of title, ownership or possession of, to or in (collectively, a "TRANSFER") (i) any such Shares during the period ending twelve (12) months after the Effective Time (as defined in the Merger Agreement) or (ii) in the aggregate more than fifty percent (50%) of such Shares held by such Shareholder during the period ending eighteen (18) months after the Effective Time.

(b) Notwithstanding the restrictions in Section 10(a), unless prohibited by applicable securities laws, a Shareholder shall be permitted to effect a Transfer of Shares to an Affiliate of such Shareholder or, if the Shareholder is a limited liability company, limited partnership, corporation or trust, to its members, partners, shareholders or beneficiaries, as applicable. Any such purported Transfer shall be void and of no force unless the Shareholder shall provide written notice of the proposed Transfer to the Company no less than ten (10) days prior to the completion thereof and shall provide the Company with all certificates, affidavits, representations or other documents reasonably necessary to effectuate such proposed transfer under federal, state or other applicable securities laws. For purposes of this Agreement, the term "AFFILIATE" means, with respect to any Shareholder, any person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Shareholder, and the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.

11. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company represents and warrants as follows:

(a) the execution, delivery and performance of this Agreement by the Company has been duly authorized by all requisite corporate action and will not violate any order of any court or other agency of government, the Articles of Incorporation or bylaws of the Company or any provision of any indenture, agreement or other instrument to which it or any or its properties or assets is bound, conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Company; and

(b) this Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company, enforceable in accordance with its terms.

12. MISCELLANEOUS.

(a) Successors and Assigns. All covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties and intended third party beneficiaries (as described in Section 12(d)) hereto (including without limitation, any transferees of any Restricted Stock), whether so expressed or not.

(b) No Inconsistent Agreements. The Company hereby represents and warrants that the rights granted to the Shareholders hereunder do not conflict in any way with rights granted to other holders of the Company's securities. In addition, the Company covenants and agrees that it shall not at any time during the term of this Agreement grant any holder of Company securities any rights that conflict in any way with rights granted to the Shareholders hereunder.

(c) Third Party Beneficiaries. Any transferee of Restricted Stock is an intended third party beneficiary of this Agreement.

(d) Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered in person or by recognized overnight courier, mailed by certified or registered mail, return receipt requested, or sent by telecopier, addressed as follows:

(i) if to the Company at the address of such party set forth in the Merger Agreement;

(ii) if to any Shareholder at the address set forth on Schedule 1 or such other address as may be furnished to the Company by such Shareholder; and

(iii) if to any subsequent holder of Restricted Stock, to it at such address as may have been furnished to the Company in writing by such holder;

or, in any case, at such other address or addresses as shall have been furnished in writing to the Company (in the case of a holder of Restricted Stock) or to the holders of Restricted Stock (in the case of the Company) in accordance with the provisions of this paragraph.

(e) Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to any Laws of such State that would make such choice of Laws ineffective. Each Party hereto hereby submits to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York State Court sitting in Manhattan for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Each Party hereto irrevocably waives, to the fullest extent permitted by Law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

(f) MUTUAL WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER THIS AGREEMENT.

(g) Amendment and Waiver. This Agreement may not be amended or modified, and no provision hereof may be waived, without the written consent of the Company and the holders of at least a majority of the outstanding shares of Restricted Stock at the time of such amendment, modification or waiver.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(i) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of

the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Upon any such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the obligations and restrictions contemplated by this Agreement are consummated to the extent possible.

(j) Consummation of Merger. This Agreement shall be null and void and given no effect if the Merger Agreement is terminated and the transactions contemplated thereby are not consummated.

(k) Headings. The headings and captions contained herein are for convenience of reference only and shall not control or affect the meaning or construction of any provision hereof.

(SIGNATURES COMMENCE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year indicated.

