UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

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

FOR THE QUARTERLY PERIOD ENDED JUNE 29, 2013

OR

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

FOR THE TRANSITION PERIOD FROM TO

Commission File No. 001-15943

CHARLES RIVER LABORATORIES INTERNATIONAL, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**06-1397316**
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification No.)
251 Ballardvale Street Wilmington, Massachusetts (Address of Principal Executive Offices)	**01887** (Zip Code)

(Registrant's telephone number, including area code): **(781) 222-6000**

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

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

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

Large accelerated filer ☒	Accelerated filer o	Non-accelerated filer o (Do not check if smaller reporting company)	Smaller reporting company o

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

As of July 22, 2013, there were 49,060,865 shares of the Registrant's common stock outstanding.

CHARLES RIVER LABORATORIES INTERNATIONAL, INC.

FORM 10-Q

For the Quarterly Period Ended June 29, 2013

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Special Note on Factors Affecting Future Results

This Quarterly Report on Form 10-Q contains forward-looking statements regarding future events and the future results of Charles River Laboratories International, Inc. (Charles River or we) that are based on our current expectations, estimates, forecasts, and projections about the industries in which we operates and the beliefs and assumptions of our management. Words such as “expect,” “anticipate,” “target,” “goal,” “project,” “intend,” “plan,” “believe,” “seek,” “estimate,” “will,” “likely,” “may,” “designed,” “would,” “future,” “can,” “could” and other similar expressions that are predictions of or indicate future events and trends or which do not relate to historical matters are intended to identify such forward-looking statements. These statements are based on our current expectations and beliefs and involve a number of risks, uncertainties, and assumptions that are difficult to predict. For example, we may use forward-looking statements when addressing topics such as: the pursuit of our initiatives to optimize returns for stockholders, including efforts to improve our operating margins, improve free cash flow, invest in growth businesses and return value to shareholders; future demand for drug discovery and development products and services, including the outsourcing of these services and spending trends by our clients; our expectations regarding stock repurchases, including the number of shares to be repurchased, expected timing and duration, the amount of capital that may be expended and the treatment of repurchased shares; present spending trends and other cost reduction activities by our clients; future actions by our management; the outcome of contingencies; changes in our business strategy; changes in our business practices and methods of generating revenue; the development and performance of our services and products; market and industry conditions, including competitive and pricing trends; our strategic relationships with leading pharmaceutical companies and opportunities for future similar arrangements; changes in the composition or level of our revenues; our cost structure; the impact of acquisitions and dispositions; our expectations with respect to sales growth and operating synergies (including the impact of specific actions intended to cause related improvements); the impact of specific actions intended to improve overall operating efficiencies and profitability (and our ability to accommodate future demand with our infrastructure); the potential outcome of, and impact to our business and financial operations due to, litigation and legal proceedings, including with respect to our on-going investigation of inaccurate billing with respect to certain government contracts; changes in our expectations regarding future stock option, restricted stock, and other equity grants to employees and directors; expectations with respect to foreign currency exchange; assessing (or changing our assessment of) our tax positions for financial statement purposes; and our cash flow and liquidity. In addition, these statements include the impact of economic and market conditions on our clients; the effects of our cost-saving actions and the steps to optimize returns to shareholders on an effective and timely basis and the ability of Charles River to withstand the current market conditions. You should not rely on forward-looking statements because they are predictions and are subject to risks, uncertainties and assumptions that are difficult to predict. Therefore, actual results may differ materially and adversely from those expressed in any forward-looking statements. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this document or in the case of statements incorporated by reference, on the date of the document incorporated by reference. Factors that might cause or contribute to such differences include, but are not limited to, those discussed in our Annual Report on Form 10-K for the year ended December 29, 2012 under the section entitled “Our Strategy,” the section entitled “Risks Related to Our Business and Industry,” the section entitled “Management's Discussion and Analysis of Financial Condition and Results of Operations” and in our press releases and other financial filings with the Securities and Exchange Commission. We have no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or risks. New information, future events or risks may cause the forward-looking events we discuss in this report not to occur.

Part I. Financial Information

Item 1. Financial Statements

CHARLES RIVER LABORATORIES INTERNATIONAL, INC.
CONDENSED CONSOLIDATED STATEMENTS OF INCOME (UNAUDITED)
(dollars in thousands, except per share amounts)

	Three Months Ended		Six Months Ended	
	June 29, 2013	June 30, 2012	June 29, 2013	June 30, 2012
Net sales related to products	$ 121,858	$ 119,125	$ 248,145	$ 245,339
Net sales related to services	171,075	165,598	336,026	325,365
Net sales	292,933	284,723	584,171	570,704
Costs and expenses				
Cost of products sold	66,627	62,035	132,660	126,980
Cost of services provided	123,736	119,103	244,730	235,927
Selling, general and administrative	54,919	49,900	112,118	105,877
Amortization of other intangibles	4,463	4,411	8,712	8,906
Operating income	43,188	49,274	85,951	93,014
Other income (expense)				
Interest income	236	151	333	336
Interest expense	(7,544)	(8,079)	(15,824)	(16,514)
Other, net	967	(1,346)	2,035	(1,690)
Income from continuing operations, before income taxes	36,847	40,000	72,495	75,146
Provision for income taxes	8,219	9,453	17,941	18,129
Income from continuing operations, net of income taxes	28,628	30,547	54,554	57,017
Income (loss) from discontinued operations, net of taxes	(915)	42	(1,070)	119
Net income	27,713	30,589	53,484	57,136
Less: Net income attributable to noncontrolling interests	(429)	(121)	(622)	(229)
Net income attributable to common shareholders	$ 27,284	$ 30,468	$ 52,862	$ 56,907
Earnings per common share				
Basic:				
Continuing operations attributable to common shareholders	$ 0.58	$ 0.63	$ 1.12	$ 1.18
Discontinued operations	$ (0.02)	$ —	$ (0.02)	$ —
Net income attributable to common shareholders	$ 0.57	$ 0.63	$ 1.10	$ 1.18
Diluted:				
Continuing operations attributable to common shareholders	$ 0.58	$ 0.63	$ 1.11	$ 1.17
Discontinued operations	$ (0.02)	$ —	$ (0.02)	$ —
Net income attributable to common shareholders	$ 0.56	$ 0.63	$ 1.09	$ 1.17

See Notes to Condensed Consolidated Interim Financial Statements.

CHARLES RIVER LABORATORIES INTERNATIONAL, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (UNAUDITED)
(dollars in thousands, except per share amounts)

	Three Months Ended		Six Months Ended	
	June 29, 2013	June 30, 2012	June 29, 2013	June 30, 2012
Net income	$ 27,713	$ 30,589	$ 53,484	$ 57,136
Foreign currency translation adjustment	(6,091)	(10,871)	(26,024)	(4,091)
Unrealized gains (losses) on marketable securities:				
Unrealized gains (losses) for the period	—	—	—	209
Add: reclassification adjustment for losses included in net income	—	—	—	712
Defined benefit plan gains (losses) and prior service costs not yet recognized as components of net periodic pension cost:				
Amortization of prior service costs and net gains and losses (Note 10)	760	659	1,497	1,320
Comprehensive income, before tax	22,382	20,377	28,957	55,286
Income tax expense related to items of other comprehensive income	296	284	1,200	545
Comprehensive income, net of tax	22,086	20,093	27,757	54,741
Less: comprehensive income related to noncontrolling interests	(577)	(108)	(806)	(234)
Comprehensive income attributable to common shareholders	$ 21,509	$ 19,985	$ 26,951	$ 54,507

See Notes to Condensed Consolidated Interim Financial Statements.

CHARLES RIVER LABORATORIES INTERNATIONAL, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)
(dollars in thousands, except per share amounts)

	June 29, 2013	December 29, 2012
Assets		
Current assets		
Cash and cash equivalents	$ 113,521	$ 109,685
Trade receivables, net	224,030	203,001
Inventories	88,405	88,470
Other current assets	92,915	83,601
Current assets of discontinued businesses	886	495
Total current assets	519,757	485,252
Property, plant and equipment, net	696,495	717,020
Goodwill, net	227,524	208,609
Other intangibles, net	90,210	84,922
Deferred tax asset	30,187	38,554
Other assets	53,915	48,659
Long-term assets of discontinued businesses	3,510	3,328
Total assets	$ 1,621,598	$ 1,586,344
Liabilities and Equity		
Current liabilities		
Current portion of long-term debt and capital leases	$ 16,163	$ 139,384
Accounts payable	37,295	31,218
Accrued compensation	45,006	46,951
Deferred revenue	53,695	56,422
Accrued liabilities	48,858	45,208
Other current liabilities	22,557	21,262
Current liabilities of discontinued businesses	2,280	1,802
Total current liabilities	225,854	342,247
Long-term debt and capital leases	619,771	527,136
Other long-term liabilities	104,604	104,966
Long-term liabilities of discontinued businesses	8,979	8,795
Total liabilities	959,208	983,144
Commitments and contingencies		
Redeemable noncontrolling interest	11,676	—
Shareholders' equity		
Preferred stock, $0.01 par value; 20,000,000 shares authorized; no shares issued and outstanding	—	—
Common stock, $0.01 par value; 120,000,000 shares authorized; 81,088,294 issued and 49,040,927 shares outstanding at June 29, 2013 and 79,607,981 issued and 48,220,037 shares outstanding at December 29, 2012	810	796
Capital in excess of par value	2,145,054	2,097,316
Accumulated deficit	(315,439)	(368,301)
Treasury stock, at cost, 32,047,367 shares and 31,387,944 shares at June 29, 2013 and December 29, 2012, respectively	(1,163,166)	(1,135,609)
Accumulated other comprehensive income	(19,308)	6,603
Total shareholders' equity	647,951	600,805
Noncontrolling interests	2,763	2,395
Total equity	662,390	603,200
Total liabilities and equity	$ 1,621,598	$ 1,586,344

See Notes to Condensed Consolidated Interim Financial Statements.

CHARLES RIVER LABORATORIES INTERNATIONAL, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
(dollars in thousands)

	Six Months Ended	
	June 29, 2013	June 30, 2012
Cash flows relating to operating activities		
Net income	$ 53,484	$ 57,136
Less: Income (loss) from discontinued operations	(1,070)	119
Income from continuing operations	54,554	57,017
Adjustments to reconcile net income from continuing operations to net cash provided by operating activities:		
Depreciation and amortization	40,420	40,067
Amortization of debt issuance costs and discounts	8,695	8,662
Non-cash compensation	12,184	10,586
Deferred income taxes	6,236	4,590
Other, net	156	3,315
Changes in assets and liabilities:		
Trade receivables	(26,450)	(25,390)
Inventories	(882)	(1,206)
Other assets	(5,618)	(2,665)
Accounts payable	1,143	617
Accrued compensation	(1,136)	(3,890)
Deferred revenue	(2,864)	4,349
Accrued liabilities	(820)	(9,080)
Taxes payable and prepaid taxes	(4,292)	2,737
Other liabilities	(2,383)	(7,065)
Net cash provided by operating activities	78,943	82,644
Cash flows relating to investing activities		
Acquisition of businesses, net of cash acquired	(24,218)	—
Capital expenditures	(16,223)	(23,553)
Purchases of investments	(6,413)	(8,178)
Proceeds from sale of investments	6,808	21,424
Other, net	59	1,729
Net cash used in investing activities	(39,987)	(8,578)
Cash flows relating to financing activities		
Proceeds from long-term debt and revolving credit agreement	423,309	38,117
Proceeds from exercises of stock options and warrants	36,351	3,107
Payments on long-term debt, capital lease obligation and revolving credit agreement	(461,184)	(76,355)
Purchase of treasury stock	(26,899)	(30,813)
Other, net	(994)	474
Net cash used in financing activities	(29,417)	(65,470)
Discontinued operations		
Net cash used in operating activities	(946)	(88)
Net cash provided by discontinued operations	(946)	(88)
Effect of exchange rate changes on cash and cash equivalents	(4,757)	(1,337)
Net change in cash and cash equivalents	3,836	7,171
Cash and cash equivalents, beginning of period	109,685	68,905
Cash and cash equivalents, end of period	$ 113,521	$ 76,076
Supplemental cash flow information		
Capitalized interest	$ 62	$ 373

See Notes to Condensed Consolidated Interim Financial Statements.

CHARLES RIVER LABORATORIES INTERNATIONAL, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY (UNAUDITED)
(dollars in thousands)

	Total	Accumulated (Deficit) Earnings	Accumulated Other Comprehensive Income	Common Stock	Capital in Excess of Par	Treasury Stock	Non-controlling Interests
December 29, 2012	$ 603,200	$ (368,301)	$ 6,603	$ 796	$ 2,097,316	$ (1,135,609)	$ 2,395
Components of comprehensive income, net of tax:							
Net income	53,484	52,862					622
Other comprehensive loss	(25,727)		(25,911)				184
Total comprehensive income	27,757						806
Redeemable noncontrolling interest acquired in business combination	8,963						8,963
Adjustment of redeemable noncontrolling interest to fair value					(2,275)		2,275
Tax benefit associated with stock issued under employee compensation plans	1,527				1,527		
Issuance of stock under employee compensation plans	36,316			14	36,302		
Acquisition of treasury shares	(27,557)				—	(27,557)	
Stock-based compensation	12,184				12,184		
June 29, 2013	$ 662,390	$ (315,439)	$ (19,308)	$ 810	$ 2,145,054	$ (1,163,166)	$ 14,439

See Notes to Condensed Consolidated Interim Financial Statements.

CHARLES RIVER LABORATORIES INTERNATIONAL, INC.

NOTES TO UNAUDITED CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS

(dollars in thousands, except per share amounts)

1. BASIS OF PRESENTATION

The condensed consolidated interim financial statements are unaudited, and certain information and footnote disclosures related thereto normally included in financial statements prepared in accordance with generally accepted accounting principles in the United States of America have been omitted in accordance with Rule 10-01 of Regulation S-X. In the opinion of management, the accompanying unaudited condensed consolidated financial statements were prepared following the same policies and procedures used in the preparation of the audited financial statements and reflect all adjustments (consisting of normal recurring adjustments) considered necessary to state fairly the financial position and results of operations of Charles River Laboratories International, Inc. The results of operations for the interim periods are not necessarily indicative of the results for the entire fiscal year. These condensed consolidated financial statements should be read in conjunction with our Annual Report on Form 10-K for the year ended December 29, 2012.

2. RESTRUCTURING COSTS

We have implemented staffing reductions over the past few years to improve operating efficiency and profitability at various sites. As a result of these actions, for the six months ended June 29, 2013 and June 30, 2012, we recorded severance and retention charges as shown below. As of June 29, 2013, $1,403 was included in accrued compensation and $1,514 in other long-term liabilities on our consolidated balance sheet.

The following table rolls forward our severance and retention cost liability:

	Six Months Ended	
	June 29, 2013	June 30, 2012
Balance, beginning of period	$ 3,636	$ 3,374
Expense	582	911
Payments/utilization	(1,301)	(1,233)
Balance, end of period	$ 2,917	$ 3,052

The following table presents severance and retention costs by classification on the income statement:

	Six Months Ended	
	June 29, 2013	June 30, 2012
Severance charges included in cost of sales	$ 513	$ —
Severance charges included in selling, general and administrative expense	69	911
Total expense	$ 582	$ 911

The following table presents severance and retention cost by segment:

	Six Months Ended	
	June 29, 2013	June 30, 2012
Research models and services	$ 381	$ —
Preclinical services	201	911
Corporate	—	—
Total expense	$ 582	$ 911

(dollars in thousands, except per share amounts)

In July 2013, management committed to a plan to consolidate production in its U.S. research model facilities and anticipates that these actions will result in the abandonment of certain long-lived assets, including a building at one of the facilities. Management's analysis of financial impact of these actions is still in progress. Management anticipates that accelerated depreciation related to the abandoned building will be up to approximately $15,000 over approximately the next several quarters.

3. SUPPLEMENTAL BALANCE SHEET INFORMATION

The composition of net trade receivables is as follows:

	June 29, 2013	December 29, 2012
Client receivables	$ 191,745	$ 174,774
Unbilled revenue	37,110	32,494
Total	228,855	207,268
Less allowance for doubtful accounts	(4,825)	(4,267)
Net trade receivables	$ 224,030	$ 203,001

The composition of inventories is as follows:

	June 29, 2013	December 29, 2012
Raw materials and supplies	$ 14,427	$ 14,525
Work in process	12,696	11,082
Finished products	61,282	62,863
Inventories	$ 88,405	$ 88,470

The composition of other current assets is as follows:

	June 29, 2013	December 29, 2012
Prepaid assets	$ 24,703	$ 20,404
Deferred tax asset	29,531	30,018
Marketable securities	6,929	6,781
Prepaid income tax	31,523	26,169
Restricted cash	229	229
Other current assets	$ 92,915	$ 83,601

(dollars in thousands, except per share amounts)

The composition of net property, plant and equipment is as follows:

	June 29, 2013	December 29, 2012
Land	$ 40,340	$ 40,812
Buildings	682,832	697,547
Machinery and equipment	361,903	356,960
Leasehold improvements	36,583	34,916
Furniture and fixtures	24,420	25,681
Vehicles	3,862	3,736
Computer hardware and software	109,503	107,171
Construction in progress	43,793	46,186
Total	1,303,236	1,313,009
Less accumulated depreciation	(606,741)	(595,989)
Net property, plant and equipment	$ 696,495	$ 717,020

Depreciation is calculated for financial reporting purposes using the straight-line method based on the estimated useful lives of the assets. Depreciation expense for the six months ended June 29, 2013 and June 30, 2012 was $31,708 and $31,160, respectively.

The composition of other assets is as follows:

	June 29, 2013	December 29, 2012
Deferred financing costs	$ 8,026	$ 6,424
Cash surrender value of life insurance policies	24,063	25,240
Equity-method affiliates	11,117	8,492
Other assets	10,709	8,503
Other assets	$ 53,915	$ 48,659

The composition of other current liabilities is as follows:

	June 29, 2013	December 29, 2012
Accrued income taxes	$ 19,440	$ 18,216
Current deferred tax liability	426	410
Accrued interest and other	2,691	2,636
Other current liabilities	$ 22,557	$ 21,262

(dollars in thousands, except per share amounts)

The composition of other long-term liabilities is as follows:

	June 29, 2013	December 29, 2012
Deferred tax liability	$ 16,150	$ 13,147
Long-term pension liability	38,796	44,316
Accrued Executive Supplemental Life Insurance Retirement Plan and Deferred Compensation Plan	28,337	26,663
Other long-term liabilities	21,321	20,840
Other long-term liabilities	$ 104,604	$ 104,966

4. MARKETABLE SECURITIES AND EQUITY-METHOD AFFILIATES

Investments in marketable securities are reported at fair value and consist of time deposits. The carrying value for these time deposits approximates fair value. The amortized cost, gross unrealized gains, gross unrealized losses and fair value for marketable securities by major security type were as follows:

	June 29, 2013			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Time deposits	$ 6,929	$ —	$ —	$ 6,929
	$ 6,929	$ —	$ —	$ 6,929

	December 29, 2012			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Time deposits	$ 6,781	$ —	$ —	$ 6,781
	$ 6,781	$ —	$ —	$ 6,781

Maturities of debt securities were as follows:

	June 29, 2013		December 29, 2012	
	Amortized Cost	Fair Value	Amortized Cost	Fair Value
Due less than one year	$ 6,929	$ 6,929	$ 6,781	$ 6,781
Due after one year through five years	—	—	—	—
Due after ten years	—	—	—	—
	$ 6,929	$ 6,929	$ 6,781	$ 6,781

Equity-Method Affiliates

We have invested in limited partnerships that are accounted for under the equity-method. In 2009, we entered into a limited partnership that invests in biotechnology and medical device companies. We committed $20,000, or approximately 12%, of the limited partnership's total committed capital. As of June 29, 2013, we have contributed $8,820 of our total committed capital of $20,000. During the first quarter of 2013, we entered into a second limited partnership that invests in technology and life sciences companies with an emphasis on early stage investments. We committed $10,000, or approximately 4% of the limited partnership's total committed capital. As of June 29, 2013, we have contributed $1,321 to the limited partnership.

(dollars in thousands, except per share amounts)

We recognized equity-method gains of $1,305 for the six months ended June 29, 2013 related to these limited partnerships. These gains are reported within other income (expense). As of June 29, 2013, Equity Method Affiliates had a carrying value of $11,117, which is reported in Other Assets, Noncurrent on the consolidated balance sheets.

5. FAIR VALUE

Valuation methodologies used for assets and liabilities measured or disclosed at fair value are as follows:

- Time deposits—Valued at their ending balances as reported by the financial institutions that hold our securities, which approximates fair value.
- Life policies—Valued at cash surrender value based on fair value of underlying investments.
- Hedge contract—Valued at fair value by management based on our foreign exchange rates and forward points provided by banks.
- Redeemable noncontrolling interest—Valued using a weighted combination of a market-based approach, utilizing information about our company as well as publicly available industry information to determine revenue and earnings multiples, and an income approach based on estimated future cash flows, based on projected financial data, discounted by a weighted average cost of capital. Significant assumptions include a discount rate of 17.5% and a long-term pretax operating margin of 33.5% .

Assets and liabilities measured at fair value on a recurring basis are summarized below:

	Fair Value Measurements at June 29, 2013			
	Quoted Prices in Active Markets for Identical Assets Level 1	Significant Other Observable Inputs Level 2	Significant Unobservable Inputs Level 3	Assets and Liabilities at Fair Value
Time deposits	$ —	$ 6,929	$ —	$ 6,929
Life policies	—	18,301	—	18,301
Total assets measured at fair value	$ —	$ 25,230	$ —	$ 25,230
Redeemable noncontrolling interest	—	—	11,676	11,676
Total liabilities measured at fair value	$ —	$ —	$ 11,676	$ 11,676

	Fair Value Measurements at December 29, 2012			
	Quoted Prices in Active Markets for Identical Assets Level 1	Significant Other Observable Inputs Level 2	Significant Unobservable Inputs Level 3	Assets and Liabilities at Fair Value
Time deposits	$ —	$ 6,781	$ —	$ 6,781
Life policies	—	19,555	—	19,555
Hedge contract	—	16	—	16
Total assets measured at fair value	$ —	$ 26,352	$ —	$ 26,352
Redeemable noncontrolling interest	—	—	—	—
Total liabilities measured at fair value	$ —	$ —	$ —	$ —

The book value of our term and revolving loans, which are variable rate loans carried at amortized cost, approximates fair value based current market pricing of similar debt.