COMPANY:

RAYOVAC CORPORATION

By: /s/ Kent J. Hussey

Title: President and Chief Operating Officer

Date: February 7, 2005

SHAREHOLDER:

[SEE SCHEDULE 1]

SCHEDULE 1

SHAREHOLDERS

Banc of America Capital Investors L.P.
Robert G. Buck
Candace Pratt Cady Revocable Trust
Robert L. Caulk
Kent J. Davies
Louis D. Dworsky, Trustee under the Jones Irrevocable Children's Trust FBO Jeffrey D. Jones 9/17/97
Louis D. Dworsky, Trustee under the Jones Irrevocable Children's Trust FBO Leslie A. Jones 9/17/97
Louis D. Dworsky, Trustee under the Jones Irrevocable Children's Trust FBO Benton A. Kindle 9/17/97
Louis D. Dworsky, Trustee under the Jones Irrevocable Children's Trust FBO Brooke M. Kindle 9/17/97
Louis D. Dworsky, Trustee under the Jones Irrevocable Children's Trust FBO Dana M. Smith 9/17/97
Ralph Edwards Revocable Trust
Mark B. Gershenson
John A. Heil
John F. Howe
Daniel J. Johnston
David Jones
Thomas Kasvin
Bryan A. Krebs & Joan Krebs
Louis N. Laderman
Gary D. Leeman
John McGreevy
William H. Metzger
Sandor H. Neuman
Joseph Pitassi
Andrew Ponte
Bank of America, agent for Arthur H. Pratt
Mark D. Rowland
Robert S. Rubin
Brian S. Schultz
DJS Investment Group, L.P.
SDS Investment Group, L.P.
Gary VanHeerwarden
Glenn M. Whiteacre
Thomas H. Lee Equity Fund IV, L.P.
Thomas H. Lee Foreign Fund IV, L.P.
Thomas H. Lee Foreign Fund IV-B, L.P.
1997 Thomas H. Lee Nominee Trust
David V. Harkins
The 1995 Harkins Gift Trust
Scott A. Schoen
C. Hunter Boll
Scott M. Sperling
Anthony J. DiNovi
Thomas M. Hagerty
Warren C. Smith, Jr.
Smith Family Limited Partnership
Seth W. Lawry
Kent R. Weldon
Terrence M. Mullen
Todd M. Abrecht
Charles A. Brizius
Scott Jaeckel
Soren Oberg
Thomas R. Sheperd
Wendy L. Masler
Andrew D. Flaster
Robert Schiff Lee 1998 Irrevocable Trust
Stephen Zachary Lee
Charles W. Robins as custodian for Jesse Lee
Charles W. Robins
James Westra
Thomas H. Lee Charitable Investment L.P.
Thomas H. Lee Investors Limited Partnership

EXHIBIT 10.7

STANDSTILL AGREEMENT

THIS STANDSTILL AGREEMENT (this "AGREEMENT") is entered into as of February 7, 2005 (the "EFFECTIVE Date") by and between THOMAS H. LEE EQUITY FUND IV, L.P., a Delaware limited partnership ("EQUITY FUND"), THL EQUITY ADVISORS IV, LLC, a Delaware limited liability company ("EQUITY ADVISORS"), THOMAS H. LEE PARTNERS, L.P., a Delaware limited partnership ("PARTNERS"), THOMAS H. LEE ADVISORS, L.L.C., a Delaware limited liability company ("LEE"; together with Equity Fund, Equity Advisors and Partners, the "RESTRICTED PARTIES"), and RAYOVAC CORPORATION, a Wisconsin corporation (the "COMPANY"). The foregoing parties to this Agreement are each a "PARTY" and collectively the "PARTIES". Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

BACKGROUND STATEMENT

Pursuant to that certain Agreement and Plan of Merger (the "MERGER AGREEMENT") dated January 3, 2005 by and among the Company, Lindbergh Corporation and United Industries Corporation, some or all of the Restricted Parties will receive shares of the Company's $0.01 par value common stock (the "COMMON STOCK"). The Company has required, as a material inducement to its consummation of the transactions contemplated by the Merger Agreement, that the Restricted Parties enter into this Agreement, whereby the Restricted Parties agree to limit their future acquisitions of the capital stock of the Company.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1.
DEFINED TERMS

1.1 Defined Terms. As used in this Agreement the following terms shall have the following meanings:

"AFFILIATE" means with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, such Person. Notwithstanding anything herein to the contrary, the term "Affiliate" shall not be deemed to include any portfolio company of any Restricted Party or Putnam Investments, Inc.

"COMPANY VOTING SECURITIES" means, collectively, the Common Stock, any other class of capital stock of the Company issued and outstanding, and any other securities, warrants or

options or rights of any nature (whether or not issued by the Company) that are convertible into, exchangeable for, or exercisable for the purchase of, or otherwise give the holder thereof any rights in respect of any class or series of Company securities that is entitled to vote generally for the election of directors.

"CONTROL" means, with respect to any Person, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"EXCHANGE ACT" means the Securities Exchange Act of 1934, as amended.

"PERMITTED OWNERSHIP PERCENTAGE" means twenty-eight percent (28%) of the Company Voting Securities on a fully-diluted basis, including no more than twenty-eight percent (28%) of the shares of any class of such Company Voting Securities on a fully-diluted basis.

"SECURITIES ACT" shall mean the Securities Act of 1933, as amended, or any similar federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"TRANSFER" means, as a noun, any transfer, sale, assignment, exchange, charge, pledge, gift, hypothecation, conveyance, encumbrance or other disposition whether direct or indirect, voluntary or involuntary, by operation of Law or otherwise and, as a verb, directly or indirectly, voluntarily or involuntarily, by operation of Law or otherwise, to transfer, sell, assign, exchange, charge, pledge, give, hypothecate,

convey, encumber or otherwise dispose of.

SECTION 2.
REPRESENTATIONS AND WARRANTIES

Each of the Parties hereby represents and warrants with respect to itself only that:

(a) it has the corporate or other organizational power and authority to enter into this Agreement and to perform its obligations hereunder;

(b) this Agreement constitutes its valid and legally binding obligation, enforceable in accordance with the terms hereof except to the extent that such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other Laws and court decisions relating to or affecting the enforceability of creditor's rights generally (including statutory or other Laws regarding fraudulent transfers), and is subject to general principles of equity;

(c) neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby by it, will (i) violate any Law, Governmental Order or other restriction of any Governmental Entity, to which it is subject or any provision of its articles of incorporation or formation, bylaws or other

organizational documents or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party thereto the right to accelerate, terminate, modify, or cancel, or require any notice under any material agreement, contract, lease, license, instrument or other material arrangement to which it is a party or by which it is bound or to which any of its material assets is subject (or result in the imposition of any lien, security interest or other encumbrance upon any of its assets);

(d) it need not give any notice to, make any filing with, or obtain any Authorization of any Person not already been obtained in order to consummate the transactions contemplated by this Agreement; and

(e) in the case of each of the Restricted Parties, except for agreements expressly contemplated in, or entered into for the purpose of consummating the transactions contemplated in, the Merger Agreement, neither such Restricted Party nor any of its Affiliates has any agreement, arrangement or understanding with any other Person or group who is not an Affiliate of such Restricted Party with respect to acquiring, holding, voting or disposing of Company Voting Securities.

SECTION 3.
STANDSTILL

3.1 Standstill Period. During the period commencing on the date hereof and ending on the fifth (5th) anniversary of the Effective Date (the "STANDSTILL PERIOD"), except as specifically approved in writing in advance by the Board of Directors of the Company, the Restricted Parties shall not, and shall cause any Affiliates to not, in any manner, directly or indirectly, either individually or together with any Person or Persons acting in concert of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act):

(a) acquire, or offer or agree to acquire, or become the beneficial owner of or obtain any rights in respect of any Company Voting Securities such that, following the consummation of such transaction, the Restricted Parties and their Affiliates taken together would beneficially own, in the aggregate, Company Voting Securities in excess of the Permitted Ownership Percentage; provided, however that the foregoing limitation on acquisition shall not prohibit the acquisition of Company Voting Securities issued as dividends or as a result of stock splits and similar reclassifications or received in a consolidation, merger or other business combination in respect of, in exchange for or upon conversion of Company Voting Securities validly acquired under this Section 3 and held by the Restricted Parties or any of their Affiliates at the time of such dividend, split or reclassification, consolidation or merger or business combination;