(dollars in thousands, except per share amounts)

	Fair Value Measurements Using Significant Unobservable Inputs (Level 3)	
	Six Months Ended	
Redeemable Noncontrolling Interest (Liability)	**June 29, 2013**	**June 30, 2012**
Beginning balance	$ —	$ —
Transfers in and/or out of Level 3	—	—
Total gains or losses (realized/unrealized):		
Included in other income (expense)	299	—
Included in other comprehensive income (CTA)	139	—
Included in additional paid-in capital	2,275	
Purchases, issuances and settlements	8,963	—
Ending balance	$ 11,676	$ —

	Fair Value Measurements Using Significant Unobservable Inputs (Level 3)	
	Six Months Ended	
Auction rate securities (Asset)	**June 29, 2013**	**June 30, 2012**
Beginning balance	$ —	$ 11,051
Transfers in and/or out of Level 3	—	—
Total gains or losses (realized/unrealized):		
Included in other income (expense)	—	(712)
Included in other comprehensive income	—	921
Purchases, issuances and settlements	—	(11,260)
Ending balance	$ —	$ —

We enter into derivative instruments to hedge foreign currency exchange risk to reduce the impact of changes to foreign currency rates on our financial statements. During the six months ended June 29, 2013, we recognized $761 of net hedge losses associated with forward currency contracts open during the period. As of June 29, 2013, there were no open forward currency contracts.

6. GOODWILL AND OTHER INTANGIBLE ASSETS

The following table displays the gross carrying amount and accumulated amortization of definite-lived intangible assets by major class:

(dollars in thousands, except per share amounts)

	June 29, 2013		December 29, 2012	
	Gross Carrying Amount	Accumulated Amortization & Impairment Loss	Gross Carrying Amount	Accumulated Amortization & Impairment Loss
Backlog	$ 2,848	$ (2,409)	$ 2,875	$ (2,375)
Client relationships	306,450	(228,699)	305,178	(231,902)
Client contracts	14,554	(14,554)	15,366	(15,366)
Trademarks and trade names	5,372	(4,899)	5,326	(4,821)
Standard operating procedures	2,750	(1,178)	2,751	(863)
Other identifiable intangible assets	10,327	(3,790)	10,033	(4,718)
Total other intangible assets	$ 342,301	$ (255,529)	$ 341,529	$ (260,045)

Additionally, as of both June 29, 2013 and December 29, 2012 , other intangible assets, net, included $3,438 of indefinite-lived intangible assets.

The changes in the gross carrying amount and accumulated impairment loss of goodwill are as follows:

		Adjustments to Goodwill		
	December 29, 2012	Acquisitions	Foreign Exchange	June 29, 2013
Research Models and Services				
Gross carrying amount	$ 63,139	$ 19,273	$ 29	$ 82,441
Preclinical Services				
Gross carrying amount	1,150,470	—	(387)	1,150,083
Accumulated impairment loss	(1,005,000)			(1,005,000)
Total				
Gross carrying amount	$ 1,213,609	$ 19,273	$ (358)	$ 1,232,524
Accumulated impairment loss	(1,005,000)			(1,005,000)
Goodwill, net	$ 208,609			$ 227,524

(dollars in thousands, except per share amounts)

7. LONG-TERM DEBT AND CAPITAL LEASE OBLIGATIONS

Long-Term Debt

Long-term debt consists of the following:

	June 29, 2013	December 29, 2012
2.25% Senior convertible debentures:		
Principal	$ —	$ 349,995
Unamortized debt discount	—	(6,726)
Net carrying amount of senior convertible debentures	—	343,269
Term loan facilities	420,000	290,947
Revolving credit facility	215,000	32,000
Other long-term debt	228	232
Total debt	635,228	666,448
Less: current portion of long-term debt	(15,978)	(139,373)
Long-term debt	$ 619,250	$ 527,075

On May 29, 2013, we amended and restated our credit agreement dated September 23, 2011 to repay loans outstanding under the previous agreement and extend the maturity date under a new $970,000 agreement (the $970M Credit Facility). The $970M Credit Facility provides for a $420,000 U.S. term loan facility and a $550,000 multi-currency revolving credit facility. The revolving credit facility may be drawn in U.S. Dollars, Euros, Pound Sterling, or Japanese Yen, subject to sub-limits by currency. Under specified circumstances, we have the ability to expand the term loan and/or revolving credit facility by up to $350,000 in the aggregate. Certain financing costs associated with the $970M Credit Facility were capitalized as deferred financing costs and will be amortized over the life of the agreement using the effective interest method. As a result of the refinancing and the associated modification and extinguishment of the previous debt agreement, we recognized an extinguishment loss of $389 of deferred financing costs associated with the previous credit agreement.

The $420,000 U.S. term loan matures in quarterly installments through maturity on May 29, 2018. The revolving credit facility also matures on May 29, 2018 and requires no scheduled payment before this date. The interest rates applicable to the $970M Credit Facility are variable and are based on an applicable rate plus a spread determined by our leverage ratio. As of June 29, 2013, the interest rate spread for the adjusted LIBOR was 1.25% .

The $970M Credit Facility includes certain customary representations and warranties, events of default, notices of material adverse changes to our business and negative and affirmative covenants. As of June 29, 2013, we were compliant with all financial covenants specified in the credit agreement.

We had $4,855 outstanding under letters of credit as of June 29, 2013.

Our $350,000 of 2.25% Senior Convertible Debentures (the 2013 Notes) became due in June 2013 and were retired with funds provided by the $970M Credit Facility and available cash.

Principal maturities of existing debt for the periods set forth in the table below, are as follows:

Twelve Months Ending	
June 2014	$ 15,978
June 2015	36,750
June 2016	42,000
June 2017	73,500
June 2018	467,000
Total	$ 635,228

(dollars in thousands, except per share amounts)

We have capital leases for equipment. These leases are capitalized using interest rates considered appropriate at the inception of the lease. Capital lease obligations amounted to $705 and $72 at June 29, 2013 and December 29, 2012, respectively.

8. EQUITY

Earnings Per Share

Basic earnings per share for the three and six months ended June 29, 2013 and June 30, 2012 was computed by dividing earnings available to common shareholders for these periods by the weighted average number of common shares outstanding in the respective periods adjusted for contingently issuable shares. The weighted average number of common shares outstanding for the three and six months ended June 29, 2013 and June 30, 2012 have been adjusted to include common stock equivalents for the purpose of calculating diluted earnings per share for these periods.

Options to purchase 2,591,555 shares and 4,672,900 shares were outstanding in each of the three months ended June 29, 2013 and June 30, 2012, respectively, but were not included in computing diluted earnings per share because their inclusion would have been anti-dilutive. Basic weighted average shares outstanding for the three and six months ended June 29, 2013 and June 30, 2012 excluded the weighted average impact of 1,121,561 and 942,723 shares, respectively, of non-vested restricted stock awards. Options to purchase 2,868,814 shares and 4,534,065 shares were outstanding in each of the six months ended June 29, 2013 and June 30, 2012, respectively, but were not included in computing diluted earnings per share because their inclusion would have been anti-dilutive.

The following table illustrates the reconciliation of the numerator and denominator in the computations of the basic and diluted earnings per share:

	Three Months Ended		Six Months Ended	
	June 29, 2013	June 30, 2012	June 29, 2013	June 30, 2012
Numerator:				
Income from continuing operations for purposes of calculating earnings per share	$ 28,199	$ 30,426	$ 53,932	$ 56,788
Income (loss) from discontinued businesses	(915)	$ 42	$ (1,070)	$ 119
Denominator:				
Weighted-average shares outstanding—Basic	48,280,371	48,029,744	47,969,683	48,142,347
Effect of dilutive securities:				
2.25% senior convertible debentures	—	—	—	—
Stock options and contingently issued restricted stock	555,082	383,056	678,259	439,844
Weighted-average shares outstanding—Diluted	48,835,453	48,412,800	48,647,942	48,582,191
Basic earnings per share from continuing operations attributable to common shareholders	$ 0.58	$ 0.63	$ 1.12	$ 1.18
Basic earnings per share from discontinued operations attributable to common shareholders	$ (0.02)	$ —	$ (0.02)	$ —
Diluted earnings per share from continuing operations attributable to common shareholders	$ 0.58	$ 0.63	$ 1.11	$ 1.17
Diluted earnings per share from discontinued operations attributable to common shareholders	$ (0.02)	$ —	$ (0.02)	$ —

Treasury Shares

For the six months ended June 29, 2013 and June 30, 2012, we repurchased 546,675 shares of common stock for $23,038 and 806,454 shares of common stock for $27,800, respectively, through open market purchases made in reliance on Rules 10b5-1 and 10b-18 of the Securities Exchange Act of 1934, as amended. Additionally, our 2007 Incentive Plan permits the netting of common stock upon vesting of restricted stock awards in order to satisfy individual tax withholding requirements. During the six months ended June 29, 2013 and June 30, 2012, we acquired 112,748 shares for $4,519 and 83,337 shares for $3,013, respectively, as a result of such withholdings.

Share repurchases for the six months ended June 29, 2013 and June 30, 2012 were as follows:

(dollars in thousands, except per share amounts)

	Six Months Ended	
	June 29, 2013	June 30, 2012
Number of shares of common stock repurchased	659,423	889,791
Total cost of repurchase	$ 27,557	$ 30,813

On July 30, 2013, our Board of Directors increased the stock repurchase authorization to $850,000 from $750,000

9. INCOME TAXES

The following table provides a reconciliation of the provision for income taxes on the condensed consolidated statements of income:

	Three Months Ended		Six Months Ended	
	June 29, 2013	June 30, 2012	June 29, 2013	June 30, 2012
Income from continuing operations before income taxes	$ 36,847	$ 40,000	$ 72,495	$ 75,146
Effective tax rate	22.3%	23.6%	24.7%	24.1%
Provision for income taxes	$ 8,219	$ 9,453	$ 17,941	$ 18,129

Our overall effective tax rate was 22.3% in the second quarter of 2013 and 23.6% in the second quarter of 2012. The decrease was primarily attributable to a favorable mix of earnings and an increase in tax benefits due to research and development activities and the U.S. domestic production deduction. These benefits were partially offset by a French tax law change enacted in 2013 that limits the deductibility of interest by our French affiliates. The effective tax rate for the six months ended June 30, 2012 reflects an unbenefitted capital loss on the sale of auction rate securities recorded in the first quarter of 2012. Additionally, the effective rate for the six months ended June 29, 2013 reflects a discrete tax cost of $703 due to the retroactive impact of the French tax law change to 2012, a $525 discrete tax cost related to nondeductible transaction costs incurred in 2012 for the acquisition of Vital River, which closed in the first quarter of 2013, and a discrete tax benefit of $330 for the retroactive impact to 2012 of a change in U.S. Federal tax law enacted during the first quarter of 2013 related to the U.S. anti deferral regime.

In accordance with Canadian Federal tax law, we claim scientific research and experimental development (SR&ED) credits on qualified research and development costs incurred by our preclinical services facility in Canada in the performance of projects for non-Canadian clients. Additionally, in accordance with the tax law of the United Kingdom, we claim enhanced deductions related to qualified research and development costs incurred by our preclinical services facility in Scotland, in the performance of certain client contracts. On July 17, 2013, the UK government enacted a tax law change that replaces the existing research and development enhanced deduction with a research and development credit. Application of the new law is mandatory beginning in 2016. However, taxpayers may elect to adopt it as early as April 1, 2013. We are currently evaluating the impact of the new law on our financial position and results of operations and assessing the appropriate timing of adoption.

During the second quarter of 2013, our unrecognized tax benefits recorded decreased by $127 to $32,107 due primarily to the net impact of an increase from ongoing evaluation of uncertain tax positions in the current period offset by reductions from a settlement of a U.S. state audit and foreign exchange movement. The amount of unrecognized income tax benefits that would impact the effective tax rate favorably decreased by $111 to $25,896. The decrease was due primarily to the net impact of an increase from ongoing evaluation of uncertain tax positions in the current period offset by reductions from a settlement of a U.S. state audit and foreign exchange movement. The amount of accrued interest on unrecognized tax benefits increased by $113 to $2,425 in the second quarter of 2013.

We conduct business in a number of tax jurisdictions. As a result, we are subject to tax audits in jurisdictions including, but not limited to, the United States, the United Kingdom, Japan, France, Germany and Canada. With few exceptions, we are no longer subject to U.S. and international income tax examinations for years before 2005.

(dollars in thousands, except per share amounts)

Our preclinical services subsidiary in Montreal is currently under audit by the Minister of Revenue Quebec provincial tax authority (MRQ). We do not believe that resolution of this controversy will have a material impact on our financial position or results of operations.

Canadian SR&ED credit claims for 2005 through 2011 are currently being reviewed by the Canadian Revenue Authority (CRA). We believe it is reasonably possible that we will reach a settlement with the CRA with respect to the SR&ED credits claimed for these years within the next twelve months. We do not believe that settlement of these years will have a material impact on our financial position or results of operations.

We are currently under audit by the CRA for the years 2006 through 2009. In the fourth quarter of 2012, we received a draft reassessment from the CRA related to the transfer pricing in our preclinical services operations in Montreal. We received revised draft reassessments in the second quarter of 2013. The CRA proposes to disallow certain deductions related to headquarter service charges for the years 2006 through 2009. We intend to file an objection with the CRA upon receipt of the Notice of Reassessment and apply to the Internal Revenue Service (IRS) and the CRA for relief pursuant to the competent authority procedure provided in the tax treaty between the U.S. and Canada. We believe that the controversy will likely be ultimately settled via the competent authority process. In the fourth quarter of 2012, we established a reserve for this uncertain tax position of $2,408 related to years 2006 through 2012 to reduce the tax benefit recognized for these deductions in Canada to the level that we believe will likely be realized upon the ultimate resolution of this controversy. Additionally, in the fourth quarter of 2012, we recognized a tax asset of $2,981, which is included in Other Assets, that represents the correlative relief that we believe will more likely than not be received in the U.S. via the competent authority process. The actual amounts of the liability for Canadian taxes and the asset for the correlative relief in the U.S. could be different based upon the agreement reached between the IRS and CRA.

We believe we have appropriately provided for all uncertain tax positions.

In accordance with our policy, the undistributed earnings of our non-U.S. subsidiaries remain indefinitely reinvested as of the end of the second quarter of 2013 as they are required to fund needs outside the U.S. and cannot be repatriated in a manner that is substantially tax free.

The income tax expense (benefit) related to items of other comprehensive income are as follows:

	Three Months Ended		Six Months Ended	
	June 29, 2013	June 30, 2012	June 29, 2013	June 30, 2012
Income tax expense (benefit) related to foreign currency translation adjustment	$ (5)	$ 51	$ 656	$ (38)
Income tax expense related to change in unrecognized pension gains, losses and prior service costs	301	233	544	583
Income tax expense (benefit) related to items of other comprehensive income	$ 296	$ 284	$ 1,200	$ 545

(dollars in thousands, except per share amounts)

10. EMPLOYEE BENEFITS

The following table provides the components of net periodic benefit cost for our defined benefit plans for the three month period ended:

	Pension Benefits		Supplemental Retirement Benefits	
	June 29, 2013	June 30, 2012	June 29, 2013	June 30, 2012
Service cost	$ 823	$ 979	$ 161	$ 160
Interest cost	2,762	2,810	177	223
Expected return on plan assets	(3,593)	(3,430)	—	—
Amortization of prior service cost (credit)	(147)	(159)	165	165
Amortization of net loss (gain)	682	588	63	65
Net periodic benefit cost	$ 527	$ 788	$ 566	$ 613

The following table provides the components of net periodic benefit cost for our defined benefit plans for the six month period ended:

	Pension Benefits		Supplemental Retirement Benefits	
	June 29, 2013	June 30, 2012	June 29, 2013	June 30, 2012
Service cost	$ 1,670	$ 1,958	$ 322	$ 320
Interest cost	5,572	5,621	354	446
Expected return on plan assets	(7,249)	(6,860)	—	—
Amortization of prior service cost (credit)	(297)	(310)	330	330
Amortization of net loss (gain)	1,372	1,170	126	130
Net periodic benefit cost	$ 1,068	$ 1,579	$ 1,132	$ 1,226

During 2013, we expect to contribute $9,686 to our pension plans.

11. STOCK PLANS AND STOCK BASED COMPENSATION

The estimated fair value of our stock-based awards, less expected forfeitures, is amortized over the awards' vesting period on a straight-line basis. The following table presents stock-based compensation included in our consolidated statement of income:

(dollars in thousands, except per share amounts)

	Three Months Ended		Six Months Ended	
	June 29, 2013	June 30, 2012	June 29, 2013	June 30, 2012
Stock-based compensation expense included in:				
Cost of sales	$ 1,350	$ 2,345	$ 2,719	$ 3,792
Selling and administration	4,931	2,976	9,466	6,794
Stock-based compensation, before income taxes	6,281	5,321	12,185	10,586
Provision for income taxes	(2,276)	(1,884)	(4,319)	(3,768)
Stock-based compensation, net of tax	$ 4,005	$ 3,437	$ 7,866	$ 6,818

The fair value of stock-based awards granted during the first six months of 2013 and 2012 was estimated on the grant date using the Black-Scholes option-pricing model with the following weighted-average assumptions:

	June 29, 2013	June 30, 2012
Expected life (in years)	4.2 years	4.5 years
Expected volatility	32.7%	34.9%
Risk-free interest rate	0.80%	0.84%
Expected dividend yield	0%	0%
Weighted-average grant date fair value	$ 11.17	$ 10.94

Stock Options

The following table summarizes stock option activities under our plans:

	Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (in years)	Aggregate Intrinsic Value
Options outstanding as of December 29, 2012	5,860,403	$ 39.11		
Options granted	592,839	$ 40.54		
Options exercised	(1,108,982)	$ 32.75		
Options canceled	(35,157)	$ 42.15		
Options outstanding as of June 29, 2013	5,309,103	$ 40.58	3.25 years	$ 18,054
Options exercisable as of June 29, 2013	3,690,013	$ 41.62	2.27 years	$ 13,428

As of June 29, 2013, the unrecognized compensation cost related to 1,619,090 unvested stock options expected to vest was $14,871. This unrecognized compensation will be recognized over an estimated weighted-average amortization period of 2.5 years.

The total intrinsic value of options exercised during the six months ending June 29, 2013 and June 30, 2012 was $11,543 and $177, respectively, with intrinsic value defined as the difference between the market price on the date of exercise and the grant date price. The total amount of cash received from the exercise of options during the six months ending June 29, 2013 and June 30, 2012 was $36,351 and $3,107, respectively. The actual tax benefit realized for the tax deductions from option exercises totaled $4,159 for the six months ending June 29, 2013. A charge of $1,527 was recorded in capital in excess of par value in the first six months of 2013 for the excess of deferred tax assets over the actual tax benefits at option exercise. We settle stock option exercises with newly issued common shares.

Restricted Stock

Stock compensation expense associated with restricted common stock is charged for the market value on the date of grant, less estimated forfeitures, and is amortized over the awards' vesting period on a straight-line basis.

(dollars in thousands, except per share amounts)

The following table summarizes the restricted stock activity for the six months ending June 29, 2013:

	Restricted Stock	Weighted Average Grant Date Fair Value
Outstanding as of December 29, 2012	934,505	$ 35.83
Granted	565,149	40.52
Vested	(369,219)	40.34
Canceled	(8,874)	41.97
Outstanding as of June 29, 2013	1,121,561	$ 36.66

As of June 29, 2013, the unrecognized compensation cost related to shares of unvested restricted stock expected to vest was $36,368. This unrecognized compensation will be recognized over an estimated weighted-average amortization period of 33 months. The total fair value of restricted stock grants that vested during the six months ending June 29, 2013 and June 30, 2012 was $14,895 and $813, respectively. The actual tax benefit realized for the tax deductions from restricted stock grants that vested totaled $5,283 for the six months ended June 29, 2013.

Performance Based Stock Award Program

On February 22, 2013, we granted 163,847 Performance Share Units (PSUs) to certain executive officers. The PSUs will be paid out in our common stock based upon the results of two metrics: (1) performance based on our earnings per share with certain defined adjustments and (2) our relative stock price market performance based on a 3-year relative Total Shareholder Return calculation. Accordingly, the actual total number of our shares into which the granted PSUs will convert can range from no shares to 327,694 shares. The PSUs will be fully vested in December 2015 and will be paid out in the form of our common stock in the first quarter of 2016. Compensation expense associated with the PSUs of $892 was recorded during the six months ended June 29, 2013.

12. COMMITMENTS AND CONTINGENCIES

Various lawsuits, claims and proceedings of a nature considered normal to our business are pending against us. In the opinion of management, the outcome of such proceedings and litigation currently pending will not materially affect our consolidated financial statements.

In early May 2013, the Company commenced an investigation into inaccurate billing with respect to certain government contracts. The Company promptly reported these matters to the relevant government contracting officers, the Department of Health and Human Services' Office of the Inspector General, and the Department of Justice, and we are cooperating with these agencies to ensure the proper repayment and resolution of this matter. The Company has identified approximately $1,500 in excess amounts billed on these contracts since January 1, 2007 and has reserved such amount. Because of the preliminary stage of discussions with the government and complex nature of this matter, the Company believes that it is reasonably possible that additional losses may be incurred. However, the Company cannot at this time estimate the potential range of loss beyond the current reserve of $1,500.

13. BUSINESS SEGMENT INFORMATION

We report two business segments, Research Models and Services (RMS) and Preclinical Services (PCS). Our RMS segment includes sales of Research Models, Genetically Engineered Models and Services (GEMS), Insourcing Solutions (IS), Research Animal Diagnostic Services (RADS), Discovery Research Services (DRS), Endotoxin and Microbial Detection (EMD) products and services, and Avian Vaccine products and services. Our PCS segment includes services required to take a drug through the development process, which includes discovery services, safety assessment and biopharmaceutical services.

(dollars in thousands, except per share amounts)

The following table presents sales and other financial information by business segment.

	Three Months Ended		Six Months Ended	
	June 29, 2013	June 30, 2012	June 29, 2013	June 30, 2012
Research Models and Services				
Net sales	$ 178,973	$ 173,611	$ 361,462	$ 356,763
Gross margin	75,771	76,266	156,206	158,462
Operating income	49,630	55,542	104,933	115,009
Depreciation and amortization	10,629	9,085	20,502	18,027
Capital expenditures	6,344	7,569	10,354	20,469
Preclinical Services				
Net sales	$ 113,960	$ 111,112	$ 222,709	$ 213,941
Gross margin	26,799	27,319	50,575	49,335
Operating income	10,935	10,809	18,995	14,983
Depreciation and amortization	9,781	10,980	19,918	22,040
Capital expenditures	3,451	1,872	5,869	3,084

A reconciliation of segment operating income to consolidated operating income is as follows:

	Three Months Ended		Six Months	
	June 29, 2013	June 30, 2012	June 29, 2013	June 30, 2012
Total segment operating income	$ 60,565	$ 66,351	$ 123,928	$ 129,992
Unallocated corporate overhead	(17,377)	(17,077)	(37,977)	(36,978)
Consolidated operating income	$ 43,188	$ 49,274	$ 85,951	$ 93,014

Net sales for each significant service area are as follows:

	Three Months Ended		Six Months Ended	
	June 29, 2013	June 30, 2012	June 29, 2013	June 30, 2012
Research models	$ 98,901	$ 97,766	$ 202,024	$ 202,698
Research model services	52,402	53,776	104,556	109,847
EMD	27,670	22,069	54,882	44,218
Total research models and services	178,973	173,611	361,462	356,763
Total preclinical services	113,960	111,112	222,709	213,941
Total sales	$ 292,933	$ 284,723	$ 584,171	$ 570,704

A summary of unallocated corporate overhead consists of the following:

(dollars in thousands, except per share amounts)

	Three Months Ended		Six Months Ended	
	June 29, 2013	June 30, 2012	June 29, 2013	June 30, 2012
Stock-based compensation expense	$ 3,470	$ 2,900	$ 6,667	$ 5,685
U.S. retirement plans	1,042	1,014	2,342	2,386
Audit, tax and related expense	1,089	637	2,324	1,291
Salary and bonus	5,471	4,866	10,226	9,789
Global IT	2,860	3,366	5,446	6,216
Employee health, long-term disability and fringe benefit expense	(1,656)	(1,140)	572	853
Consulting and professional services	1,315	778	2,003	2,520
Depreciation expense	1,572	1,570	3,142	3,139
Other general unallocated corporate expenses	2,214	3,086	5,255	5,099
Total unallocated corporate overhead costs	$ 17,377	$ 17,077	$ 37,977	$ 36,978

Other general unallocated corporate expenses consist of various departmental costs including those associated with senior executives, corporate accounting, legal, tax, human resources and treasury.