(b) solicit proxies or consents or become a "participant" in a "solicitation" (as such terms are defined or used in Regulation 14A under the Exchange Act) of proxies or consents with respect to any Company Voting Securities or initiate or become a participant in any shareholder proposal or "election contest" (as such term is defined or used in Rule 14a-11 under the Exchange Act) with respect to the Company or any of its successors or induce others to initiate the same, or otherwise seek to advise or influence

any Person with respect to the voting of any voting securities of the Company or any of its successors;

(c) publicly or privately propose, encourage, solicit or participate in the solicitation of any Person to acquire, offer to acquire or agree to acquire, by merger, tender offer, purchase or otherwise, the Company or a substantial portion of its assets or more than 5% of the outstanding capital stock (except in connection with the registration of securities pursuant to the Registration Rights Agreement); or

(d) directly or indirectly join in or in any way participate in a pooling agreement, syndicate, voting trust or other similar arrangement with respect to the Company's voting securities or otherwise act in concert with any other Person (other than Affiliates of such Restricted Parties), for the purpose of acquiring, holding, voting or disposing of the Company Voting Securities.

3.2 Limitation. Notwithstanding anything herein to the contrary, the Restricted Parties will not be deemed to be in violation of this Agreement if the Restricted Parties and their Affiliates taken together own Company Voting Securities in excess of the Permitted Ownership Percentage as a result or arising out of any action taken by the Company to reduce the number of issued and outstanding shares of Company Voting Securities.

SECTION 4.
MISCELLANEOUS

4.1 Remedies. Each of the Parties acknowledges and agrees that (a) the provisions of this Agreement are reasonable and necessary to protect the proper and legitimate interests of the Parties and (b) the Parties would be irreparably damaged in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that each of the Parties shall be entitled to preliminary and permanent injunctive relief to prevent breaches of the provisions of this Agreement by any other Party without the necessity of proving actual damages or of posting any bond, and to enforce specifically the terms and provisions hereof and thereof in any court of the United States or any state thereof having jurisdiction, which rights shall be cumulative and in addition to any other remedy to which the Parties may be entitled hereunder or at law or equity.

4.2 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties, their respective successors and permitted transferees and assigns.

4.3 Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

4.4 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted transferees and assigns. No

Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Parties; provided, however that the Company may assign its rights and obligations under this Agreement to any successor or acquiring entity in connection with any business combination transaction, reorganization or sale of substantially all the assets of the Company.

4.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

4.6 Governing Law. This agreement shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to any Laws of such State that would make such choice of Laws ineffective.

4.7 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

4.8 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Upon any such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the obligations and restrictions contemplated by this Agreement are consummated to the extent possible.

4.9 Termination. This Agreement shall automatically terminate as of the fifth (5th) anniversary of the Effective Date.

[signatures on next page]

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the date first written above.

RAYOVAC CORPORATION

By: /s/ Kent J. Hussey

Name: Kent J. Hussey
Title: President and Chief Operating Officer

THOMAS H. LEE EQUITY FUND IV, L.P.

By: THL Equity Advisors IV, LLC, its General Partner
By: Thomas H. Lee Partners, L.P., its Managing Member
By: Thomas H. Lee Advisors, LLC, its General Partner
By: /s/ Scott A. Schoen

Name: Scott A. Schoen
Title: Managing Director

THL EQUITY ADVISORS IV, LLC

By: Thomas H. Lee Partners, L.P., its Managing Member
By: Thomas H. Lee Advisors, LLC, its General Partner
By: /s/ Scott A. Schoen

Name: Scott A. Schoen
Title: Managing Director

THOMAS H. LEE PARTNERS, L.P.

By: Thomas H. Lee Advisors L.L.C., its General Partner
By: /s/ Scott A. Schoen

Name: Scott A. Schoen
Title: Managing Director

THOMAS H. LEE ADVISORS, L.L.C.