14. DISCONTINUED OPERATIONS

On March 28, 2011, we disposed of our Phase I clinical business for a nominal amount. As part of the disposition we remained the guarantor of the Phase I facility lease. During the second quarter of 2011, we recognized the value of the guarantee net of the buyer's related indemnity as a liability of $2,994, which we are accreting ratably over the remaining term of the lease. The facility lease runs through January 2021 with remaining lease payments totaling $12,153 as of June 29, 2013.

During the period ended December 29, 2012, we concluded that the decreasing financial viability of the lessee (the buyer of the Phase I clinical business) increased the probability that we will be required to make future lease payments as guarantor. As a result, we recorded an additional contingent loss for the guarantee, reflecting our estimate of the total future lease payments less sublease income. Under the terms of the lease, if we are required to honor the guarantee due to default by the lessee, we may obtain control of the leased property.

On April 4, 2013 the buyer of our Phase I clinical business filed for Chapter 11 bankruptcy. As a result, we revised our estimate of the total future lease payments, less estimated sublease income, resulting in an additional charge of $1,316 The total carrying amount of the liability for our obligation under the lease as of June 29, 2013 is $11,145 and is reflected on the consolidated balance sheet as a liability of discontinued operations.

The consolidated financial statements classify, as discontinued operations, the assets and liabilities, operating results and cash flows, of businesses that are discontinued for all periods presented. Operating results from discontinued operations are as follows:

	Three Months Ended		Six Months Ended	
	June 29, 2013	June 30, 2012	June 29, 2013	June 30, 2012
Net sales	$ —	$ —	$ —	$ —
Income (loss) from operations of discontinued businesses, before income taxes	(1,502)	69	(1,722)	172
Provision (benefit) for income taxes	(587)	27	(652)	53
Income (loss) from operations of discontinued businesses, net of taxes	$ (915)	$ 42	$ (1,070)	$ 119

(dollars in thousands, except per share amounts)

Assets and liabilities of discontinued operations at June 29, 2013 and December 29, 2012 consisted of the following:

	June 29, 2013	December 29, 2012
Current assets	$ 886	$ 495
Long-term assets	3,510	3,328
Total assets	$ 4,396	$ 3,823
Current liabilities	$ 2,280	$ 1,802
Long-term liabilities	8,979	8,795
Total liabilities	$ 11,259	$ 10,597

Current and long-term assets include deferred tax assets. Current and long-term liabilities consist primarily of estimated lease payments, less sublease income, for the Phase I facility.

15. BUSINESS ACQUISITIONS

In October 2012, we entered into an agreement to acquire a 75%- ownership interest of Vital River, a commercial provider of research models and related services in China, for approximately $26,890 in cash, subject to certain closing adjustments. The acquisition closed in January 2013. Vital River's financial results are included in our RMS reportable business segment.

The purchase price allocation, net of $2,671 of cash acquired, is as follows:

Current assets (excluding cash)	$ 3,092
Property, plant and equipment	10,404
Other long-term assets	2,242
Definite-lived intangible assets	16,281
Goodwill	19,096
Current liabilities	(11,792)
Long term liabilities	(6,141)
Redeemable noncontrolling interest	(8,963)
Total purchase price allocation	$ 24,219

The breakout of definite-lived intangible assets acquired is as follows:

		Weighted average amortization life (in years)
Client relationships	$ 14,292	11.7 years
Reacquired rights	1,829	1.3 years
Other intangible assets	160	2.8 years
Total definite-lived intangible assets	$ 16,281	

The definite-lived intangibles are largely attributed to the expected cash flows related to customer relationships existing at the acquisition closing date. In addition, the Company reacquired a right previously granted to the entity related to a royalty agreement for the distribution of products in China. The value assigned to the reacquired right will be amortized over the remaining life of the existing royalty agreement. The goodwill resulting from the transaction is primarily attributed to the potential growth of the business in China. The goodwill is not deductible for tax purposes.

Concurrent with the acquisition, the Company entered into a joint venture agreement with the noncontrolling interest holders that provide the Company with the right to purchase the remaining 25% of the entity for cash at its then appraised value

beginning in January 2016. Additionally, the noncontrolling interest holders were granted the right to require the Company to purchase the remaining 25% of the entity at its then appraised value beginning in January 2016 for cash. These rights are accelerated in certain events. As the noncontrolling interest holders can require the Company to purchase for cash the remaining 25% interest, we classify the carrying amount of the noncontrolling interest above the equity section and below liabilities on the consolidated balance sheet and we adjust the carrying amount to fair value each quarter end. Adjustments to fair value are recorded through additional paid-in capital.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following Management's Discussion and Analysis will help you understand our financial condition and results of operations. The Management's Discussion and Analysis is a supplement to, and should be read in conjunction with, our consolidated financial statements and the accompanying notes to the consolidated financial statements.

Overview

We are a leading global provider of solutions that advance the drug discovery and development process, including research models and associated services and outsourced preclinical services. We provide our products and services to global pharmaceutical companies and biotechnology companies, as well as government agencies, leading hospitals and academic institutions throughout the world in order to bring drugs to market faster and more efficiently. We have built upon our core competency of *in vivo* biology, including laboratory animal medicine and science (research model technologies) to develop a diverse portfolio of preclinical services - both GLP (Good Laboratory Practice) and non-GLP - which address drug discovery and development. Utilizing our broad portfolio of products and services enables our clients to create a more flexible drug development model which reduces their costs, enhances their productivity and effectiveness, and increase speed to market. We have been in business for over 65 years and currently operate approximately 65 facilities in 15 countries worldwide.

For the last few years, large pharmaceutical and biotechnology companies have been undergoing significant change as they endeavor to improve the productivity of their drug development pipelines, and at the same time, streamline their infrastructures in order to improve efficiency and reduce operating costs. Our clients' efforts have had an unfavorable impact on our operations as a result of our clients' measured research and development spending; delays in decisions and commitments; tight cost constraints and the resultant pressure on pricing and payment terms, particularly in view of excess capacity in the contract research industry; and a focus on late-stage clinical testing as our clients accelerate their efforts to bring drugs to market in the face of expiration of patents on branded drugs. There were other trends which also affected us unfavorably: biotechnology companies experienced a period of decreased funding, which has only recently improved as a result of investments by global pharmaceutical companies and a moderate improvement in the public markets for these companies; uncertainty surrounding healthcare reform initiatives; and consolidation in the pharmaceutical and biotechnology industry. All of these ongoing factors continue to contribute to demand uncertainty and are expected to impact future sales.

Our market for goods and services appears to have continued to stabilize. As part of our clients' efforts to improve pipeline productivity, pharmaceutical and biotechnology companies are emphasizing efficacy testing in order to eliminate molecules from the pipeline earlier in the drug development process. This trend is visible in increasing demand for our non-GLP *in vivo* pharmacology and drug metabolism and pharmacokinetics (DMPK) services. We continue to anticipate that our clients will reduce their internal capacity through closure of underutilized facilities and increase their use of these outsourced services in the future, because utilizing outsourced services enables them to create a flexible drug development model which improves operating efficiency and reduces costs.

As our clients increase focus on strategic outsourcing, our scientific expertise, operating efficiency, information technology platforms and client data portals, and ability to meet each client's individual needs strongly positions us to compete for business. We continue to build momentum by winning new or renewing existing strategic relationships with our clients. We continue to be selected for these strategic relationships in a highly competitive marketplace because of the characteristics noted above, as well as our broad portfolio of products and services which span the early-stage drug development continuum, and our ability to develop a customized *in vivo* biology program to support our client's drug development efforts. Price continues to be a factor in our bids but we believe our scientific expertise remains a key criterion. Our ongoing discussions concerning additional strategic relationships continue as our clients focus on the logistics of outsourcing. Additionally, we continue to expand our relationships with our mid-tier and academic clients by focusing our sales and marketing efforts in order to achieve market share gains.

We believe that the long-term drivers for our business as a whole will primarily emerge from our clients' continued demand for research models and services, EMD products, and both GLP and non-GLP *in vivo* biology services, which are essential to the drug development process. However, presently it is challenging to predict the timing associated with these drivers.

We continue to focus on our four key initiatives designed to allow us to drive profitable growth and to maximize value for shareholders, and thus better position ourselves to operate successfully in the current and future business environment. These four initiatives are: improving the consolidated operating margin, improving free cash flow generation, disciplined investment in growth businesses and returning value to shareholders. Our continued actions, which include aggressively driving operating efficiencies, disciplined focus on deployment of capital, investing in those areas of our existing business with the greatest potential for growth and repurchasing stock with the intent to drive immediate shareholder value and earnings per share accretion, are significant actions toward the achievement of our four key initiatives. An example of our focus on operating

efficiencies is management's commitment in July 2013 to consolidate production in its U.S. research model facilities and anticipates that these actions will result in the abandonment of certain long-lived assets, including a building at one of the facilities. Management's analysis of financial impact of these actions is still in progress. Management anticipates that accelerated depreciation related to the abandoned building will be approximately $15 million over approximately the next several quarters. The acquisition of Vital River in China, completed in the first quarter of 2013, is an example of our focus on investing in growth businesses.

Total net sales during the second quarter of 2013 were $292.9 million, an increase of 2.9% over the same period last year. Sales increased in both of our business segments. The effect of foreign currency translation had a negative impact on sales of 1.1%. Our gross margin decreased to 35.0% of net sales for the second quarter of 2013 compared to 36.4% of net sales for the second quarter of 2012, due primarily to lower sales of research models, less favorable preclinical study mix, and competitor pricing pressure. Our operating income was $43.2 million for the second quarter of 2013 compared to operating income of $49.3 million for the second quarter of 2012, a decrease of 12.4% due primarily to the decline in operating income in the Research Models and Services (RMS) segment. Operating margins were 14.7% for the second quarter of 2013, compared to17.3% for the second quarter of 2012.

Our net income attributable to common shareholders was $27.3 million for the three months ended June 29, 2013 compared to $30.5 million for the three months ended June 30, 2012. Diluted earnings per share for the second quarter of 2013 were $0.56 compared to diluted earnings per share of $0.63 for the second quarter of 2012.

We report two business segments: Research Models and Services (RMS) and Preclinical Services (PCS), which reflects the manner in which our operating units are managed.

Sales for our RMS segment, which represented 61.1% of net sales in the second quarter of 2013, increased 3.1% compared to the second quarter of 2012, primarily driven by the acquisition of Vital River (RMS China) and Accugenix, as well as higher sales of Endotoxin and Microbial Detection (EMD) products and services and Avian Vaccine Services, partially offset by lower sales of legacy Research Models. RMS sales were reduced by $1.5 million due to the impact of adjustments related to inaccurate billings with respect to certain government contracts as discussed in Part II Item 1 of this document. The effect of foreign currency translation had a negative impact on sales of 1.5% for the quarter. The gross margin for the quarter decreased to 42.3% from 43.9% primarily due to the impact of lower legacy sales of Research Model and Services on our fixed costs, partially offset by our cost savings. The operating margin for the quarter decreased to 27.7% from 32.0% .

Sales for our PCS segment, which represented 38.9% of net sales in the second quarter of 2013, increased 2.6% from the second quarter of 2012, as a result of increased sales to both large biopharmaceutical and mid-tier clients, primarily as a result of continued market share gains. Foreign currency translation reduced the sales growth rate by 0.5% for the quarter. The PCS gross margin decreased to 23.5% from 24.6% in the second quarter of 2012, primarily due to a less favorable study mix and competitive pricing pressure. The operating margin for the quarter was essentially unchanged at 9.6% compared to 9.7% in the second quarter of 2012.

Three Months Ended June 29, 2013 Compared to the Three Months Ended June 30, 2012

Net Sales. Net sales for the three months ended June 29, 2013 were $292.9 million, an increase of $8.2 million, or 2.9%, from $284.7 million for the three months ended June 30, 2012. Sales increased in both business segments. The effect of foreign currency translation had a negative impact on sales of 1.1%.

Research Models and Services. For the three months ended June 29, 2013, net sales for our RMS segment were $179.0 million, an increase of $5.4 million, or 3.1%, from $173.6 million for the three months ended June 30, 2012, due primarily to the acquisitions of Vital River and Accugenix, as well as higher sales of EMD products and services and Avian Vaccine Services, partially offset by lower legacy sales of Research Models and an adjustment related to inaccurate billings with respect to certain government contracts. The effect of unfavorable foreign currency translation decreased sales by 1.5%.

Preclinical Services. For the three months ended June 29, 2013, net sales for our PCS segment were $114.0 million, an increase of $2.9 million, or 2.6%, from $111.1 million for the three months ended June 30, 2012. The sales increase was a result of increased sales to both large biopharmaceutical and mid-tier clients, primarily as a result of continued market share gains. Foreign currency translation reduced the sales growth rate by 0.5%.

Cost of Products Sold and Services Provided. Cost of products sold and services provided during the second quarter of 2013 was $190.4 million, an increase of $9.3 million, or 5.1%, from $181.1 million during the second quarter of 2012. Cost of

products sold and services provided during the three months ended June 29, 2013 was 65.0% of net sales, compared to 63.6% during the three months ended June 30, 2012.

Research Models and Services. Cost of products sold and services provided for RMS during the second quarter of 2013 was $103.2 million, an increase of $5.9 million, or 6.0%, compared to $97.3 million in 2012. Cost of products sold and services provided for the three months ended June 29, 2013 increased to 57.7% of net sales compared to 56.1% of net sales for 2012. The increase in cost as a percentage of sales was primarily due to the impact of lower sales of legacy Research Models on our fixed costs partially offset by our cost savings.

Preclinical Services. Cost of services provided for the PCS segment during the second quarter of 2013 was $87.2 million, an increase of $3.4 million, compared to $83.8 million in 2012. Cost of services provided as a percentage of net sales was 76.5% during the three months ended June 29, 2013, compared to 75.4% for the three months ended June 30, 2012. The increase in cost of services provided as a percentage of net sales was primarily attributable to a less favorable study mix and competitor pricing pressure.

Selling, General and Administrative Expenses. Selling, general and administrative expenses for the three months ended June 29, 2013 were $54.9 million, an increase of $5.0 million, or 10.0%, from $49.9 million for the three months ended June 30, 2012. Selling, general and administrative expenses for the second quarter of 2013 were 18.7% of net sales compared to 17.5% for the second quarter of 2012.

Research Models and Services. Selling, general and administrative expenses for RMS for the second quarter of 2013 were $23.9 million, an increase of $4.6 million, or 24.0%, compared to $19.3 million in 2012. Selling, general and administrative expenses increased as a percentage of sales to 13.4% for the three months ended June 29, 2013 from 11.1% for the three months ended June 30, 2012 primarily due to an insurance settlement in the prior year.

Preclinical Services. Selling, general and administrative expenses for the PCS segment for the second quarter of 2013 were $13.6 million, a decrease of $0.1 million, or 0.7%, compared to $13.5 million during 2012. Selling, general and administrative expenses for the three months ended June 29, 2013 decreased to 12.0% of net sales, compared to 12.2% of net sales for the three months ended June 30, 2012.

Unallocated Corporate Overhead. Unallocated corporate overhead, which consists of various costs primarily associated with activities centered at our corporate headquarters, such as compensation (including stock-based compensation), information systems, compliance and facilities expenses associated with our corporate, administration and professional services functions, was $17.4 million during the three months ended June 29, 2013, compared to $17.1 million during the three months ended June 30, 2012.

Amortization of Other Intangibles. Amortization of other intangibles for the three months ended June 29, 2013 was $4.5 million, a decrease of $0.1 million, from $4.4 million for the three months ended June 30, 2012. Amortization expense decreased as a percentage of sales to 1.5% for the three months ended June 29, 2013, from 1.5% for the three months ended June 30, 2012.

Research Models and Services. In the second quarter of 2013, amortization of other intangibles for our RMS segment was $2.2 million, an increase of $0.8 million from $1.4 million in the second quarter of 2012 due mainly to the acquisition of Vital River.

Preclinical Services. For the three months ended June 29, 2013, amortization of other intangibles for our PCS segment was $2.2 million, a decrease of $0.8 million from $3.0 million for the three months ended June 30, 2012.

Operating Income. Operating income for the three months ended June 29, 2013 was $43.2 million, a decrease of $6.1 million compared to operating income of $49.3 million for the three months ended June 30, 2012. Operating income as a percentage of net sales for the three months ended June 29, 2013 was 14.7% compared to 17.3% for the three months ended June 30, 2012.

Research Models and Services. For the three months ended June 29, 2013, operating income for our RMS segment was $49.6 million, a decrease of $5.9 million, or 10.6%, from $55.5 million in 2012. Operating income as a percentage of net sales for the three months ended June 29, 2013 was 27.7%, compared to 32.0% for the three months ended June 30, 2012. The decrease in operating income as a percentage of net sales was primarily due to the impact of lower legacy sales of Research Models on our fixed-cost base and adjustments related to inaccurate billing with respect to certain government contracts, partially offset by our cost savings.

Preclinical Services. For the three months ended June 29, 2013, operating income for our PCS segment was $10.9 million, an increase of $0.1 million compared to $10.8 million for the three months ended June 30, 2012. Operating income as a

percentage of net sales decreased to 9.6% compared to 9.7% of net sales in 2012. The decrease in operating income as a percentage of net sales was primarily due to a less favorable study mix and competitive pricing pressure

Unallocated Corporate Overhead. Unallocated corporate overhead was $17.4 million during the three months ended June 29, 2013, compared to $17.1 million during the three months ended June 30, 2012. The increase in the second quarter of 2013 was primarily due to higher stock-based compensation and fringe related costs.

Interest Expense. Interest expense for the second quarter of 2013 was $7.5 million, compared to $8.1 million in the second quarter of 2012. The decrease was due mainly to decreased debt balances and lower interest rates.

Interest Income. Interest income for the second quarter of 2013 was $0.2 million, compared to $0.2 million for the second quarter of 2012 due mainly to lower interest rates.

Other Income (Expense), Net. Other income (expense), net, was $1.0 million for the three months ended June 29, 2013 compared to a loss of $1.3 million the three months ended June 30, 2012 due mainly to income from our equity method affiliates.

Income Taxes. Income tax expense for the three months ended June 29, 2013 was $8.2 million, a decrease of $1.3 million compared to $9.5 million for the three months ended June 30, 2012. Our effective tax rate was 22.3% in the second quarter of 2013 compared to 23.6% in the second quarter of 2012. The decrease of 1.3% in the effective tax rate was primarily attributable to a favorable mix of earnings, an increase in research and development tax benefits and an increase in U.S. domestic production deduction benefits. These benefits were partially offset by a French tax law change enacted in 2013, which limits the deductibility of interest by our French affiliates.

Net Income Attributable to Common Shareholders. Net income attributable to common shareholders for the three months ended June 29, 2013 was $27.3 million compared to $30.5 million for the three months ended June 30, 2012.

Six Months Ended June 29, 2013 Compared to the Six Months Ended June 30, 2012

Net Sales. Net sales for the six months ended June 29, 2013 were $584.2 million, an increase of $13.5 million, or 2.4%, from $570.7 million for the six months ended June 30, 2012, due to increased sales for both of our business segments. The effect of foreign currency translation had a negative impact on sales of 1.0%.

Research Models and Services. For the six months ended June 29, 2013, net sales for our RMS segment were $361.5 million, an increase of $4.7 million, or 1.3%, from $356.8 million for the six months ended June 30, 2012, due primarily to the acquisitions of Vital River and Accugenix, as well as higher sales of EMD products and services and Avian Vaccine Services, partially offset by lower legacy sales of Research Models and Research Model Services. The effect of unfavorable foreign currency translation decreased sales by 1.5%.

Preclinical Services. For the six months ended June 29, 2013, net sales for our PCS segment were $222.7 million, an increase of $8.8 million, or 4.1%, from $213.9 million for the six months ended June 30, 2012. The sales increase was a result of increased sales to both large biopharmaceutical and mid-tier clients, primarily as a result of continued market share gains. Foreign currency translation reduced the sales growth rate by 0.4%.

Cost of Products Sold and Services Provided. Cost of products sold and services provided during the six months ended June 29, 2013 was $377.4 million, an increase of $14.5 million, or 4.0%, from $362.9 million during the six months ended June 30, 2012. Cost of products sold and services provided during the six months ended June 29, 2013 was 64.6% of net sales, compared to 63.6% during the six months ended June 30, 2012.

Research Models and Services. Cost of products sold and services provided for RMS during the six months ended June 29, 2013 was $205.3 million, an increase of $7.0 million, or 3.5%, compared to $198.3 million in 2012. Cost of products sold and services provided for the six months ended June 29, 2013 increased to 56.8% of net sales compared to 55.6% of net sales for 2012. The increase in cost as a percentage of sales was primarily due to the impact of lower legacy sales of Research Models and Research Model Services on our fixed-cost base, partially offset by our cost savings.

Preclinical Services. Cost of services provided for the PCS segment during the six months ended June 29, 2013 was $172.1 million, an increase of $7.5 million, compared to $164.6 million in 2012. Cost of services provided as a percentage of net sales was 77.3% during the six months ended June 29, 2013, compared to 76.9% for the six months ended June 30, 2012. The increase in cost of services provided as a percentage of net sales was due primarily to a less favorable study mix and

competitive pricing pressure, partially offset by a modest improvement in profitability for our Biopharmaceutical Services business compared to last year's challenging start.

Selling, General and Administrative Expenses. Selling, general and administrative expenses for the six months ended June 29, 2013 were $112.1 million, an increase of $6.2 million, or 5.9%, from $105.9 million for the six months ended June 30, 2012. Selling, general and administrative expenses for the six months ended June 29, 2013 were 19.2% of net sales compared to 18.6% for the six months ended June 30, 2012.