By: /s/ Scott A. Schoen

Name: Scott A. Schoen
Title: Managing Director

EXHIBIT 99.1

Rayovac Completes Acquisition of United Industries, Debt Tender Offer and Related Financings

ATLANTA, Feb 07, 2005 /PRNewswire-FirstCall via COMTEX/ -- Rayovac Corp. (NYSE: ROV), a global consumer products company with a diverse portfolio of world-class brands, announced today that it has completed its acquisition of United Industries Corporation. Rayovac further announced that, in connection with that acquisition, Rayovac completed its offering of $700 million aggregate principal amount of its 7 3/8% Senior Subordinated Notes due 2015 and its tender offer for United Industries' 9 7/8% Senior Subordinated Notes due 2009, retired United Industries' senior credit facilities and replaced Rayovac's senior credit facilities with new senior credit facilities initially aggregating $1.03 billion. Rayovac financed the cash portion of the purchase price of the United Industries acquisition, the tender offer for United Industries' 9 7/8% Senior Subordinated Notes due 2009 and the retirement of United Industries' senior credit facilities with the proceeds from the offering of its 7 3/8% Senior Subordinated Notes due 2015 and new senior credit facilities.

As of 9:00 a.m., New York City time, on February 7, 2005, the expiration date of Rayovac's tender offer for United Industries' 9 7/8% Senior Subordinated Notes due 2009, Rayovac had received tenders from holders of, and accepted for payment, $221,695,000 in aggregate principal amount of the notes representing approximately 96% of the outstanding notes. Rayovac will redeem any remaining outstanding United Industries notes on or shortly after April 1, 2005 pursuant to the applicable terms of the indenture governing those notes.

In connection with the acquisition of United Industries, Rayovac increased the size of its board of directors from eight to ten members. Scott A. Schoen and Charles A. Brizius, both of Thomas H. Lee Partners, L.P., have been appointed as the new members of Rayovac's board. Mr. Schoen is Co-President and Mr. Brizius is Managing Director of Thomas H. Lee Partners, L.P. In addition, Robert L. Caulk, CEO of United Industries, will become a member of Rayovac's Executive Committee.

About United Industries:

United Industries Corporation, headquartered in St. Louis, is a leading manufacturer and marketer of products for the consumer lawn-and-garden care and household insect control markets in North America and a leading supplier of quality products to the pet supply industry in the United States. United Industries has approximately 2,800 employees throughout North America.

About Rayovac:

Rayovac is a global consumer products company and one of the largest battery, shaving and grooming, and lighting companies in the world. Through a diverse and growing portfolio of world-class brands -- including Rayovac, Varta and

Remington -- Rayovac holds leading market positions in a number of major product categories. The company's products are sold by 19 of the world's top 20 retailers, and are available in over one million stores in 120 countries around the world. Headquartered in Atlanta, Georgia, Rayovac generates approximately $1.5 billion in annual revenues and has approximately 6,500 employees worldwide. The company's stock trades on the New York Stock Exchange under the symbol ROV.

Forward-Looking Statements

Certain matters discussed in this news release, with the exception of historical matters, may be forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements are subject to a number of risks, uncertainties and other factors that could cause results to differ materially from those anticipated as of the date of this release. Actual results may differ materially from these statements as a result of (1) our ability to achieve anticipated synergies and efficiencies as a result of this transaction, (2) changes in external competitive market factors, such as introduction of new product features or technological developments, development of new competitors or competitive brands or competitive promotional activity or spending, (3) changes in consumer demand for the various types of products Rayovac and United offer, (4) changes in the general economic conditions where Rayovac and United do business, such as stock market prices, interest rates, currency exchange rates, inflation and raw material costs, (5) our ability to successfully implement manufacturing, distribution and other cost efficiencies and (6) various other factors, including those discussed herein and those set forth in Rayovac's and United's securities filings, including their most recently filed Quarterly Reports on Form 10-Q and Annual Reports on Form 10-K.

SOURCE Rayovac Corp.

Investors, Nancy O'Donnell, VP Investor Relations of Rayovac Corp.,

+1-770-829-6208, or Media, David Doolittle of Ketchum for Rayovac,
+1-404-879-9266, david.doolittle@ketchum.com

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