Research Models and Services. Selling, general and administrative expenses for RMS for the six months ended June 29, 2013 were $47.1 million, an increase of $6.6 million, or 16.3%, compared to $40.5 million in 2012. Selling, general and administrative expenses increased as a percentage of sales to 13.0% for the six months ended June 29, 2013 from 11.4% for the six months ended June 30, 2012 due to primarily due to an insurance settlement in the prior year.

Preclinical Services. Selling, general and administrative expenses for the PCS segment for the six months ended June 29, 2013 were $27.1 million, a decrease of $1.3 million, or 4.6%, compared to $28.4 million during 2012. Selling, general and administrative expenses for the six months ended June 29, 2013 decreased to 12.2% of net sales, compared to 13.3% of net sales for the six months ended June 30, 2012 due mainly to lower severance expense in the current period.

Unallocated Corporate Overhead. Unallocated corporate overhead, which consists of various costs primarily associated with activities centered at our corporate headquarters, such as compensation (including stock-based compensation), information systems, compliance and facilities expenses associated with our corporate, administration and professional services functions, was $38.0 million during the six months ended June 29, 2013, compared to $37.0 million during the six months ended June 30, 2012. The increase in the first half of 2013 was primarily due to cost increases across several expense categories.

Amortization of Other Intangibles. Amortization of other intangibles for the six months ended June 29, 2013 was $8.7 million, a decrease of $0.2 million, from $8.9 million for the six months ended June 30, 2012. Amortization expense decreased as a percentage of sales to 1.5% for the six months ended June 29, 2013, from 1.6% for the six months ended June 30, 2012.

Research Models and Services. For the six months ended June 29, 2013, amortization of other intangibles for our RMS segment was $4.2 million, an increase of $1.3 million from $2.9 million in the six months ended June 30, 2012 due mainly to the acquisition of Vital River.

Preclinical Services. For the six months ended June 29, 2013, amortization of other intangibles for our PCS segment was $4.5 million, a decrease of $1.5 million from $6.0 million for the six months ended June 30, 2012. The decrease in amortization expense is due to intangible assets becoming fully amortized.

Operating Income. Operating income for the six months ended June 29, 2013 was $86.0 million, a decrease of $7.0 million compared to operating income of $93.0 million for the six months ended June 30, 2012. Operating income as a percentage of net sales for the six months ended June 29, 2013 was 14.7% compared to 16.3% for the six months ended June 30, 2012.

Research Models and Services. For the six months ended June 29, 2013, operating income for our RMS segment was $104.9 million, a decrease of $10.1 million, or 8.8%, from $115.0 million in 2012. Operating income as a percentage of net sales for the six months ended June 29, 2013 was 29.0%, compared to 32.2% for the six months ended June 30, 2012. The decrease in operating income as a percentage of net sales was primarily due to the impact of lower legacy sales of Research Models and Research Model Services on our fixed-cost base, partially offset by our cost savings.

Preclinical Services. For the six months ended June 29, 2013, operating income for our PCS segment was $19.0 million, an increase of $4.0 million compared to $15.0 million for the six months ended June 30, 2012. Operating income as a percentage of net sales increased to 8.5% compared to 7.0% of net sales in 2012. The increase in operating income as a percentage of net sales was primarily due to higher sales and the increased profitability for our Biopharmaceutical Services business partially offset by a less favorable study mix and competitive pricing pressure.

Unallocated Corporate Overhead. Unallocated corporate overhead was $38.0 million during the six months ended June 29, 2013, compared to $37.0 million during the six months ended June 30, 2012. The increase in the first half of 2013 was primarily due to increased stock based compensation and fringe related costs.

Interest Expense. Interest expense for the six months ended June 29, 2013 was $15.8 million, compared to $16.5 million in the six months ended June 30, 2012. The decrease was due mainly to decreased debt balances and lower interest rates.

Interest Income. Interest income for the second half of 2013 was $0.3 million, compared to $0.3 million for the same period in 2012.

Other Income (Expense), Net. Other income (expense), net, was $2.0 million for the six months ended June 29, 2013 compared to a loss of $1.7 million for the same period in 2012. The increase was due mainly to income from our equity method affiliates.

Income Taxes. Income tax expense for the six months ended June 29, 2013 was $17.9 million, a decrease of $0.2 million compared to $18.1 million for the six months ended June 30, 2012. Our effective tax rate in the six month period was 24.7% as of the second quarter of 2013 compared to 24.1% as of the second quarter of 2012. The increase in the effective tax rate for the six months ended June 29, 2013 was due to discrete tax costs recorded in the first quarter of 2013, including a tax cost of $0.7 million due to the retroactive impact of a French tax law change and a tax cost of $0.5 million related to nondeductible transaction costs incurred in 2012 for the acquisition of Vital River, which closed in the first quarter of 2013. These discrete tax costs incurred in the six months ended June 29, 2013 were partially offset by benefits due to a favorable mix of earnings, an increase in the research and development tax benefits and an increase in the U.S. domestic production deduction benefits.

Net Income Attributable to Common Shareholders. Net income attributable to common shareholders for the six months ended June 29, 2013 was $52.9 million compared to $52.9 million for the six months ended June 30, 2012.

Liquidity and Capital Resources

The following discussion analyzes liquidity and capital resources by operating, investing and financing activities as presented in our consolidated statements of cash flows.

Our principal sources of liquidity have been our cash flow from operations, in addition to long-term borrowings. On May 29, 2013, we amended and restated our credit agreement dated September 23, 2011 to repay loans outstanding under the previous agreement and extend the maturity date under a new $970.0 million agreement (the $970M Credit Facility). The $970M Credit Facility has a maturity date of May 2018 and provides for a $420.0 million U.S. term loan and a $550.0 million multi-currency revolving credit facility. The revolving credit facility may be drawn in U.S. Dollars, Euros, Pound Sterling, or Japanese Yen, subject to sub-limits by currency. Under specified circumstances, we have the ability to expand the term loan and/or revolving credit facility by up to $350.0 million. U.S. term loan matures in 20 quarterly installments. The revolving credit facility matures in May 2018 and requires no scheduled payment before this date. The interest rates on the $970M Credit Facility are variable and are based on an applicable rate plus a spread determined by our leverage ratio.

Our $350.0 million of 2.25% Senior Convertible Debentures (the 2013 Notes) matured in June 2013 and was retired with funds provided by the $970M Credit Facility and available cash.

In accordance with our policy, the undistributed earnings of our non-U.S. subsidiaries remain indefinitely reinvested as of the end of the second quarter of 2013 as they are required to fund needs outside the U.S. and cannot be repatriated in a manner that is substantially tax free.

As of June 29, 2013, we had $6.9 million in time deposits classified as marketable securities held by non-U.S. subsidiaries.

Cash and cash equivalents totaled $113.5 million at June 29, 2013, compared to $109.7 million at December 29, 2012. The increase in cash and cash equivalents was primarily due to operating cash flow, partially offset by the repurchase of shares, the acquisition of Vital River, capital expenditures and debt repayments. At June 29, 2013, $113.5 million of cash and cash equivalents was comprised of $9.0 million held in the United States and $104.5 million held by non-U.S. subsidiaries. At December 29, 2012, $109.7 million of cash and cash equivalents was comprised of $10.7 million held in the U.S. and $99.0 million held by non-U.S. subsidiaries. We are a net borrower and closely manage our cash to keep balances low. We are able to maintain liquidity by having the ability to borrow on our revolving line of credit.

Net cash provided by operating activities for the six months ended June 29, 2013 and June 30, 2012 was $78.9 million and $82.6 million, respectively. The increase in cash provided by operations was primarily due to stable accrued liabilities in the six months ended June 29, 2013 compared to the six months ended June 30, 2012. Our days sales outstanding (DSO) increased to 54 days as of June 29, 2013 compared to 51 days as of December 29, 2012 and 48 days as of June 30, 2012. Our DSO includes deferred revenue as an offset to accounts receivable in the calculation. Our net cash provided by operating activities will be impacted by future timing of client payments for products and services as well as the impact of credit terms as evidenced in our DSO. A one-day increase or decrease in our DSO represents a change of approximately $3.2 million of cash provided by

operating activities. Our allowance for doubtful accounts was $4.8 million as of June 29, 2013 compared to $4.3 million as of December 29, 2012.

Net cash used in investing activities for the six months ended June 29, 2013 and June 30, 2012 was $40.0 million and $8.6 million, respectively. The acquisition of Vital River, completed in the first quarter of 2013, was the primary use of cash in investing activities. Our capital expenditures for the six months ended June 29, 2013 were $16.2 million, of which $10.4 million was related to our RMS segment and $5.9 million to our PCS segment. For 2013, we project capital expenditures to be approximately $50.0 million. We anticipate that future capital expenditures will be funded by operating activities and our credit facility.

Net cash used in financing activities for the six months ended June 29, 2013 and June 30, 2012 was $29.4 million and $65.5 million, respectively. For the six months ended June 29, 2013, proceeds from exercises of employee stock options increased to $36.4 million as compared to $3.1 million in the prior year due to increased stock option exercises. Proceeds from long-term debt were $423.3 million for the six months ended June 29, 2013, primarily reflecting the refinancing of our credit facility, compared to $38.1 million for the six months ended June 30, 2012. Payments on long-term debt and revolving credit agreements were $461.2 million for the six months ended June 29, 2013, reflecting the refinancing, compared to $76.4 million for the six months ended June 30, 2012. Finally, for the six months ended June 29, 2013 and June 30, 2012, we paid $26.9 million and $30.8 million, respectively, for the purchase of treasury stock acquired through open market purchases made in reliance on Rules 10b5-1 and 10b-18 of the Securities Exchange Act of 1934 pursuant to our authorized stock repurchase program. On July 30, 2013, our Board of Directors increased the stock repurchase authorization by $100.0 million to $850.0 million from $750.0 million.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Certain of our financial instruments are subject to market risks, including interest rate risk and foreign currency exchange rates. We generally do not use financial instruments for trading or other speculative purposes.

Interest Rate Risk

We amended and restated our credit facility on May 29, 2013. Our primary interest rate exposure results from changes in LIBOR or the base rates that are used to determine the applicable interest rates under our term loans and revolving credit facility in the credit agreement.

Our potential additional interest expense over one year that would result from a hypothetical, instantaneous and unfavorable change of 100 basis points in the interest rate would be approximately $9.7 million on a pre-tax basis.

Foreign Currency Exchange Rate Risk

We operate on a global basis and have exposure to some foreign currency exchange rate fluctuations for our earnings and cash flows. This risk is mitigated by the fact that various foreign operations are principally conducted in their respective local currencies. A portion of the revenue from our foreign operations is denominated in U.S. dollars, with the costs accounted for in their local currencies. Additionally, we have exposure on certain intercompany loans. We attempt to minimize this exposure by using certain financial instruments, for purposes other than trading, in accordance with our overall risk management and our hedge policy. In accordance with our hedge policy, we designate such transactions as hedges.

During the second quarter of 2013, we utilized foreign exchange contracts, principally to hedge the impact of currency fluctuations on client transactions and certain balance sheet items, including intercompany loans. No significant foreign currency contracts were open at quarter end.

Item 4. Controls and Procedures

(a) Evaluation of Disclosure Controls and Procedures

Based on their evaluation, required by paragraph (b) of Rules 13a-15 or 15d-15, promulgated by the Securities Exchange Act of 1934, as amended (Exchange Act), the Company's principal executive officer and principal financial officer have concluded that, because of the material weakness existing in our internal controls over financial reporting as of December 29, 2012, the Company's disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act, are not effective, at a reasonable assurance level to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms, as of June 29, 2013. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the Company's management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, our management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurances of achieving the desired control objectives, and management necessarily was required to apply its judgment in designing and evaluating the controls and procedures.

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

As of December 29, 2012, management determined that the Company did not maintain effective controls over information technology business processes and financial reporting. Specifically, the Company identified deficiencies with respect to design and operation of controls over segregation of duties, restricted access, changes to vendor and customer master data, transaction level and financial close controls, which aggregated to a material weakness in internal control over financial reporting.

We determined that this deficiency constitutes a "material weakness" in our internal control over financial reporting.

Based on the performance of additional procedures by management, designed to ensure the reliability of our financial reporting, including the remediation efforts outlined in Item 4 (b), we believe the consolidated financial statement included in this report as of and for the periods ended June 29, 2013 are fairly stated in all material respects.

We continually are in the process of further reviewing and documenting our disclosure controls and procedures, and our internal control over financial reporting, and accordingly may, from time to time, make changes aimed at enhancing their effectiveness to ensure that our systems evolve with our business.

(b) Changes in Internal Controls

There were no changes in the Company's internal control over financial reporting, other than those stated below, identified in connection with the evaluation required by paragraph (d) of the Exchange Act Rules 13a-15 or 15d-15 that occurred during the quarter ended June 29, 2013 that materially affected, or were reasonably likely to materially affect, the Company's internal control over financial reporting.

Subsequent Remediation Efforts

The following remediation efforts, as outlined below, were designed to address the aforementioned material weakness identified by management and to strengthen our internal control over financial reporting.

In the second quarter of 2013 management continued to perform additional procedures designed to ensure the reliability of our financial reporting. Based upon such performance, we believe the consolidated financial statements included in this report as of and for the periods ended June 29, 2013 are fairly stated in all material respects. Furthermore, in the second quarter of 2013, management (1) continued implementing appropriate changes to address segregation of duties conflicts and restricted access within the information technology used in our core business and (2) designed new controls or improved existing controls related to vendor and customer master data changes, transaction level controls and financial close controls. In addition, we have evaluated staffing levels and modified responsibilities as well as increased training to reinforce pre-established and new controls to improve our ability to detect potential misstatements in our internally prepared reports, analyses and financial records.

PART II

Item 1A. Risk Factors

In addition to the other information set forth in this report, you should carefully consider the factors discussed in Part I, “Item 1A. Risk Factors” in our Annual Report on Form 10-K for the year ended December 29, 2012, which could materially affect our business, financial condition or future results. The risks described in our Annual Report on Form 10-K are not the only risks facing us. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition and/or operating results. There have been no material changes to the risk factors set forth in our Annual Report on Form 10-K for the year ended December 29, 2012.

Item 1. Legal Proceedings

Other than ordinary routine litigation incidental to our business that is not expected to be material to our business or financial condition, we are not party to any material legal proceedings.

In early May 2013, with the assistance of the law firm of Davis Polk & Wardwell LLP, the Company commenced an investigation of inaccurate billing with respect to certain government contracts. This issue had been reported to the Company's senior management by a Charles River employee. Charles River promptly reported these matters to the relevant government contracting officers, the Department of Health and Human Services' Office of the Inspector General, and the Department of Justice, and is cooperating with these agencies to ensure the proper repayment and resolution of this matter.

The investigation to date has confirmed that Charles River's RMS business segment billed the Department of Health and Human Services for certain work that had not been performed with respect to a small subset of Charles River's government contracts. It has been determined that when employees regularly assigned to work in research model barrier rooms associated with these contracts were absent, other employees' names would be substituted on time-keeping records associated with the relevant contracts. Charles River billed the government for the hours associated with these substitute employees, despite the fact that, in many cases, these employees did not perform any services in connection with the relevant government contracts. Based on the findings of the investigation to date, the Company believes that this conduct was limited to Charles River's research model facilities in Raleigh and Kingston. The Company has identified approximately $1.5 million in excess amounts billed on these contracts since January 1, 2007 and has reserved such amount. Because of the preliminary stage of discussions with the government and complex nature of this matter, the Company cannot at this time make a reasonable estimate of the potential range of loss beyond such reserve.

The Company has already taken appropriate steps to prevent this conduct from recurring, and will consider additional remedial measures following the conclusion of the investigation.

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

The following table provides information relating to the purchases of shares of our common stock during the quarter ended June 29, 2013.

	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs
March 31, 2013 to April 27, 2013	123,668	$ 42.55	123,668	$ 43,096
April 28, 2013 to May 25, 2013	90,266	$ 43.82	90,266	$ 39,141
May 26, 2013 to June 29, 2013	176,691	$ 41.96	175,458	$ 31,778
Total:	390,625		389,392	

On July 30, 2013, our Board of Directors increased the stock repurchase authorization by $100.0 million to $850.0 million from $750.0 million.

During the second quarter of 2013, we repurchased 389,392 shares of common stock for $16.6 million under our Rule 10b5-1 Purchase Plan and in open market trading.

Additionally, the Company's Incentive Plans permit the netting of common stock upon vesting of restricted stock awards in order to satisfy individual tax withholding requirements. Accordingly, during the three month period ended June 29, 2013, we acquired 1,233 shares for a nominal amount as a result of such withholdings.

Item 6. Exhibits

(a) Exhibits

10.1 Fifth Amended and Restated Credit Agreement, dated as of May 29, 2013, among Charles River Laboratories International, Inc., the Subsidiary Borrowers party thereto, the lenders party thereto, JPMorgan Chase Bank, N.A. as administrative agent and the other agents party thereto.

31.1 Rule 13a-14(a)/15d-14(a) Certification of Chief Executive Officer. Filed herewith.

31.2 Rule 13a-14(a)/15d-14(a) Certification of Chief Financial Officer. Filed herewith.

32.1 Certification of the Principal Executive Officer and the Principal Financial Officer required by Rule 13a-14(a) of 15d-14(a) of the Exchange Act. Filed herewith.

101 The following materials from the Form 10-Q for the year period ended June 29, 2013 formatted in XBRL (eXtensible Business Reporting Language): (i) the Condensed Consolidated Statements of Operations, (ii) the Condensed Consolidated Statements of Comprehensive Income , (iii) the Condensed Consolidated Balance Sheets, (iv) the Condensed Consolidated Statements of Shareholders' Equity, (v) the Condensed Consolidated Statements of Cash Flows, and (vi) related notes to these Unaudited, Condensed Consolidated Interim Financial Statements.

SIGNATURES

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

CHARLES RIVER LABORATORIES INTERNATIONAL, INC.

July 31, 2013 /s/ JAMES C. FOSTER

James C. Foster
Chairman, President and Chief Executive Officer

July 31, 2013 /s/ THOMAS F. ACKERMAN

Thomas F. Ackerman
Corporate Executive Vice President and Chief Financial Officer

Exhibit 31.1

CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
AND RULE 13a-14(a)/15d-14(a) OF THE EXCHANGE ACT OF 1934

I, James C. Foster, Chief Executive Officer of Charles River Laboratories International, Inc. (the registrant) certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended June 29, 2013 of the registrant;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and

   d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

   a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ James C. Foster

James C. Foster
Chairman, President and Chief Executive Officer
Charles River Laboratories International, Inc.

Dated: July 31, 2013

Exhibit 31.2

CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
AND RULE 13a-14(a)/15d-14(a) OF THE EXCHANGE ACT OF 1934

I, Thomas F. Ackerman, Corporate Executive Vice President and Chief Financial Officer of Charles River Laboratories International, Inc. (the registrant) certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended June 29, 2013 of the registrant;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and

   d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

   a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Thomas F. Ackerman

Thomas F. Ackerman
Corporate Executive Vice President and Chief Financial Officer
Charles River Laboratories International, Inc.

Dated: July 31, 2013

Exhibit 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report on Form 10-Q for the quarter ended June 29, 2013 of Charles River Laboratories International, Inc. (the "Company") as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, James C. Foster, Chairman, Chief Executive Officer and President of the Company, and Thomas F. Ackerman, Corporate Executive Vice President and Chief Financial Officer of the Company, each hereby certifies, to the best of his knowledge and pursuant to 18 U.S.C. Section 1350, that:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"); and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ James C. Foster

James C. Foster
Chairman, President and Chief Executive Officer
Dated: July 31, 2013 Charles River Laboratories International, Inc.

/s/ Thomas F. Ackerman

Thomas F. Ackerman
Corporate Executive Vice President and Chief Financial Officer
Dated: July 31, 2013 Charles River Laboratories International, Inc.

This certification shall not be deemed "filed" for any purpose, nor shall it be deemed to be incorporated by reference into any filing under the Securities Act of 1933 or the Exchange Act.

EXECUTION VERSION

FIFTH AMENDED AND RESTATED CREDIT AGREEMENT

dated as of

May 29, 2013

among

CHARLES RIVER LABORATORIES INTERNATIONAL, INC.,

The Subsidiary Borrowers Party Hereto,

The Lenders Party Hereto,

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent,

BANK OF AMERICA, N.A.,
RBS CITIZENS, NATIONAL ASSOCIATION,
TD BANK, N.A.
and
WELLS FARGO BANK, NATIONAL ASSOCIATION
as Co-Syndication Agents,

DNB BANK ASA, NEW YORK BRANCH
and
U.S. BANK, NATIONAL ASSOCIATION
as Co-Documentation Agents

J.P. MORGAN SECURITIES LLC,
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
RBS CITIZENS, NATIONAL ASSOCIATION,
TD SECURITIES (USA) LLC
and
WELLS FARGO SECURITIES, LLC
as Joint Lead Arrangers and Joint Bookrunners

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Exhibit H — Form of Exemption Certificate
Exhibit I — Form of Fifth Amendment and Restatement Acknowledgement and Confirmation Agreement

FIFTH AMENDED AND RESTATED CREDIT AGREEMENT, dated as of May 29, 2013, among CHARLES RIVER LABORATORIES INTERNATIONAL, INC., the Subsidiary Borrowers party hereto, the Lenders party hereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

WHEREAS, the Parent Borrower, the Subsidiary Borrowers, the Existing Lenders and the Administrative Agent are parties to the Existing Credit Agreement; and

WHEREAS, the Lenders consent to the amendment and restatement of the Existing Credit Agreement upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"2.25% Convertible Note Indenture" means the Indenture dated as of June 12, 2006 from the Parent Borrower to U.S. Bank National Association, as Trustee, as in effect on the Fifth Amendment and Restatement Effective Date and as amended from time to time in accordance with Section 6.09, pursuant to which the Parent Borrower issued the 2.25% Convertible Notes.

"2.25% Convertible Notes" means the $350,000,000 Senior Convertible Notes due June 15, 2013, as in effect on the Fifth Amendment and Restatement Effective Date and as amended from time to time in accordance with Section 6.09, issued pursuant to the terms of the 2.25% Convertible Note Indenture.

"ABR", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, is bearing interest at a rate determined by reference to the Alternate Base Rate.

"Act" has the meaning assigned to such term in Section 10.16.

"Adjusted LIBO Rate" means, with respect to any Eurocurrency Borrowing for any Interest Period, an interest rate per annum equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate; provided that with respect to any Eurocurrency Borrowing denominated in Sterling, euro or Yen, the Adjusted LIBO Rate shall mean the LIBO Rate.

"Administrative Agent" means JPMorgan Chase Bank, N.A., in its capacity as administrative agent for the Lenders hereunder (the "U.S. Administrative Agent"); provided that for purposes of Borrowings denominated in euro or Sterling, the Administrative Agent shall be

J.P. Morgan Europe Limited and for purposes of Borrowings denominated in Yen, the Administrative Agent shall be JPMorgan Chase Bank, N.A., Tokyo Branch.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affiliate" means, with respect to a specified Person, another Person that directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agreement" means this Fifth Amended and Restated Credit Agreement, dated as of May 29, 2013, among the Parent Borrower, the Subsidiary Borrowers, the Lenders and the Administrative Agent, as amended, supplemented, restated or otherwise modified from time to time.

"Aggregate Exposure" means, with respect to any Lender at any time, an amount equal to (a) until the Fifth Amendment and Restatement Effective Date , the Commitments then in effect and (b) thereafter, the sum of (i) the aggregate unpaid principal amount of such Lender's Term Loans and Delayed Draw Term Loan Commitments and (ii) the amount of such Lender's Revolving Commitment then in effect or, if the Revolving Commitments have been terminated, the amount of such Lender's Revolving Credit Exposure then outstanding.

"Aggregate Exposure Percentage" means, with respect to any Lender at any time, the ratio (expressed as a percentage) of such Lender's Aggregate Exposure at such time to the Aggregate Exposure of all Lenders at such time.

"Alternate Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1%, and (c) the Adjusted LIBO Rate for a one-month interest period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%; provided that, for the avoidance of doubt, the Adjusted LIBO Rate for any day shall be based on the rate appearing on the Reuters Screen LIBOR01 (or on any successor or substitute page of such page) at approximately 11:00 a.m. London time on such day. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate, respectively.

"Applicable Rate" means, for any day, with respect to any Eurocurrency Loan, ABR Loan or with respect to the commitment fees payable hereunder, as the case may be, the applicable rate per annum set forth below under the caption "Applicable Margin for Eurocurrency Loans", "Applicable Margin for ABR Loans" or "Commitment Fee", as the case may be, based upon the Leverage Ratio applicable on such date:

	Leverage Ratio	Applicable Margin Eurocurrency Loans	Applicable Margin ABR Loans	Commitment Fee
Level I	≥ 2.75:1.00	1.50%	0.50%	0.275%
Level II	≥ 2.25:1.00 but < 2.75:1.00	1.25%	0.250%	0.225%
Level III	≥ 1.75:1.00 but < 2.25:1.00	1.125%	0.125%	0.20%
Level IV	< 1.75:1.00	1.00%	0%	0.20%

For purposes of the foregoing, (a) the Leverage Ratio shall be determined as of the end of each fiscal quarter of the Consolidated Entities based upon the financial statements delivered pursuant to Section 5.01(a) or (b); and (b) each change in the Applicable Rate resulting from a change in the Leverage Ratio shall be effective during the period commencing on and including the date of delivery to the Administrative Agent of such financial statements indicating such change and ending on the date immediately preceding the effective date of the next change in the Applicable Rate; provided that the Leverage Ratio shall be deemed to be in Level I (i) at any time that an Event of Default under paragraph (a) or (b) of Article VII has occurred and is continuing or (ii) if the Parent Borrower fails to deliver the consolidated financial statements required to be delivered by it pursuant to Section 5.01(a) or (b), during the period from the expiration of the time for delivery thereof until such financial statements are delivered. The Leverage Ratio shall be deemed to be Level II from the period commencing on the Fifth Amendment and Restatement Effective Date through the date immediately preceding the delivery of financial statements covering the fiscal quarter ended June 29, 2013 pursuant to Section 5.01(b).

"Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Arkansas Facility" means the real property located in Redfield, Arkansas at 100 East Boone Street.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 10.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Borrowers" means the Parent Borrower and the Subsidiary Borrowers, each, a "Borrower".

"Borrowing" means (a) Term Loans of the same Type and made to the same Borrower, converted or continued on the same date and, in the case of Eurocurrency Loans, as to which a single Interest Period is in effect, (b) Revolving Loans of the same Type and currency and made to the same Borrower, made, converted or continued on the same date and, in the case of Eurocurrency Loans, as to which a single Interest Period is in effect or (c) a Swingline Loan.

"Borrowing Request" means a request by a Borrower for a Borrowing in accordance with Section 2.02 or 2.06.

"Boryokudan Member Etc." shall have the meaning set forth in Section 10.17(a).

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that the term "Business Day", when used in connection with (i) a Eurocurrency Loan, shall also exclude any day on which banks are not open for dealings in dollar, euro or Sterling deposits in the London interbank market, (ii) a Multicurrency Revolving Loan denominated in euros shall also exclude any day on which (x) commercial banks in London are authorized or required by law to remain closed or (y) TARGET is authorized or required by law to remain closed, (iii) a Multicurrency Revolving Loan denominated in Sterling shall also exclude any day on which commercial banks in London are authorized or required by law to remain closed and (iv) a Yen Revolving Loan shall also exclude any day on which commercial banks in Tokyo, Japan are authorized or required by law to remain closed.

"Calculation Time" has the meaning assigned to such term in Section 2.23(a).

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

"Capital Expenditures" means for any period, with respect to any Person, the aggregate of all expenditures by such Person and its subsidiaries for the acquisition or leasing (pursuant to a capital lease) of fixed or capital assets or additions to equipment (including replacements, capitalized repairs and improvements during such period) that should be reflected as capital expenditures under GAAP on a consolidated statement of cash flows of such Person and its subsidiaries; *provided* however, that Capital Expenditures shall not include:

(a) expenditures of proceeds of insurance settlements, condemnation awards and other settlements in respect of lost, destroyed, damaged or condemned assets, equipment or other property to the extent such expenditures are made to replace or repair such lost, destroyed, damaged or condemned assets, equipment or other property or

otherwise to acquire, maintain, develop, construct, improve, upgrade or repair assets or properties useful in the business of the Parent Borrower or its Subsidiaries within 12 months of receipt of such proceeds;

(b) interest capitalized in accordance with GAAP during such period;

(c) expenditures that are accounted for as capital expenditures of such Person and that actually are paid for by a third party (excluding the Parent Borrower or any Subsidiary) and for which neither the Parent Borrower nor any Subsidiary has provided or is required to provide or incur, directly or indirectly, any consideration or obligation to such third party or any other Person (whether before, during or after such period);

(d) the purchase price of equipment purchased during such period to the extent the consideration therefor consists of any combination of (i) used or surplus equipment traded in at the time of such purchase and (ii) the proceeds of a concurrent sale of used or surplus equipment, in each case, in the ordinary course of business, or

(e) Investments constituting any Permitted Acquisition.

"Capital Stock" means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation (including convertible preferred equity certificates ("CPECs") issued by Charles River Laboratories Luxembourg S.a.r.l.), any and all equivalent ownership or participation interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing. For the purposes of Section 5.09 and related provisions in the Loan Documents, CPECs shall be considered voting Capital Stock.

"Change in Control" means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the date hereof) of shares representing more than 30% of the aggregate ordinary voting power represented by the issued and outstanding capital stock of the Parent Borrower; (b) occupation of a majority of the seats (other than vacant seats) on the board of directors of the Parent Borrower by Persons who were neither (i) nominated by the board of directors of the Parent Borrower nor (ii) appointed by directors so nominated; (c) the acquisition of direct or indirect Control of the Parent Borrower by any Person or group; or (d) the occurrence of a change of control (or similar event, howsoever defined) under and as defined in any indenture or other agreement in respect of any Indebtedness to which any Loan Party is a party.

"Change in Law" means (a) the adoption of any law, rule or regulation after the date of this Agreement (provided that (i) all requests, rules, guidelines, requirements and directives concerning capital adequacy or liquidity promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or by United States or foreign regulatory authorities, in each case pursuant to Basel III, and (ii) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in

implementation thereof, shall in each case be deemed to be a Change in Law, regardless of the date enacted, adopted, issued or implemented; provided further that the Borrowers shall only be responsible for increased costs under Section 2.18(b) pursuant to the above clauses (i) and (ii) to the extent that such costs are generally being passed on by the applicable Lender to similarly situated borrowers), (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or (c) compliance by any Lender or the Issuing Bank (or, for purposes of Section 2.18(b), by any lending office of such Lender or by such Lender's or the Issuing Bank's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement.

"Class", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Term Loans, Revolving Loans or Swingline Loans.

"Co-Documentation Agent" means each of DNB Bank ASA, New York Branch and U.S. Bank, National Association.

"Co-Syndication Agent" means each of Bank of America, N.A., RBS Citizens, National Association, TD Bank, N.A. and Wells Fargo Bank, National Association.

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

"Collateral" means all of the right, title and interest of each Consolidated Entity in and to the property in which such Person has granted a Lien to the Administrative Agent for its benefit and the ratable benefit of the Lenders under any Loan Document.

"Commitment" means, with respect to each Lender, the Term Commitment and the Revolving Commitment of such Lender.

"Commitment Parties" means J.P. Morgan Securities LLC, JPMorgan Chase Bank, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Bank of America, N.A., RBS Citizens, N.A., TD Securities (USA) LLC, TD Bank, N.A., Wells Fargo Securities, LLC and Wells Fargo Bank, National Association.

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

"Consolidated EBITDA" means, for any period, Consolidated Net Income for such period, minus the aggregate non-cash amount of extraordinary or nonrecurring gains of such Person for such period, plus, without duplication and to the extent deducted from revenues in determining Consolidated Net Income for such period, the sum of (a) the aggregate amount of Consolidated Interest Expense (plus, solely for purposes of the calculation of Consolidated EBITDA, any non-cash interest expense that would otherwise be included in the definition of "Consolidated Interest Expense" but for the qualification "total cash" in the definition thereof)

for such period, plus (b) the aggregate amount of income tax expense for such period, plus (c) the aggregate amount of depreciation, amortization and other non-cash charges and expenses for such period, all as determined on a consolidated basis with respect to the Consolidated Entities in accordance with GAAP, plus (d) the aggregate non-cash amount of extraordinary or nonrecurring losses or expenses for such period, plus (e) the aggregate amount of non-cash equity compensation expense for such period, plus (f) transaction and evaluation costs associated with Permitted Acquisitions for such period. For any period after the commencement of which the Parent Borrower or any of its Subsidiaries shall have (1)(x) consummated the acquisition of a Person (or part thereof) in a Permitted Acquisition for an aggregate consideration in excess of $20,000,000 or (y) made a Disposition yielding gross proceeds in excess of $20,000,000, Consolidated EBITDA shall be determined on a pro forma basis as if (2)(x) such Person (or part thereof) was acquired or (y) such Disposition was made at the beginning of such period and after giving effect to any adjustments (including, without limitation, operating and expense reductions and other synergistic benefits) permitted pursuant to Regulation S-X under the Securities Act of 1933, as amended; provided that the Parent Borrower shall have delivered to the Lenders acceptable financial statements of any such Person (or part thereof) referred to in (1)(x) above as required under Section 5.01(c).

"Consolidated Entity" means the Parent Borrower or any Subsidiary whose accounts are or are required to be consolidated or included with the accounts of the Parent Borrower in accordance with GAAP.

"Consolidated Indebtedness" means, as of any date of determination, the aggregate principal amount of Indebtedness of the Consolidated Entities outstanding as of such date, as determined on a consolidated basis in accordance with GAAP and solely to the extent any such Indebtedness is reflected on the balance sheet of the Consolidated Entities as of such date.

"Consolidated Interest Expense" means for any period, the total cash interest expense (including the interest component in respect of Capital Lease Obligations) of the Consolidated Entities during such period with respect to all outstanding Indebtedness of the Consolidated Entities as determined on a consolidated basis in accordance with GAAP (including all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing and net costs under Hedging Agreements in respect of interest rates to the extent such net costs are allocable to such period in accordance with GAAP); provided that for the purposes of determining the Interest Coverage Ratio for the periods ending on the last day of each of the first, second and third fiscal quarters following the Fifth Amendment and Restatement Effective Date , Consolidated Interest Expense for the relevant period shall be deemed to equal Consolidated Interest Expense for such fiscal quarter (and, in the case of the latter two such determinations, for such fiscal quarter and each previous fiscal quarter ending after the Fifth Amendment and Restatement Effective Date) multiplied by 4, 2 and 4/3, respectively.

"Consolidated Net Income" means, for any period, net income or loss of the Consolidated Entities for such period after deducting and eliminating all items attributable to

interests in minority investments, as determined on a consolidated basis in accordance with GAAP.

"Consolidated Subordinated Indebtedness" means, at any date of determination thereof, the 2.25% Convertible Notes and any other Indebtedness of the Parent Borrower that is expressly subordinated to the Obligations on the same or other terms and conditions acceptable to the Required Lenders in their sole discretion.

"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.

"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 as a trustee or through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"CRCSN" has the meaning assigned to such term in Section 6.04(l).

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Defaulting Lender" means any Lender, as determined by the Administrative Agent, that has (a) failed, within three Business Days of the date required to be funded by it hereunder, to fund any portion of its (i) Loans or (ii) participations in Letters of Credit or Swingline Loans, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied or waived by the Required Lenders and a court of competent jurisdiction has not determined that such condition precedent has in fact been satisfied, (b) notified the Parent Borrower, the Administrative Agent, the Issuing Bank, the Swingline Lender or any Lender in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a loan under this Agreement cannot be satisfied or waived by the Required Lenders and a court of competent jurisdiction has not determined that such condition precedent can in fact be satisfied) or under other agreements generally in which it commits to extend credit, (c) failed, within three Business Days after request by the Administrative Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans or participations in then outstanding Letters of Credit and Swingline Loans, (d) otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within three Business Days of the date when due, or (e) (i) become or is insolvent or has a parent company that has become or is insolvent or (ii) become the subject of a

bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment; provided that a Lender shall not be deemed a Defaulting Lender under this clause (e) solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, provided further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Delayed Draw Borrowing Date" shall have the meaning set forth in Section 2.01.

"Delayed Draw Term Loan" means a term loan made on the Delayed Draw Borrowing Date pursuant to Section 2.01(b).

"Delayed Draw Term Loan Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make Delayed Draw Term Loans to the Borrower in an aggregate principal amount equal to the amount set forth under the heading "Delayed Draw Term Commitment" opposite such Lender's name on Schedule 2.01. The aggregate amount of the Lenders' Delayed Draw Term Commitments as of the Fifth Amendment and Restatement Effective Date is $150,000,000.

"Delayed Draw Term Loan Lender" means a Lender with an outstanding Delayed Draw Term Loan Commitment or an outstanding Delayed Draw Term Loan.

"Delayed Draw Term Loan Commitment Period " means the period commencing on the Fifth Restatement Effective Date and ending on June 17, 2013.

"Disclosed Matters" means the public filings with the Securities and Exchange Commission made by the Parent Borrower or any of its Subsidiaries on Schedule 14A, Form S-4, Form 8-K, Form 10-Q, Form 10-K or Form 10 (as filed at least three days prior to the Fifth Amendment and Restatement Effective Date).

"Disposition" means, with respect to any property, any sale, lease, sale and leaseback, assignment, conveyance, transfer or other disposition thereof (but shall exclude, as to any Person, the issuance by such Person of its Capital Stock, any Recovery Event as to any asset of such Person or any dividend or other distribution (whether in cash, securities or other property), or setting aside of property for any dividend or other distribution by such Person incidental to its Capital Stock). The terms "Dispose" and "Disposed of" shall have correlative meanings.

"Dollar Equivalent" means, on any date of determination, (a) with respect to any amount denominated in dollars, such amount, and (b) with respect to any amount denominated in

euro, Sterling or Yen, the equivalent in dollars of such amount determined by the Administrative Agent in accordance with normal banking industry practice using the Exchange Rate on the date of determination of such equivalent. In making any determination of the Dollar Equivalent (for purposes of calculating the amount of Loans to be borrowed from the respective Lenders on any date or for any other purpose), the Administrative Agent shall use the relevant Exchange Rate in effect on the date on which the applicable Borrower delivers a Borrowing Request (which, in accordance with Section 2.06, may be telephonic) for Loans or on such other date upon which a Dollar Equivalent is required to be determined pursuant to the provisions of this Agreement. As appropriate, amounts specified herein as amounts in dollars shall be or include any relevant Dollar Equivalent amount.

"dollars" or "$" refers to lawful money of the United States of America.

"Domestic Plan" means any employee pension benefit plan within the meaning of Section 3(2) of ERISA (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which the Parent Borrower or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Domestic Subsidiary" means any Subsidiary that is organized under the laws of any jurisdiction in the United States.

"Effective Date Term Commitment" means, with respect to each Term Lender, the commitment of such Term Lender to make a Term Loan on the Fifth Amendment and Restatement Effective Date in an amount not to exceed the amount set forth under the heading "Effective Date Term Commitment" opposite such Lender's name on Schedule 2.01. The aggregate amount of the Lenders' Term Commitments as of the Fifth Amendment and Restatement Effective Date is $270,000,000.

"Effective Date Term Facilities" means the Effective Date Term Commitments and the Effective Date Term Loans made thereunder.

"Effective Date Term Lenders" means the Persons listed on Schedule 2.01 with an Effective Date Term Commitment and any other Person that shall have become an Effective Date Term Lender pursuant to (i) an Assignment and Assumption or (ii) Section 2.24; in each case, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

"Effective Date Term Loan" means a term loan made by a Lender to the Parent Borrower on the Fifth Amendment and Restatement Effective Date pursuant to Section 2.01(a).

"Environmental Laws" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, release or threatened release of any Hazardous Material or to health and safety matters.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Parent Borrower or any Subsidiary directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with the Parent Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Sections 302 and 303 of ERISA and Sections 412 and 4971 of the Code, is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

"ERISA Event" means (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder, with respect to a Domestic Plan (other than an event for which the 30-day notice period is waived); (b) any failure by any Domestic Plan to satisfy the minimum funding standards (within the meaning of Sections 412 or 430 of the Code or Section 302 of ERISA) applicable to such Domestic Plan, whether or not waived; (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Domestic Plan; (d) the incurrence by the Parent Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Domestic Plan; (e) a determination that any Domestic Plan is in "at risk" status (within the meaning of Section 430 of the Code or Section 303 of ERISA); (f) the receipt by the Parent Borrower or any ERISA Affiliate from the PBGC or any other Governmental Authority or a plan administrator of any notice relating to an intention to terminate any Domestic Plan or Domestic Plans or to appoint a trustee to administer any Domestic Plan or Domestic Plans under Section 4042 of ERISA; (g) the incurrence by the Parent Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Domestic Plan or Multiemployer Plan; (h) the receipt by the Parent Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Parent Borrower or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, Insolvent, in Reorganization or in "endangered" or "critical" status (within the meaning of Section 432 of the Code or Section 305 of ERISA; or (i) any Foreign Plan Event.

"euro" or "€" means the single currency of Participating Member States introduced in accordance with the provision of Article 123 of the Treaty and, in respect of all payments to be made under this Agreement in euro, means immediately available, freely transferable funds in such currency.

"Eurocurrency" means, when used in reference to any Loan or Borrowing, a Loan, or the Loans comprising such Borrowing, that are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"Event of Default" has the meaning assigned to such term in Article VII.

"Exchange Rate" means, with respect the applicable currency on a particular date, the rate at which the applicable currency may be exchanged into dollars, as set forth at 11:00 a.m. Local Time on such date on the applicable Reuters Screen page. In the event that such rate does not appear on the applicable Reuters currency page, the Exchange Rate with respect to the applicable currency shall be determined by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and the Parent Borrower or, in the absence of such agreement, such Exchange Rate shall instead be the spot rate of exchange of the Administrative Agent in the London interbank or other market where its foreign currency exchange operations in respect of the applicable currency are then being conducted, at or about 11:00 a.m., Local Time, at such date for the purchase of dollars with the applicable currency, for delivery two Business Days later; provided, however, that if at the time of any such determination, for any reason, no such spot rate is being quoted, the Administrative Agent may use any reasonable method it deems appropriate to determine such rate, and such determination shall be conclusive absent manifest error.

"Excluded Hedging Obligation" means with respect to any Guarantor, (a) any Hedging Obligation if, and to the extent that, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, as applicable, such Hedging Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation, or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of (or grant of such security interest by, as applicable) such Guarantor becomes or would become effective with respect to such Hedging Obligation or (b) any other Hedging Obligation designated as an "Excluded Hedging Obligation" of such Guarantor as specified in any agreement between the relevant Loan Party and swap counterparty applicable to such Hedging Obligations. If a Hedging Obligation arises under a master agreement governing more than one Hedging Agreement, such exclusion shall apply only to the portion of such Hedging Obligation that is attributable to Hedging Agreements for which such Guarantee or security interest is or becomes illegal.

"Excluded Taxes" means, with respect to the Administrative Agent, any Lender, the Issuing Bank or any other recipient of any payment to be made by or on account of any obligation of the Loan Parties hereunder, (a) income, franchise or any branch profits taxes, (b) taxes imposed solely by reason of any present or former connection between the Administrative Agent, any Lender, the Issuing Bank or any other recipient of any payment to be made on account of any obligation of the Loan Parties hereunder and the jurisdiction imposing such taxes, other than any such connection arising as a result of any Loan Document or any transaction contemplated thereby, (c) any withholding tax imposed under FATCA and (d) in the case of a

Foreign Lender (other than an assignee pursuant to a request by a Loan Party under Section 2.22(b)), any withholding tax that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party to this Agreement (or designates a new lending office), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, immediately prior to the time of designation of such new lending office (or assignment), to receive additional amounts from such Loan Party with respect to such withholding tax pursuant to Section 2.20(a).

"Existing Credit Agreement" means the Fourth Amended and Restated Credit Agreement, dated as of September 23, 2011, among the Parent Borrower, the subsidiaries of the Parent Borrower party thereto, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent.

"Existing Lenders" means the lenders party to the Existing Credit Agreement.

"Existing Letters of Credit" means the Letters of Credit listed on Schedule 2.08.

"Existing Mortgaged Properties" means the properties of the Parent Borrower and/or its Subsidiaries subject to a mortgage under the Existing Credit Agreement.

"Exiting Lender" has the meaning provided in Section 2.26.

"Facility" means each of (a) the Term Facility and (b) the Revolving Facilities.

"FATCA" means Sections 1471 through 1474 of the Code, as in effect on the date hereof (or any amended or successor version that is substantially comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(c)(1) of the Code promulgated thereunder or published administrative guidance implementing such Sections.

"Federal Funds Effective Rate" means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"Fifth Amendment and Restatement Effective Date" means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 10.02).

"Financial Officer" means the chief financial officer or, if there is no chief financial officer, the principal accounting officer (or similarly designated officer) of the Parent Borrower.

"Fitch" shall mean Fitch Investors Service, Inc.

"Flood Insurance Laws" shall mean, collectively, (i) the National Flood Insurance Act of 1968, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994, and (iv) the Flood Insurance Reform Act of 2004, each as now or hereafter in effect or any successor statute thereto.

"Foreign Lender" means any Lender that (a) if the Borrower is a U.S. Person, is organized under the laws of, or, for United States income tax purposes, is treated as a resident of, any jurisdiction outside the United States of America and (b) if the Borrower is not a U.S. Person, a Lender that is a resident or organized under the law of a jurisdiction other than that in which the Borrower is a resident for tax purposes.

"Foreign Plan" means any employee pension benefit plan (within the meaning of Section 3(2) of ERISA, whether or not subject to ERISA) that (a) is not subject to US law, (b) is maintained or contributed to by any Borrower or any Foreign Subsidiary for the benefit of employees employed outside of the United States and (c) is required under applicable law to be funded through a trust or other funding vehicle other than a trust or funding vehicle maintained by a Governmental Authority.

"Foreign Plan Event" means, with respect to any Foreign Plan, (a) the existence of unfunded liabilities in excess of the amount permitted under any applicable law, (b) the failure of any Borrower or any Foreign Subsidiary to make or accrue, as applicable, any contributions or payments, as required by applicable law, on or before the due date for such contributions or payments, (c) the receipt of a notice by a Governmental Authority relating to the intention to terminate any such Foreign Plan or to appoint a trustee to administer any such Foreign Plan, or to the insolvency of any such Foreign Plan, or (d) the incurrence of any liability of the Consolidated Entities under applicable law on account of the complete or partial termination of such Foreign Plan or the complete or partial withdrawal of any participating employer therein.

"Foreign Subsidiary" means any Subsidiary that is not organized under the laws of any jurisdiction in the United States of America.

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

"Funding Office" means the office of the Administrative Agent specified in Section 10.01 or such other office as may be specified from time to time by the Administrative Agent as its funding office by written notice to the Parent Borrower and the Lenders.

"GAAP" means generally accepted accounting principles in the United States of America, applied in respect of all terms of an accounting or financial nature used herein in accordance with Section 1.04.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Granting Lender" has the meaning assigned to such term in Section 10.04(h).

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party or applicant in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; provided, that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

"Guarantee Agreement" means each Guarantee delivered by the applicable Material Domestic Subsidiary to the Administrative Agent whereby such Material Domestic Subsidiary shall guarantee the obligations under the Loan Documents, which Guarantee shall be substantially in the form of Exhibit C, as amended, supplemented, restated, amended and restated or otherwise modified from time to time.

"Guaranteed Parties" means (a) the Lenders, (b) the Administrative Agent, (c) the Issuing Bank, (d) each counterparty to a Hedging Agreement entered into with one or more of the Loan Parties if such counterparty was a Lender (or an affiliate of a Lender) at the time the Hedging Agreement was entered into and (e) the successors and assigns of each of the foregoing.

"Guarantors" means the Subsidiaries that are or become parties to a Guarantee Agreement.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Hedging Agreement" means any swap agreement (as defined in 11 U.S.C. §101) or other interest rate protection agreement, foreign currency exchange agreement, commodity price protection agreement or other interest or currency exchange rate or commodity price hedging arrangement.

"Hedging Obligations" means any Obligations of any Loan Party in respect of any Hedging Agreement.

"Immaterial Subsidiary" means any Subsidiary that (a) did not, as of the last day of the fiscal quarter of the Parent Borrower most recently ended, have gross assets with a value in excess of 7.50% of the consolidated total assets of the Consolidated Entities or revenues representing in excess of 10% of the total revenues of the Consolidated Entities on a consolidated basis for the four fiscal quarters ended as of such date and (b) taken together with all Immaterial Subsidiaries as of the last day of the fiscal quarter of the Parent Borrower most recently ended, did not have gross assets with a value in excess of 7.50% of consolidated total assets of the Consolidated Entities or revenues representing in excess of 10% of total revenues of the Consolidated Entities on a consolidated basis for the four fiscal quarters ended as of such date. Each Immaterial Subsidiary shall be set forth in Schedule 3.01, and the Parent Borrower shall update such Schedule from time to time after the Fifth Amendment and Restatement Effective Date as necessary to reflect all Immaterial Subsidiaries at such time (the selection of Subsidiaries to be added to or removed from such Schedule to be made as the Parent Borrower may determine).

"Increased Amount Date" has the meaning assigned to such term in Section 2.24(a).

"Incremental Amount" means, at any time, the excess, if any, of (a) $350,000,000 over (b) the aggregate amount of all Incremental Term Loans made plus all Incremental Revolving Commitments established prior to such time (but after the Fifth Amendment and Restatement Effective Date) pursuant to Section 2.24(a).

"Incremental Assumption Agreement" means an Incremental Assumption Agreement in form and substance reasonably satisfactory to the Administrative Agent, among the Borrowers, the Administrative Agent and one or more Incremental Term Lenders and/or Incremental Revolving Lenders.

"Incremental Facility" means any facility established by the Lenders pursuant to Section 2.24.

"Incremental Facility Activation Notice" means a notice substantially in the form of Exhibit G.

"Incremental Revolving Commitment" means the Revolving Commitment of any Lender, established pursuant to Section 2.24, to make Incremental Revolving Loans to a Borrower.

"Incremental Revolving Lender" means a Lender with an Incremental Revolving Commitment or an outstanding Incremental Revolving Loan.

"Incremental Revolving Loans" means the Revolving Loans made by one or more Lenders to a Borrower pursuant to Section 2.24.

"Incremental Term Lender" means each Lender which holds an Incremental Term Loan.

"Incremental Term Loans" means the term loans made by one or more Lenders to a Borrower pursuant to Section 2.24.

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all obligations of such Person in respect of the deferred purchase price of property or services (including installment obligations but excluding accounts payable incurred in the ordinary course of business for which collection proceedings have not been commenced), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, (f) all Guarantees by such Person of Indebtedness of others, (g) all Capital Lease Obligations of such Person and all obligations of such Person under Synthetic Leases, (h) all obligations, contingent or otherwise, of such Person as an account party or applicant in respect of letters of credit and letters of guaranty, (i) the net obligations of such Person in respect of Hedging Agreements, (j) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances and (k) all obligations of such Person arising with respect to Capital Stock that is mandatorily redeemable or redeemable at the option of the holder of such Capital Stock. In determining the amount of Indebtedness of such Person of the type referred to in clause (e) or (f) above, the amount thereof shall be equal to the lesser of (i) the amount of the guarantee provided or the fair market value of collateral pledged (as applicable) and (ii) the amount of the underlying Indebtedness of such other Person so guaranteed or secured. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Information Memorandum" means the Confidential Information Materials dated May 2013 relating to the Parent Borrower and the Transaction.

"Insolvent" means, with respect to any Multiemployer Plan, the condition that such plan is insolvent within the meaning of Section 4245 of ERISA.

"Interest Coverage Ratio" means, on any date, the ratio of (a) Consolidated EBITDA less the aggregate amount of Capital Expenditures of the Consolidated Entities (excluding the principal amount of Indebtedness (other than any Loans) incurred in connection with such expenditures) to (b) Consolidated Interest Expense, in each case, for the period of four consecutive fiscal quarters of the Consolidated Entities ended on or most recently ended as of such date (except as provided in the definition of Consolidated Interest Expense).

"Interest Election Request" means a request by the applicable Borrower to convert or continue a Borrowing in accordance with Section 2.07.

"Interest Payment Date" means (a) with respect to any ABR Loan (other than a Swingline Loan), the last day of each calendar month, (b) with respect to any Eurocurrency Loan with an Interest Period of one week or one, two or three months, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurocurrency Borrowing with an Interest Period of six months' duration, that day three months after the first day of such Interest Period and the last day of such Interest Period and (c) with respect to any Swingline Loan, the Swingline Loan Maturity Date.

"Interest Period" means, with respect to any Eurocurrency Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one week or one, two, three or six months thereafter, as the applicable Borrower may elect; provided, that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (b) any Interest Period longer than one week that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and, in the case of a Revolving Borrowing, thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Issuing Bank" means JPMorgan Chase Bank, N.A., Bank of America, N.A. and any such other Lender, or affiliate of a Lender, reasonably acceptable to the Administrative Agent as may be appointed by the Parent Borrower from time to time and which appointment is accepted by such Lender or Lender affiliate in its sole discretion, each in its capacity as an issuer of Letters of Credit hereunder, and any successors in such capacity as provided in Section 2.08. An Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of the Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

"Japanese Borrower" means Charles River Laboratories Japan, Inc.

"LC Disbursement" means a payment made by the Issuing Bank pursuant to a Letter of Credit.

"LC Exposure" means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time plus (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Parent Borrower at such time. The LC Exposure of any Lender at any time shall be its USD Revolving Commitment Percentage of the total LC Exposure at such time.

"Lenders" means Term Lenders and the Revolving Lenders. Unless the context otherwise requires, the term "Lenders" includes the Swingline Lender.

"Letter of Credit" means any letter of credit issued pursuant to this Agreement.

"Leverage Ratio" means, on any date, the ratio of (a)(i) Consolidated Indebtedness plus (ii) the aggregate outstanding attributed principal amount under any Receivables Financing Program incurred in accordance with this Agreement, as of such date to (b) Consolidated EBITDA for the period of four consecutive fiscal quarters of the Consolidated Entities ended on or most recently ended as of such date.

"LIBO Rate" means, (a) with respect to any Eurocurrency Borrowing denominated in dollars or Sterling for any Interest Period, the London interbank offered rate as administered by the British Bankers Association (or any other person which takes over the administration of that rate) for the applicable currency and period as appearing on pages LIBOR01 or LIBOR02 of the Reuters Screen (or on any successor or substitute page on such screen, or on the appropriate page of such other information service which publishes that rate from time to time in place of Reuters, collectively with the Reuters screen rates set forth in clauses (b) and (c) below, "Screen Rates" and each a "Screen Rate") at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period (or, with respect to Eurocurrency Borrowings in Sterling, on the first day of such Interest Period), (b) with respect to any Eurocurrency Borrowing denominated in euros for any Interest Period, the rate appearing on Reuters Screen EURIBOR01 (it being understood that this rate is the euro interbank offered rate (known as the "EURIBOR Rate") sponsored by the Banking Federation of the European Union (known as the "FBE") and the Financial Markets Association (known as the "ACI")) at approximately 10:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, as the rate for deposits in euro with a maturity comparable to such Interest Period and (c) with respect to any Eurocurrency Borrowing denominated in Yen for any Interest Period, the rate per annum appearing on the TIBM Page under the caption "Average of 10 Banks" of Reuters (or on any successor or substitute page on such screen, or on the appropriate page of such other information service which publishes that rate from time to time in place of Reuters) at approximately 11:00 a.m., Tokyo time, two Business Days prior to the commencement of such Interest Period, as the rate for deposits in Yen with a maturity comparable to such Interest Period. In the absence of a period comparable to the Interest Period being available as a Screen Rate, (a "Discontinued Interest Period"), then (provided there are Screen Rates for other Interest Periods for the applicable currency) the LIBO Rate shall mean the Interpolated Screen Rate as of approximately 11:00 a.m., London time (or in the case of Yen, approximately 11:00 a.m. Tokyo time), two Business Days prior to the commencement of such Interest Period (or, with respect to Eurocurrency Borrowings in Sterling, on the first day of such Interest Period). "Interpolated Screen Rate" means the rate per annum determined by the Administrative Agent (which determination shall be conclusive and binding

absent manifest error) to be equal to the rate which results from interpolating on a linear basis between: (a) the Screen Rate for the longest period (for which that Screen Rate is available for the applicable currency) which is less than the relevant Discontinued Interest Period and (b) the Screen Rate for the shortest period (for which that Screen Rate is available for the applicable currency) which exceeds the relevant Discontinued Interest Period, each as of approximately 11:00 a.m., London time, (or in the case of Yen, approximately 11:00 a.m. Tokyo time) two Business Days prior to the commencement of the Discontinued Interest Period (or, with respect to Eurocurrency Borrowings in Sterling, on the first day of such Interest Period).

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

"Loan Documents" means this Agreement, each Security Document and each Hedging Agreement between a Loan Party and a Lender or an Affiliate of a Lender, as each may be amended or supplemented from time to time.

"Loan Parties" means the Borrowers and the Guarantors.

"Loans" means the loans made by the Lenders to the Borrowers pursuant to this Agreement.

"Local Time" means (i) London time, in the case of any Loan denominated in euro or Sterling, (ii) Tokyo time, in the case of an Loan denominated in Yen and (iii) New York City time, in all other instances.

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

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, operations or condition, financial or otherwise, of the Consolidated Entities taken as a whole, (b) the ability of any Loan Party to perform, or the enforceability against any Loan Party of, any of its obligations under any Loan Document or (c) the rights of or benefits available to the Lenders under any Loan Document.

"Material Domestic Subsidiary" means a Domestic Subsidiary that is a Material Subsidiary; provided that, for purposes of Sections 5.09(a)(i) and (ii), no Receivables Subsidiary shall be deemed to be a Material Domestic Subsidiary.

"Material Indebtedness" means Indebtedness (other than the Loans and Letters of Credit), or obligations in respect of one or more Hedging Agreements, of any one or more of the

Consolidated Entities in an aggregate principal amount exceeding $25,000,000 in the aggregate. For purposes of determining Material Indebtedness, the "principal amount" of the obligations of any Consolidated Entity in respect of any Hedging Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that such Consolidated Entity would be required to pay if such Hedging Agreement were terminated at such time.

"Material Subsidiary" means any Subsidiary that is not an Immaterial Subsidiary.

"Maturity Date" means the date that is the fifth anniversary of the Fifth Amendment and Restatement Effective Date
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"Moody's" means Moody's Investors Service, Inc.

"Mortgaged Properties" means the real properties listed on Schedule 1.01, and any real property that becomes subject to a Mortgage pursuant to Section 5.09.

"Mortgages" means each of the mortgages and deeds of trust made by any Loan Party in favor of, or for the benefit of, the Administrative Agent for the benefit of the Lenders, substantially in the form of Exhibit F (with such changes thereto as shall be advisable under the law of the jurisdiction in which such mortgage or deed of trust is to be recorded or as shall otherwise be agreed to by the Parent Borrower and the Administrative Agent).

"Multicurrency Revolving Commitment" means, with respect to each Multicurrency Revolving Lender, the commitment of such Lender (which is a sublimit of the Revolving Commitment of such Lender) to make Multicurrency Revolving Loans, as such commitment may be (a) reduced from time to time pursuant to Section 2.11, (b) increased from time to time pursuant to Section 2.24, or (c) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 10.04. The amount of each Lender's Multicurrency Revolving Commitment as of the Fifth Amendment and Restatement Effective Date is set forth on Schedule 2.04, or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Multicurrency Revolving Commitment as of the date of such Assignment and Assumption, as applicable. The Dollar Equivalent of the aggregate amount of the Lenders' Multicurrency Revolving Commitments as of the Fifth Amendment and Restatement Effective Date is $300,000,000.

"Multicurrency Revolving Commitment Percentage" means, with respect to any Revolving Lender, the percentage of the total Multicurrency Revolving Commitments represented by such Lender's Multicurrency Revolving Commitment; provided that in the case of Section 2.25 when a Defaulting Lender shall exist, "Multicurrency Revolving Commitment Percentage" shall mean the percentage of the total Multicurrency Revolving Commitments (disregarding any Defaulting Lender's Multicurrency Revolving Commitment) represented by such Lender's Multicurrency Revolving Commitment. If the Multicurrency Revolving Commitments have terminated or expired, the Multicurrency Revolving Commitment Percentages shall be determined based upon the Multicurrency Revolving Commitments most recently in effect, giving effect to any assignments.

"Multicurrency Revolving Facility" means the Multicurrency Revolving Commitments and the extensions of credit made thereunder.

"Multicurrency Revolving Lenders" means the Persons listed on Schedule 2.04 under the heading "Multicurrency Revolving Lenders", any Incremental Revolving Lender that becomes a Multicurrency Revolving Lender pursuant to Section 2.24 and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

"Multicurrency Revolving Loan" means a revolving credit loan denominated in euro or Sterling, including any Incremental Revolving Loan denominated in euro or Sterling.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"Net Cash Proceeds" means, in connection with any issuance or incurrence of Indebtedness or Receivable Financing Program, the cash proceeds received from such issuance or incurrence, net of attorneys' fees, investment banking fees, accountants' fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith.

"Obligations" means (a) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, (b) each payment required to be made in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) and obligations to provide cash collateral, (c) all other monetary obligations, including fees (including fees and disbursements of counsel), costs, expenses, guaranties and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of each Loan Party to the Administrative Agent or any Lender under this Agreement and the other Loan Documents and (d) all monetary obligations of each Loan Party under each Hedging Agreement entered into with any counterparty that was a Lender (or an Affiliate of a Lender) at the time such Hedging Agreement was entered into. Notwithstanding the foregoing, the Obligations of any Guarantor shall not include any Excluded Hedging Obligations of such Guarantor.

"Other Taxes" means any and all present or future recording, stamp, documentary excise, transfer, sales, property or similar taxes, charges or levies imposed by any Governmental Authority arising from any payment made under any Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, any Loan Document including any interest, additions to tax or penalties applicable thereto.

"Parent Borrower" means Charles River Laboratories International, Inc., a corporation organized under the laws of Delaware.

"Participating Member State" means a member of the European Community that adopts or has adopted the euro as its currency in accordance with legislation of the European Community relating to Economic and Monetary Union Legislation.

"PBGC" means the Pension Benefit Guaranty Corporation as defined in section 4002 of ERISA and any successor entity performing similar functions.

"Permitted Acquisition" means any acquisition, whether by purchase, merger, consolidation or otherwise, if immediately after giving effect thereto: (a) such acquisition is of the majority of the assets of, or Capital Stock in, a Person or division or line of business or other business unit of a Person and relates to the business conducted by the Consolidated Entities as of the date hereof or in a business reasonably related thereto; (b) no Event of Default shall have occurred and be continuing or would result therefrom; (c) all transactions related thereto shall be consummated in accordance with applicable laws; (d) any acquired or newly formed corporation, partnership or limited liability company shall be a Subsidiary and all actions required to be taken, if any, with respect to such acquired or newly formed Subsidiary under Section 5.09 shall have been taken or will be taken within the time periods specified therein; and (e) the Consolidated Entities shall be in compliance, on a pro forma basis after giving effect to such acquisition or formation, with the covenants contained in Sections 6.10 and 6.11 recomputed as at the last day of the most recently ended fiscal quarter of the Consolidated Entities as if such acquisition and related financings or other transactions had occurred on the first day of the period for testing such compliance and, if the consideration provided in connection with such acquisition exceeds $40,000,000, then the Parent Borrower shall have delivered to the Administrative Agent an officers' certificate to such effect, together with all financial information as required under Section 5.01(c) for the Person or assets to be acquired.

"Permitted Additional Indebtedness" means senior unsecured or subordinated Indebtedness, (a) the terms of which do not provide for any scheduled repayment, mandatory redemption, mandatory prepayment or sinking fund obligation prior to the Maturity Date in effect as at the time such Indebtedness is incurred (other than as a result of a change of control and acceleration rights after an event of default), (b) of which no Domestic Subsidiary of the Parent Borrower is a guarantor that is not a Guarantor and (c) if on the date of the incurrence of such Indebtedness, (i) no Event of Default shall have occurred and be continuing or would result from the incurrence of such Indebtedness and (ii) the Consolidated Entities are in compliance, on a pro forma basis after giving effect to the incurrence of such Indebtedness with the covenants contained in Sections 6.10 and 6.11 recomputed as at the last day of the most recently ended fiscal quarter of the Consolidated Entities as if the incurrence of such Indebtedness and the application of the proceeds thereof had occurred on the first day of the period for testing such compliance; provided that a certificate of the Financial Officer delivered to the Administrative Agent at least ten Business Days (or such shorter period as the Administrative Agent may reasonably agree) prior to the incurrence of such Indebtedness, together with the basis of determination of pro forma covenant compliance referred to above, stating that the Parent

Borrower has determined in good faith that such terms and conditions satisfy the foregoing requirements shall be conclusive evidence that such terms and conditions satisfy the foregoing requirement unless the Administrative Agent notifies the Parent Borrower within such period that it disagrees with such determination (including a reasonable description of the basis upon which it disagrees).

"Permitted Encumbrances" means:

(a) Liens imposed by law for taxes that are not yet delinquent or are being contested in compliance with Section 5.04;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that (i) are not overdue by more than 30 days or (ii) are being contested in compliance with Section 5.04;

(c) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(d) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(e) judgment liens in respect of judgments that do not constitute an Event of Default under clause (k) of Article VII (and liens securing bonds or letters of credit posted to bond any such judgment);

(f) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of any Consolidated Entity; and

(g) with respect to each Mortgaged Property, the liens and other title matters listed on Schedule B to the title policy covering such Mortgaged Property or as is reasonably acceptable to the Administrative Agent;

provided that the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness or any obligation imposed pursuant to Section 430(k) of the Code or 303(k) of ERISA.

"Permitted Investments" means:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof);

(b) investments in commercial paper;

(c) investments in certificates of deposit, banker's acceptances and time deposits issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank organized under the laws of the United States of America or any State thereof which has a combined capital and surplus and undivided profits of not less than $500,000,000;

(d) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (a) above and entered into with a financial institution satisfying the criteria described in clause (c) above;

(e) corporate obligations, bank obligations, Yankee bonds, medium-term notes and deposit notes;

(f) municipal bonds, notes and commercial paper (taxable or tax exempt);

(g) auction rate securities (taxable or tax exempt), variable rate demand notes, puttable bonds and asset backed securities;

(h) mutual funds investing predominantly in the Permitted Investments listed in subparagraphs (a) through (g) above; and

(i) with respect to a Foreign Subsidiary, securities issued by any foreign government or any political subdivision of any foreign government or any public instrumentality thereof in the jurisdiction of domicile of such Foreign Subsidiary;

provided that (i) all Permitted Investments with a maturity of less than one year shall bear at least, from two of the following rating services, a rating of at least A1 by S&P, P1 by Moody's and/or F1 by Fitch and (ii) all Permitted Investments with a maturity of one year or more (other than Permitted Investments referred to in clauses (a) and (i) above) shall bear at least, from one of the following rating services, a rating of at least A by S&P, A2 by Moody's and/or A by Fitch; provided further that at least 90% of the all Permitted Investments at any time will have a maximum effective maturity of two years or less.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means a Domestic Plan or a Foreign Plan.

"Pledge Agreement" means each pledge agreement delivered by the Parent Borrower or any applicable Material Domestic Subsidiary to the Administrative Agent, whereby such Person shall grant to the Administrative Agent a first-priority Lien on Indebtedness and Capital Stock held by such Person to secure the Obligations, which pledge agreement shall be substantially in the form of Exhibit D, as amended, supplemented, restated, amended and restated or otherwise modified from time to time or, in the case of any pledge agreement with respect to the pledge of any Capital Stock of a first-tier Foreign Subsidiary which is directly

owned by the Parent Borrower or any Material Domestic Subsidiary, shall be in form and substance reasonably satisfactory to the Administrative Agent and its local counsel.

"Prime Rate" means the rate of interest per annum publicly announced from time to time by JPMorgan Chase Bank, N.A. as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

"Qualified Keepwell Provider" means, in respect of any Hedging Obligation, each applicable Loan Party that, at the time the relevant Guarantee (or grant of the relevant security interest by, as applicable) becomes effective with respect to such Hedging Obligation, has total assets exceeding $10,000,000 or otherwise constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" with respect to such Hedging Obligation at such time by entering into a keepwell pursuant to section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"Receivables Financing Program" means a program under which any of the Consolidated Entities sell, transfer, encumber or otherwise dispose of accounts receivable and/or related ancillary rights or assets, or interests therein, without recourse (except for customary representations and customary non-credit dilution provisions) other than with respect to such Consolidated Entity's retained interest in such accounts receivable and/or related ancillary rights or assets or interests therein, such program to have terms and conditions reasonably acceptable to the Administrative Agent; provided that the aggregate outstanding attributed principal amount under such program shall not exceed $100,000,000 at any time.

"Receivables Subsidiary" means any single purpose, bankruptcy remote entity formed and operating solely in connection with a Receivables Financing Program permitted under this Agreement.

"Recovery Event" means any settlement of or payment in respect of any property or casualty insurance claim or any condemnation proceeding relating to any asset of any Consolidated Entity in an amount in excess of $20,000,000.

"Register" has the meaning set forth in Section 10.04(c).

"Regulation D" means Regulation D of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"Regulation U" means Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"Regulation X" means Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person's Affiliates.

"Reorganization" means, with respect to any Multiemployer Plan, the condition that such plan is in reorganization within the meaning of Section 4241 of ERISA.

"Required Lenders" means, at any time, the holders of more than 50% of (a) until the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 10.02), the Commitments then in effect and (b) thereafter, the sum of (i) the aggregate unpaid principal amount of the Term Loans and aggregate amount of the Delayed Draw Term Loan Commitments then outstanding and (ii) the total Revolving Commitments then in effect or, if the Revolving Commitments have been terminated, the total Revolving Credit Exposures.

"Revolving Commitment Period" means, with respect to a Revolving Facility, the period from and including the Fifth Amendment and Restatement Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the Commitments under such Revolving Facility.

"Revolving Commitments" means the USD Revolving Commitment, the Multicurrency Revolving Commitment and the Yen Revolving Commitment, it being understood that with respect to each Revolving Lender with a USD Revolving Commitment, a Multicurrency Revolving Commitment and a Yen Revolving Commitment, (a) the amount of such Lender's total Revolving Commitment is equal to such Lender's USD Revolving Commitment, (b) the amount of such Lender's Multicurrency Revolving Commitment is a sublimit within such Lender's total Revolving Commitment and (c) the amount of such Lender's Yen Revolving Commitment is a sublimit within such Lender's total Multicurrency Revolving Commitment.

"Revolving Commitment Percentage" means, with respect to any Revolving Lender, the percentage of the total Revolving Commitments represented by such Lender's Revolving Commitment; provided that in the case of Section 2.25 when a Defaulting Lender shall exist, "Revolving Commitment Percentage" shall mean the percentage of the total USD Revolving Commitments (disregarding any Defaulting Lender's Revolving Commitment) represented by such Lender's Revolving Commitment. If the Revolving Commitments have terminated or expired, the Revolving Commitment Percentages shall be determined based upon the Revolving Commitments most recently in effect, giving effect to any assignments.

"Revolving Credit Exposure" means, with respect to any Lender at any time, the sum of the outstanding principal amount at such time of such Lender's (a) USD Revolving Credit Exposure, (b) Multicurrency Revolving Loans and (c) Yen Revolving Loans.

"Revolving Facility" means each of the USD Revolving Facility, the Multicurrency Revolving Facility and the Yen Revolving Facility.

"Revolving Lenders" means the USD Revolving Lenders, the Multicurrency Revolving Lenders and the Yen Revolving Lenders.

"Revolving Loans" means the USD Revolving Loans, the Multicurrency Revolving Loans and the Yen Revolving Loans.

"S&P" means Standard & Poor's Ratings Services.

"Security Agreement" means each security agreement delivered by the Parent Borrower or any applicable Material Domestic Subsidiary, whereby such Person shall grant to the Administrative Agent a first-priority Lien on its personal property to secure the Obligations, which security agreement shall be substantially in the form of Exhibit E, as amended, supplemented, restated, amended and restated or otherwise modified from time to time.

"Security Documents" means each Guarantee Agreement, each Security Agreement, each Pledge Agreement, each Mortgage and each other security agreement, document and instrument from time to time executed and delivered to the Administrative Agent, pursuant to the terms of the Loan Documents.

"SPC" has the meaning assigned to such term in Section 10.04(h).

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by any Governmental Authority with jurisdiction over the Administrative Agent or any Lender (including any branch, affiliate or other funding office thereof making or holding a Loan) for any category of liabilities which includes deposits by reference to which the Adjusted LIBO Rate in respect of any Borrowing is determined. Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurocurrency Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Sterling" and "£" shall mean the lawful currency of the United Kingdom.

"Subrogation Rights" has the meaning assigned to such term in Article IX.

"subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, trust, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, trust, association or other entity (a) of which securities or other ownership or participation interests representing more than 50% of the equity or participation interests or more than 50% of the ordinary voting power or, in

the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" means any subsidiary of the Parent Borrower and any subsidiary of the Parent Borrower created or acquired by the Parent Borrower after the date hereof.

"Subsidiary Borrowers' Obligations" means the Obligations of the Subsidiary Borrowers.

"Subsidiary Borrowers" means Charles River UK Limited, the Japanese Borrower, Charles River Laboratories Luxembourg S.a.r.l and Charles River Nederland B.V.

"Super-Majority Facility Lenders" means, with respect to any Facility, the holders of more than 66-2/3 % of the (i) aggregate unpaid principal amount of the Term Loans and aggregate outstanding amount of Delayed Draw Term Loan Commitments or (ii) aggregate unpaid principal amount of the total Revolving Credit Exposures, as the case may be, outstanding under such Facility (or, in the case of the Revolving Facility, prior to any termination of the Revolving Commitments, the holders of more than 66-2/3% of the total Revolving Commitments).

"Swingline Exposure" means, at any time, the aggregate principal amount of all Swingline Loans outstanding at such time. The Swingline Exposure of any Lender at any time shall be its USD Revolving Commitment Percentage of the total Swingline Exposure at such time.

"Swingline Lender" means JPMorgan Chase Bank, N.A., in its capacity as lender of Swingline Loans hereunder.

"Swingline Loan" means a Loan made pursuant to Section 2.07.

"Swingline Loan Maturity Date" means the maturity date requested by the Parent Borrower in connection with a Swingline Loan (which date shall in no event be later than the earlier of (a) 30 days after the date of such Borrowing thereof and (b) the Maturity Date).

"Synthetic Lease" means any synthetic lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing product where such transaction is considered borrowed money indebtedness for tax purposes but is classified as an operating lease in accordance with GAAP.

"TARGET" means the Trans-European Automated Real-time Gross settlement Express Transfer system.

"Taxes" means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority.

"Term Commitment" means, with respect to each Term Lender, the Effective Date Term Commitment and the Delayed Draw Term Commitment, as applicable.

"Term Facility" means the Term Commitments and the Term Loans made thereunder.

"Term Lenders" means the Persons listed on Schedule 2.01 with a Term Commitment or a Delayed Draw Term Commitment and any other Person that shall have become Term Lender pursuant to (i) an Assignment and Assumption or (ii) Section 2.24; in each case, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

"Term Loans" means (i) a term loan made by a Lender to the Parent Borrower on the Fifth Amendment and Restatement Effective Date, (ii) a Delayed Draw Term Loan or (iii) an Incremental Term Loan.

"Term Percentage" means, with respect to any Term Lender, the percentage of the aggregate principal amount of the then outstanding Term Loans represented by the aggregate principal amount of such Term Lender's then outstanding Term Loans.

"Transactions" means the execution, delivery and performance by each of the Loan Parties of each of the Loan Documents to which it is a party, the borrowing of Loans, the use of the proceeds thereof and the issuance of Letters of Credit hereunder.

"Treaty" means the Treaty establishing the European Economic Community, being the Treaty of Rome of March 25, 1957, as amended by the Single European Act 1987, the Maastricht Treaty (which was signed at Maastricht on February 7, 1992 and came into force on November 1, 1993), the Amsterdam Treaty (which was signed at Amsterdam on October 2, 1997 and came into force on May 1, 1999) and the Nice Treaty (which was signed on February 26, 2001), each as amended from time to time and as referred to in legislative measures of the European Union for the introduction of, changeover to or operating of the euro in one or more member states.

"Type" when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Alternate Base Rate.

"U.S. Administrative Agent" shall have the meaning set forth in the definition of "Administrative Agent".

"U.S. Person" means a "United States Person" within the meaning of Section 7701(a)(30) of the Code.

"USD Revolving Commitment" means, with respect to each USD Revolving Lender, the commitment of such Lender to make USD Revolving Loans and to acquire participations in Letters of Credit and Swingline Loans hereunder, expressed as an amount

representing the maximum aggregate amount of such Lender's USD Revolving Credit Exposure hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.11, (b) increased from time to time pursuant to Section 2.24 and (c) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 10.04. The amount of each Lender's USD Revolving Commitment as of the Fifth Amendment and Restatement Effective Date is set forth on Schedule 2.04, or in the Assignment and Assumption pursuant to which such Lender shall have assumed its USD Revolving Commitment as of the date of such Assignment and Assumption, as applicable. The aggregate amount of the Lenders' USD Revolving Commitments as of the Fifth Amendment and Restatement Effective Date is $550,000,000.

"USD Revolving Commitment Percentage" means, with respect to any Revolving Lender, the percentage of the total USD Revolving Commitments represented by such Lender's USD Revolving Commitment; provided that in the case of Section 2.25 when a Defaulting Lender shall exist, "USD Revolving Commitment Percentage" shall mean the percentage of the total USD Revolving Commitments (disregarding any Defaulting Lender's USD Revolving Commitment) represented by such Lender's USD Revolving Commitment. If the USD Revolving Commitments have terminated or expired, the USD Revolving Commitment Percentages shall be determined based upon the USD Revolving Commitments most recently in effect, giving effect to any assignments.

"USD Revolving Credit Exposure" means, with respect to any USD Revolving Lender at any time, the sum of the outstanding principal amount of such Lender's USD Revolving Loans and its LC Exposure and Swingline Exposure at such time.

"USD Revolving Facility" means the USD Revolving Commitments and the extensions of credit made thereunder.

"USD Revolving Lenders" means the Persons listed on Schedule 2.04 under the heading "USD Revolving Lenders", any Incremental Revolving Lender that becomes a USD Revolving Lender pursuant to Section 2.24 and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

"USD Revolving Loan" means a revolving credit loan denominated in dollars, including any Incremental Revolving Loan denominated in dollars).

"Wholly-Owned Guarantor" means a Guarantor that is a Wholly-Owned Subsidiary.

"Wholly-Owned Subsidiary" means a Subsidiary all the Capital Stock of which (other than directors' qualifying shares) is owned by the Borrower and/or one or more other Wholly-Owned Subsidiaries.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Yen" and "¥" refer to the lawful currency of Japan.

"Yen Revolving Commitment" means, with respect to each Yen Revolving Lender, the commitment of such Lender (which is a sublimit of the Multicurrency Revolving Commitment of such Lender) to make Yen Revolving Loans, as such commitment may be (a) reduced from time to time pursuant to Section 2.11, (b) increased from time to time pursuant to Section 2.24, or (c) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 10.04. The amount of each Lender's Yen Revolving Commitment as of the Fifth Amendment and Restatement Effective Date is set forth on Schedule 2.04, or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Yen Revolving Commitment as of the date of such Assignment and Assumption, as applicable. The Dollar Equivalent of the aggregate amount of the Lenders' Yen Revolving Commitments as of the Fifth Amendment and Restatement Effective Date is $30,000,000.

"Yen Revolving Commitment Percentage" means, with respect to any Revolving Lender, the percentage of the total Yen Revolving Commitments represented by such Lender's Yen Revolving Commitment; provided that in the case of Section 2.25 when a Defaulting Lender shall exist, "Yen Revolving Commitment Percentage" shall mean the percentage of the total Yen Revolving Commitments (disregarding any Defaulting Lender's Yen Revolving Commitment) represented by such Lender's Yen Revolving Commitment. If the Yen Revolving Commitments have terminated or expired, the Yen Revolving Commitment Percentages shall be determined based upon the Yen Commitments most recently in effect, giving effect to any assignments.

"Yen Revolving Facility" means the Yen Revolving Commitments and the extensions of credit made thereunder.

"Yen Revolving Lenders" means (a) the Persons listed on Schedule 2.04 under the heading "Yen Revolving Lenders", (b) any Incremental Revolving Lender that becomes a Yen Revolving Lender pursuant to Section 2.24 and (c) any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption. The Yen Revolving Lenders set forth in clauses (a) and (b) above (and clause (c) to the extent that such Person assumes obligations to extend any additional Loan under the Yen Revolving Commitment (including any Loan to refinance of any existing Loan under the Yen Revolving Commitment)), shall have a license required to engage in the business of lending money in Japan.

"Yen Revolving Loan" means a revolving credit loan denominated in Yen, including any Incremental Revolving Loan denominated in Yen.

SECTION 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a "Revolving Loan") or by Type (e.g., a "Eurocurrency Loan") or by Class and Type (e.g., a "Eurocurrency Revolving Loan") or by

Revolving Facility (e.g., a "USD Revolving Loan"). Borrowings also may be classified and referred to by Class (e.g., a "Revolving Borrowing") or by Type (e.g., a "Eurocurrency Borrowing") or by Class and Type (e.g., a "Eurocurrency Revolving Borrowing") or by Revolving Facility (e.g., a "USD Borrowing").

SECTION 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein 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), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) 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.

SECTION 1.04. Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, (i) notwithstanding anything to the contrary herein, all accounting or financial terms used herein shall be construed, and all financial computations pursuant hereto shall be made, without giving effect to (a) any election under Accounting Standards Codification 825-10-25 (previously referred to as Statement of Financial Accounting Standards 159) (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of any Borrower or Subsidiary at "fair value", as defined therein and (b) except with respect to any 2.25% Convertible Notes, any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof and (ii) if the Parent Borrower notifies the Administrative Agent that the Parent Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Parent Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such

change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

ARTICLE II

The Credits

SECTION 2.01. Term Commitments. (a) Subject to the terms and conditions set forth herein, each Effective Date Term Lender severally agrees to make an Effective Date Term Loan to the Parent Borrower on the Fifth Amendment and Restatement Effective Date in an amount not to exceed the amount of the Effective Date Term Commitment of such Lender.

(b) Subject to the terms and conditions set forth herein, each Delayed Draw Term Lender severally agrees to make a Delayed Draw Term Loan to the Parent Borrower in a single draw on any Business Day (the "Delayed Draw Borrowing Date") during the Delayed Draw Term Loan Commitment Period in an amount not to exceed the amount of the Delayed Draw Term Commitment of such Lender.

The Term Loans may from time to time be Eurocurrency Loans or ABR Loans, as determined by the Parent Borrower and notified to the Administrative Agent in accordance with Sections 2.02 and 2.16.

SECTION 2.02. Procedure for Term Loan Borrowings. To borrow Term Loans on the Fifth Amendment and Restatement Effective Date or Delayed Draw Borrowing Date, as applicable, the Parent Borrower shall give the Administrative Agent irrevocable notice (which notice must be received by (a) in the case of a Eurocurrency Borrowing, not later than 11:00 a.m., Local Time, three Business Days prior to the applicable date or (b) in the case of an ABR Borrowing, not later 11:00 a.m., New York City time, one Business Day prior to the applicable date) requesting that the Effective Date Term Lenders make the Effective Date Term Loans on the Fifth Amendment and Restatement Effective Date or the Delayed Draw Term Lenders make the Delayed Draw Term Loans on the Delayed Draw Borrowing Date, as applicable, and specifying the amount to be borrowed and, except in the case of ABR Borrowing of Term Loans, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term Interest Period. Upon receipt of such Borrowing Request the Administrative Agent shall promptly notify each applicable Term Lender thereof. Not later than 10:00 a.m., New York City time on the Fifth Amendment and Restatement Effective Date or Delayed Draw Borrowing Date, as applicable, each Term Lender shall make available to the Administrative Agent at the applicable Funding Office an amount in immediately available funds equal to the Term Loan or Term Loans to be made by such Lender. The Administrative Agent shall credit the account of the applicable Borrower on the books of such office of the Administrative Agent with the aggregate of the amounts made available to the Administrative Agent by the Term Lenders in immediately available funds.

SECTION 2.03. Repayment of Term Loans. Each Term Loan of each Term Lender shall mature in 20 consecutive quarterly installments, each of which shall be in an amount equal to the product of such Lender's Term Percentage, as applicable, multiplied by (i) the Amortization

Percentage set forth below opposite such installment and (ii) the initial principal amount of the Term Loans borrowed on the Fifth Amendment and Restatement Effective Date and Delayed Draw Borrowing Date.

Installment	Amortization Percentage
September 30, 2013	1.25%
December 31, 2013	1.25%
March 31, 2014	1.25%
June 30, 2014	1.25%
September 30, 2014	2.50%
December 31, 2014	2.50%
March 31, 2015	2.50%
June 30, 2015	2.50%
September 30, 2015	2.50%
December 31, 2015	2.50%
March 31, 2016	2.50%
June 30, 2016	2.50%
September 30, 2016	3.75%
December 31, 2016	3.75%
March 31, 2017	3.75%
June 30, 2017	3.75%
September 30, 2017	5.00%
December 31, 2017	5.00%
March 31, 2018	5.00%
Maturity Date	45.00%

SECTION 2.04. Revolving Commitments. Subject to the terms and conditions set forth herein, each USD Revolving Lender agrees to make USD Revolving Loans to the Parent Borrower from time to time during the Revolving Commitment Period in an aggregate principal amount that will not result in (i) such Lender's Revolving Credit Exposure exceeding the amount of such Lender's Revolving Commitment or (ii) the total Revolving Credit Exposure exceeding the total Revolving Commitment. Within the foregoing limits and subject to the terms and conditions set forth herein, the Parent Borrower may borrow, prepay and reborrow USD Revolving Loans.

(a) Subject to the terms and conditions set forth herein, each Multicurrency Revolving Lender agrees to make Multicurrency Revolving Loans to the Parent Borrower and/or the Subsidiary Borrowers (other than the Japanese Borrower) from time to time during the

Revolving Commitment Period in an aggregate principal amount at any one time outstanding which (i) does not exceed such Lender's Multicurrency Revolving Commitment, (ii) will not result in such Lender's Revolving Credit Exposure exceeding the amount of such Lender's Revolving Commitment and (iii) will not result in the total Revolving Credit Exposure exceeding the total Revolving Commitment. Within the foregoing limits and subject to the terms and conditions set forth herein, the Parent Borrower and/or the Subsidiary Borrowers may borrow, prepay and reborrow Multicurrency Revolving Loans.

(b) Subject to the terms and conditions set forth herein, each Yen Revolving Lender agrees to make Yen Revolving Loans to the Japanese Borrower from time to time during the Revolving Commitment Period in an aggregate principal amount at any one time outstanding which (i) does not exceed such Lender's Yen Revolving Commitment, (ii) does not exceed such Lender's Multicurrency Revolving Commitment, (iii) will not result in such Lender's Revolving Credit Exposure exceeding the amount of such Lender's Revolving Commitment and (iv) will not result in the total Revolving Credit Exposure exceeding the total Revolving Commitment. Within the foregoing limits and subject to the terms and conditions set forth herein, only the Japanese Borrower may borrow, prepay and reborrow Yen Revolving Loans.

SECTION 2.05. Revolving Loans and Borrowings. Each Revolving Loan under any Revolving Facility shall be made as part of a Borrowing consisting of Revolving Loans made by the Lenders ratably in accordance with their respective Revolving Commitments under such Revolving Facility. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Revolving Commitments of the Lenders under each Revolving Facility are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(a) Subject to Section 2.17, (i) each USD Revolving Borrowing shall be comprised entirely of ABR Loans or Eurocurrency Loans as the Parent Borrower may request in accordance herewith and (ii) each Multicurrency Revolving Borrowing and Yen Revolving Borrowing shall be comprised entirely of Eurocurrency Loans as the applicable Borrower may request in accordance herewith. Each Swingline Loan shall be an ABR Loan. Each Lender at its option may make any Eurocurrency Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the applicable Borrower to repay such Loan in accordance with the terms of this Agreement.

(b) At the commencement of each Interest Period for any Eurocurrency Borrowing, such Borrowing shall be in an aggregate amount that is not less than (i) $1,000,000 and an integral multiple of $100,000 in excess thereof in the case of Borrowings denominated in dollars, (ii) €1,000,000 and an integral multiple of €100,000 in excess thereof in the case of Borrowings denominated in euros, (iii) £1,000,000 and an integral multiple of £100,000 in excess thereof in the case of Borrowings denominated in Sterling and (iv) ¥100,000,000 and an integral multiple of ¥10,000,000 in excess thereof in the case of Borrowings denominated in Yen. At the time that each ABR Revolving Borrowing is made, such Borrowing shall be in an aggregate amount that is not less than $500,000; provided that an ABR Revolving Borrowing

may be in an aggregate amount that is equal to the entire unused balance of the total Revolving Commitments or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.08(e). Each Swingline Borrowing shall be in an amount that is not less than $100,000. Borrowings of more than one Type and Class may be outstanding at the same time; provided that there shall not at any time be more than an aggregate total of (i) ten dollar, euro, Sterling or Yen Eurocurrency Borrowings or (ii) three Swingline Borrowings.

(c) Notwithstanding any other provision of this Agreement, the Borrowers shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

SECTION 2.06. Requests for Revolving Borrowings. To request a Revolving Borrowing, the applicable Borrower shall notify the Administrative Agent (which in the case of a Borrowing denominated in dollars or Yen, shall be the U.S. Administrative Agent) of such request by telephone (or in the case of a Borrowing denominated in euro, Sterling or Yen, in writing) (a) in the case of a Eurocurrency Borrowing, not later than 11:00 a.m., Local Time, three Business Days before (or in the case of a Borrowing denominated in Yen, not later than 11:00 a.m. New York City time, four Business Days before) the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, not later than 11:00 a.m., New York City time, one Business Day before the date of the proposed Borrowing. Each such Borrowing Request shall be irrevocable and in the case of telephonic notice shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written Borrowing Request in a form approved by the Administrative Agent and signed by the applicable Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.05:

(i) the aggregate amount of the requested Borrowing;

(ii) the Revolving Facility under which the Borrowing is to be made:

(iii) the date of such Borrowing, which shall be a Business Day;

(iv) in the case of a USD Borrowing, whether such Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing;

(v) in the case of a Eurocurrency Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term “Interest Period”; and

(vi) the location and number of the applicable Borrower’s account to which funds are to be disbursed, which shall comply with the requirements of Section 2.09.

If no election as to the Type of any USD Borrowing is specified, then the requested Revolving Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Eurocurrency Borrowing, then the applicable Borrower shall be deemed to have selected an Interest Period of one month’s duration. Promptly following receipt of a Borrowing

Request in accordance with this Section, the Administrative Agent shall advise each Revolving Lender of the details thereof and of the amount of such Revolving Lender's Loan to be made as part of the requested Borrowing.

SECTION 2.07. Swingline Loans. Subject to the terms and conditions set forth herein, the Swingline Lender agrees to make Swingline Loans in dollars to the Parent Borrower from time to time during the Revolving Commitment Period, in an aggregate principal amount at any time outstanding that will not result in (i) the aggregate principal amount of outstanding Swingline Loans exceeding $10,000,000 or (ii) the total Revolving Credit Exposures exceeding the total Revolving Commitments; provided that no Swingline Loan shall be made or requested to refinance an outstanding Swingline Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, the Parent Borrower may borrow, prepay and reborrow Swingline Loans.

(a) To request a Swingline Loan, the Parent Borrower shall notify the Administrative Agent of such request by telephone (confirmed by telecopy), not later than 2:00 p.m., New York City time, on the day of a proposed Swingline Loan. Each such notice shall be irrevocable and shall specify the requested date (which shall be a Business Day) and amount of the requested Swingline Loan. The Administrative Agent will promptly advise the Swingline Lender of any such notice received from the Parent Borrower. The Swingline Lender shall make each Swingline Loan available to the Parent Borrower by means of a credit to the general deposit account of the Parent Borrower with the Swingline Lender (or, in the case of a Swingline Loan made to finance the reimbursement of an LC Disbursement as provided in Section 2.08(e), by remittance to the Issuing Bank) by 3:00 p.m., New York City time, on the requested date of such Swingline Loan.

(b) The Swingline Lender may by written notice given to the Administrative Agent not later than 10:00 a.m., New York City time, on any Business Day require the USD Revolving Lenders to acquire participations on such Business Day in all or a portion of the Swingline Loans outstanding. Such notice shall specify the aggregate amount of Swingline Loans in which USD Revolving Lenders will participate. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each USD Revolving Lender, specifying in such notice such Lender's USD Revolving Commitment Percentage of such Swingline Loan or Loans. Each USD Revolving Lender hereby absolutely and unconditionally agrees, upon receipt of notice as provided above, to pay to the Administrative Agent, for the account of the Swingline Lender, such Lender's USD Revolving Commitment Percentage of such Swingline Loan or Loans. Each USD Revolving Lender acknowledges and agrees that its obligation to acquire participations in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each USD Revolving Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.09 with respect to Loans made by such Lender (and Section 2.09 shall apply, mutatis mutandis, to the payment obligations of the USD Revolving Lenders), and the Administrative Agent shall promptly pay to

the Swingline Lender the amounts so received by it from the USD Revolving Lenders. The Administrative Agent shall notify the Parent Borrower of any participations in any Swingline Loan acquired pursuant to this paragraph, and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to the Swingline Lender. Any amounts received by the Swingline Lender from the Parent Borrower (or other party on behalf of the Parent Borrower) in respect of a Swingline Loan after receipt by the Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent; any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the USD Revolving Lenders that shall have made their payments pursuant to this paragraph and to the Swingline Lender, as their interests may appear. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not relieve the Parent Borrower of any default in the payment thereof.

SECTION 2.08. Letters of Credit. General. Subject to the terms and conditions set forth herein, the Parent Borrower may request the issuance of Letters of Credit denominated in dollars for its own account, in a form reasonably acceptable to the Administrative Agent and the Issuing Bank, at any time and from time to time during the Revolving Commitment Period. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the Parent Borrower to, or entered into by the Parent Borrower with, the Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control.

(a) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Parent Borrower shall hand deliver or telecopy (or transmit by electronic communication, if arrangements for doing so have been approved by the Issuing Bank) to the Issuing Bank and the Administrative Agent (reasonably in advance of the requested date of issuance, amendment, renewal or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the amount of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by the Issuing Bank, the Parent Borrower also shall submit a letter of credit application on the Issuing Bank's standard form in connection with any request for a Letter of Credit. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit the Parent Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the LC Exposure shall not exceed $40,000,000 and (ii) the total Revolving Credit Exposures shall not exceed the total USD Revolving Commitments.

(b) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date not later than one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (ii) the date that is five Business Days prior to the Maturity Date.

(c) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the Issuing Bank or the USD Revolving Lenders, the Issuing Bank hereby grants to each USD Revolving Lender, and each USD Revolving Lender hereby acquires from the Issuing Bank, a participation in such Letter of Credit equal to such Lender's USD Revolving Commitment Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each USD Revolving Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the Issuing Bank, such Lender's USD Revolving Commitment Percentage of each LC Disbursement made by the Issuing Bank and not reimbursed by the Parent Borrower on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to the Parent Borrower for any reason. Each USD Revolving Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Revolving Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(d) Reimbursement. If the Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the Parent Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement not later than 12:00 noon, New York City time, on the date that such LC Disbursement is made, if the Parent Borrower shall have received notice of such LC Disbursement prior to 10:00 a.m., New York City time, on such date, or, if such notice has not been received by the Parent Borrower prior to such time on such date, then not later than 12:00 noon, New York City time, on the Business Day immediately following the day that the Parent Borrower receives such notice, if such notice is not received prior to such time on the day of receipt; provided that the Parent Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.06 or 2.07 that such payment be financed with an ABR Revolving Borrowing or Swingline Loan in an equivalent amount and, to the extent so financed, the Parent Borrower's obligation to make such payment shall be discharged and replaced by the resulting ABR Revolving Borrowing or Swingline Loan. If the Parent Borrower fails to make such payment when due, the Administrative Agent shall notify each USD Revolving Lender of the applicable LC Disbursement, the payment then due from the Parent Borrower in respect thereof and such Lender's USD Revolving Commitment Percentage thereof. Promptly following receipt of such notice, each USD Revolving Lender shall pay to the Administrative Agent its USD Revolving Commitment Percentage of the payment then due from the Parent Borrower, in the same manner as provided in Section 2.09 with respect to Loans made by such Lender (and Section 2.09 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the Issuing Bank the amounts so received by it from the Lenders. Promptly following receipt by the Administrative Agent of any payment from the Parent Borrower pursuant to this paragraph, the Administrative Agent shall distribute such payment to the Issuing Bank or, to the extent that Lenders have made payments pursuant to this paragraph to reimburse the Issuing Bank, then to such Lenders and the Issuing Bank as their interests may

appear. Any payment made by a Lender pursuant to this paragraph to reimburse the Issuing Bank for any LC Disbursement (other than the funding of ABR Revolving Loans or a Swingline Loan as contemplated above) shall not constitute a Loan and shall not relieve the Parent Borrower of its obligation to reimburse such LC Disbursement.

(e) Obligations Absolute. The Parent Borrower's obligation to reimburse LC Disbursements as provided in paragraph (e) of this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by the Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Parent Borrower's obligations hereunder. Neither the Administrative Agent, the Lenders nor the Issuing Bank, nor any of their Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the Issuing Bank; provided that the foregoing (including the first sentence of this paragraph (f)) shall not be construed to excuse the Issuing Bank from liability to the Parent Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Parent Borrower to the extent permitted by applicable law) suffered by the Parent Borrower that are caused by the Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of the Issuing Bank (as finally determined by a court of competent jurisdiction), the Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(f) Disbursement Procedures. The Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. The Issuing Bank shall promptly notify the Administrative Agent and the Parent Borrower by telephone (confirmed by telecopy) of such demand for payment and whether the Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure

to give or delay in giving such notice shall not relieve the Parent Borrower of its obligation to reimburse the Issuing Bank and the USD Revolving Lenders with respect to any such LC Disbursement.

(g) Interim Interest. If the Issuing Bank shall make any LC Disbursement, then, unless the Parent Borrower shall reimburse such LC Disbursement in full on the date repayment of such LC Disbursement is due in accordance with Section 2.08(e), the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is due to but excluding the date that the Parent Borrower reimburses such LC Disbursement, at the rate per annum then applicable to ABR Revolving Loans. Interest accrued pursuant to this paragraph shall be for the account of the Issuing Bank, except that interest accrued on and after the date of payment by any Lender pursuant to paragraph (e) of this Section to reimburse the Issuing Bank shall be for the account of such Lender to the extent of such payment.

(h) Replacement of the Issuing Bank. The Issuing Bank may be replaced at any time by written agreement among the Parent Borrower, the Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank. The Administrative Agent shall notify the USD Revolving Lenders of any such replacement of the Issuing Bank. At the time any such replacement shall become effective, the Parent Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.15(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of the Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(i) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that the Parent Borrower receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Loans has been accelerated, Lenders with LC Exposure representing greater than 50% of the total LC Exposure) demanding the deposit of cash collateral pursuant to this paragraph, the Parent Borrower shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the USD Revolving Lenders, an amount in cash equal to the LC Exposure as of such date plus any accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Parent Borrower described in clause (h) or (i) of Article VII. Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the Obligations with respect to Letters of Credit under this Agreement. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at

the Parent Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Parent Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Lenders with LC Exposure representing greater than 50% of the total LC Exposure), be applied to satisfy other obligations of the Parent Borrower under this Agreement. If the Parent Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid), together with any interest amount thereon, shall be returned to the Parent Borrower within three Business Days after all Events of Default have been cured or waived.

(j) Transition of Existing Letters of Credit.

(i) Upon the Fifth Amendment and Restatement Effective Date , all Existing Letters of Credit shall be deemed to have ceased to be outstanding under the Existing Credit Agreement and shall be deemed instead to have been issued under this Agreement on the Fifth Amendment and Restatement Effective Date and to be outstanding under this Agreement.

(ii) The Parent Borrower represents and warrants to the Administrative Agent, the Issuing Bank and the Lenders that Schedule 2.08 to this Agreement sets forth a true and complete listing of all Existing Letters of Credit.

SECTION 2.09. Funding of Borrowings. Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 12:00 noon, Local Time (or in the case of Yen denominated Borrowings, 11:00 a.m. Local Time), to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders; provided that Swingline Loans shall be made as provided in Section 2.07. The Administrative Agent will make such Loans available to the applicable Borrower by promptly crediting the amounts so received, in like funds, to an account of the applicable Borrower maintained with the Administrative Agent or as otherwise designated by the applicable Borrower in the applicable Borrowing Request; provided that ABR Revolving Loans made to finance the reimbursement of an LC Disbursement as provided in Section 2.08(e) shall be remitted by the Administrative Agent to the Issuing Bank.

(a) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section 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 the applicable Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including

the date such amount is made available to the applicable Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the lesser of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of such Borrower, the interest rate applicable to the relevant Borrowing. If any such amount required to be paid by any Lender is not in fact made available to the Administrative Agent within three Business Days following the date upon which such Lender receives notice from the Administrative Agent, the Administrative Agent shall be entitled to recover from such Lender, on demand, such amount with interest thereon calculated from such due date at the rate set forth in the preceding sentence plus 3%. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

SECTION 2.10. Interest Elections. Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurocurrency Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the applicable Borrower may elect to continue any Eurocurrency Borrowing by electing successive Interest Periods therefore and the Parent Borrower may elect to convert any Borrowing denominated in dollars to a different Type, all as provided in this Section. The applicable Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section shall not apply to Swingline Borrowings, which may not be converted or continued.

(a) To make an election pursuant to this Section, the applicable Borrower shall notify the Administrative Agent (which in the case of a Borrowing denominated in dollars or Yen, shall be the U.S. Administrative Agent) of such election by the time and in the manner that a Borrowing Request would be required under Section 2.02 or 2.06, as the case may be, if such Borrower were requesting a Borrowing of the Type and currency resulting from such election to be made on the effective date of such election. Each such Interest Election Request shall be irrevocable and in the case of telephonic notice shall be confirmed promptly by hand delivery or telecopy to the applicable Administrative Agent of a written Interest Election Request in a form approved by the applicable Administrative Agent and signed by the applicable Borrower.

(b) Each telephonic and written Interest Election Request shall specify the following information (and in the case of Revolving Borrowings, in compliance with Section 2.05):

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) in the case of a Revolving Borrowing denominated in dollars, whether the resulting Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing; and

(iv) if the resulting Borrowing is a Eurocurrency Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Eurocurrency Borrowing but does not specify an Interest Period, then the applicable Borrower shall be deemed to have selected an Interest Period of one month's duration.

(c) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(d) If the Parent Borrower fails to deliver a timely Interest Election Request with respect to a Eurocurrency Borrowing denominated in dollars prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. If the applicable Borrower fails to deliver a timely Interest Election Request with respect to a Borrowing denominated in euro prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period the applicable Borrower shall be deemed to have elected to continue such Borrowing with an Interest Period of one month's duration. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing (i) no outstanding Revolving Borrowing may be converted to or continued as a Eurocurrency Borrowing, (ii) unless repaid, each Eurocurrency Borrowing denominated in dollars shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto and (iii) each Eurocurrency Borrowing denominated in euro shall be due and payable on the last day of the Interest Period applicable thereto.

SECTION 2.11. Termination and Reduction of Commitments. Unless previously terminated, the Revolving Commitments shall terminate on the Maturity Date. Unless previously terminated, the Effective Date Term Commitments shall terminate upon the making of the Effective Date Term Loans on the Fifth Amendment and Restatement Effective Date.

(a) The Parent Borrower may at any time terminate, or from time to time reduce, the Revolving Commitments under any Revolving Facility; provided that (i) each reduction of the Revolving Commitments under any Revolving Facility shall be in an amount that is an integral multiple of $100,000 and not less than $1,000,000 and (ii) the Parent Borrower shall not terminate or reduce the Revolving Commitments under a Revolving Facility if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.13, (i) the Multicurrency Revolving Loans of any Lender exceed such Lender's Multicurrency Revolving Commitment, (ii) the Yen Revolving Loans of any Lender exceed such Lender's Yen Revolving

Commitment, (iii) the Revolving Credit Exposure of any Lender exceeds the amount of such Lender's USD Revolving Commitment, (iv) the total Revolving Credit Exposures would exceed the total USD Revolving Commitments, (v) the total Multicurrency Revolving Loans would exceed the Multicurrency Revolving Commitments or (v) the total Yen Revolving Loans would exceed the Yen Revolving Commitments .

(b) The Parent Borrower may at any time terminate, or from time to time reduce, the Delayed Draw Term Loan Commitments; provided that (i) each reduction of the Delayed Draw Term Loan Commitments shall be in an amount that is an integral multiple of $100,000 and not less than $1,000,000. Unless previously terminated the Delayed Draw Term Loan Commitments shall terminate at 5:00 p.m. New York City time on June 17, 2013.

(c) The Parent Borrower shall notify the Administrative Agent (which in the case of a Commitment denominated in dollars or Yen, shall be the U.S. Administrative Agent) of any election to terminate or reduce the Commitments under paragraph (b) or (c) of this Section at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any written notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Parent Borrower pursuant to this Section shall be irrevocable; provided that a notice of termination of Commitments delivered by the Parent Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Parent Borrower (by notice to the applicable Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of Commitments shall be permanent. Each reduction of any Commitments shall be made ratably among the Lenders in accordance with their respective applicable Commitments.

SECTION 2.12. Repayment of Revolving Loans; Evidence of Debt. Each Borrower hereby unconditionally promises to pay on the Maturity Date to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Revolving Loan made to such Borrower. The Parent Borrower hereby unconditionally promises to pay to the Swingline Lender the then unpaid principal amount of each Swingline Loan on the Swingline Loan Maturity Date; provided that on each date that a USD Revolving Borrowing is made, the Parent Borrower shall repay all Swingline Loans then outstanding.

(a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of each Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(b) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the applicable Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(c) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrowers to repay the Loans in accordance with the terms of this Agreement.

SECTION 2.13. Optional Prepayments. Subject to Section 2.19, each Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to prior notice in accordance with paragraph (b) of this Section.

(a) The applicable Borrower shall notify the Administrative Agent (which in the case of a Borrowing denominated in dollars or Yen, shall be the U.S. Administrative Agent) (and, in the case of prepayment of a Swingline Loan, the Swingline Lender) by telephone (confirmed by telecopy) of any prepayment hereunder (i) in the case of prepayment of a Eurocurrency Borrowing, not later than 11:00 a.m., Local Time, three Business Days before (or, in the case of a Borrowing denominated in Yen, 11:00 a.m New York City time four Business Days before) the date of prepayment, (ii) in the case of prepayment of an ABR Revolving Borrowing, not later than 11:00 a.m., New York City time, one Business Day before the date of prepayment or (iii) in the case of prepayment of a Swingline Loan, not later than 12:00 noon, New York City time, on the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Revolving Commitments as contemplated by Section 2.11, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.11. Promptly following receipt of any such notice relating to a Revolving Borrowing, the Administrative Agent shall advise the Revolving Lenders of the contents thereof. Each partial prepayment of any Revolving Borrowing shall be in an amount that would be permitted in the case of an advance of a Revolving Borrowing of the same Type as provided in Section 2.05. Each prepayment of a Revolving Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.16.

SECTION 2.14. Mandatory Prepayments. If any Indebtedness shall be issued or incurred by any Consolidated Entity (other than as permitted under Section 6.01), an amount equal to 100% of the Net Cash Proceeds shall be applied on the date of such issuance or incurrence toward the prepayment of the Term Loans ratably in accordance with the respective outstanding principal amounts thereof and as otherwise set forth in Section 2.14(c); provided that no prepayment shall be required to be made pursuant to this subsection (a) if the Leverage Ratio on the last the day of the fiscal quarter most recently ended is 3.00 to 1.00 or less.

(a) If on any date any Consolidated Entity shall receive Net Cash Proceeds in connection with any Receivables Financing Program then such Net Cash Proceeds shall be applied on such date toward the prepayment of the Term Loans ratably in accordance with the respective outstanding principal amounts thereof and as otherwise set forth in Section 2.14(c).

(b) Amounts to be applied in connection with prepayments made pursuant to this Section 2.14 shall (i) be applied to the remaining installments thereof as directed by the Parent

Borrower and in accordance with Section 2.21(b) and (ii) be reduced (but not below zero) to the extent of prepayments of the Term Loans prepaid pursuant to Section 2.13 at any time during the twelve month period ending on the date such prepayment would otherwise be required under this Section 2.14. Prepayments shall be made, first, to ABR Loans and, second, to Eurocurrency Loans and in each case, together with accrued interest to the date of such prepayment on the amount prepaid and the principal amount of Term Loans and accrued interest thereon to be paid by the applicable Borrower pursuant to any such prepayment shall not exceed in the aggregate the applicable portion of Net Cash Proceeds with respect to such prepayment.

SECTION 2.15. Fees. The Parent Borrower agrees to pay to the Administrative Agent for the account of each Lender a commitment fee, which shall accrue at the Applicable Rate on the average daily unused amount of the Revolving Commitment of such Lender during the period from and including the Fifth Amendment and Restatement Effective Date to but excluding the date on which such Revolving Commitment terminates. Accrued commitment fees shall be payable in arrears on the last day of March, June, September and December of each year and on the date on which the Revolving Commitments terminate, commencing on the first such date to occur after the date hereof. All commitment fees shall be computed on the basis of a year of 360 days, and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). For purposes of this Section 2.15(a), the unused amount of the Revolving Commitment of any Revolving Lender shall be deemed to be the excess of (i) the aggregate Revolving Commitment of such Lender over (ii) the aggregate Revolving Credit Exposure of such Lender (exclusive of Swingline Exposure).

(a) The Parent Borrower agrees to pay (i) to the Administrative Agent for the account of each Revolving Lender a participation fee with respect to its participations in Letters of Credit, which shall accrue at the same Applicable Rate as interest on Eurocurrency Loans on the average daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Fifth Amendment and Restatement Effective Date to but excluding the later of the date on which such Lender's Revolving Commitment terminates and the date on which such Lender ceases to have any LC Exposure, and (ii) to the Issuing Bank a fronting fee, which shall accrue at the rate or rates per annum separately agreed upon between the Parent Borrower and the Issuing Bank on the average daily amount of the LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Fifth Amendment and Restatement Effective Date to but excluding the later of the date of termination of the Revolving Commitments and the date on which there ceases to be any LC Exposure, as well as the Issuing Bank's standard fees with respect to the issuance, administration, amendment, payment, negotiation, renewal or extension of any Letter of Credit or processing of drawings thereunder. Participation fees and fronting fees accrued through and including the last day of March, June, September and December of each year shall be payable on the third Business Day following such last day, commencing on the first such date to occur after the Fifth Amendment and Restatement Effective Date; provided that all such fees shall be payable on the date on which the Revolving Commitments terminate and any such fees accruing after the date on which the Revolving Commitments terminate shall be payable on demand. Any other fees payable to the Issuing Bank pursuant to this paragraph shall be payable within 10 days after demand. All

participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) The Parent Borrower agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Parent Borrower and the Administrative Agent.

(c) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent (or to the Issuing Bank, in the case of fees payable to it) for distribution, in the case of commitment fees and participation fees, to the Lenders. Fees paid shall not be refundable under any circumstances.

SECTION 2.16. Interest. The Loans comprising each ABR Borrowing (including each Swingline Loan) shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(a) The Loans comprising each Eurocurrency Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(b) Notwithstanding the foregoing, immediately upon the occurrence of an Event of Default under Article VII(a), (b), (h) or (i), and in all other cases at the option of the Required Lenders which may be exercised following the occurrence of any other Event of Default, the Loans (and, to the extent permitted by law, overdue interest, fees and other amounts) shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of principal of any Loan, 2% plus the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section and (ii) in the case of overdue interest, fees and other amounts, 2% plus the rate applicable to ABR Loans as provided in paragraph (a) of this Section.

(c) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and, in the case of Revolving Loans, upon termination of the Commitments; provided that (i) interest accrued pursuant to paragraph (c) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Revolving Loan prior to the end of the Revolving Commitment Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurocurrency Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(d) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate and interest computed with respect to Borrowings denominated in Sterling shall each be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted

LIBO Rate or LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.17. Alternate Rate of Interest. If prior to the commencement of any Interest Period for a Eurocurrency Borrowing:

(a) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate or the LIBO Rate, as applicable, for such Interest Period (including without limitation by means of an Interpolated Screen Rate); or

(b) the Administrative Agent is advised by the Majority Facility Lenders that the Adjusted LIBO Rate or the LIBO Rate, as applicable, for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Parent Borrower and the Lenders by telephone or telecopy as promptly as practicable thereafter and, until the Administrative Agent notifies the Parent Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Revolving Borrowing to, or continuation of any Revolving Borrowing as, a Eurocurrency Borrowing shall be ineffective and (ii) (A) if any Borrowing Request requests a Eurocurrency Borrowing denominated in dollars, such Borrowing shall be made as an ABR Borrowing and (B) no new Eurocurrency Borrowings denominated in euro, Sterling or Yen shall be permitted; provided that continuations of Eurocurrency Borrowings denominated in euro, Sterling or Yen shall be permitted using an Adjusted LIBO Rate or LIBO Rate, as applicable, reasonably determined by the Administrative Agent.

SECTION 2.18. Increased Costs. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate) or the Issuing Bank;

(ii) impose on any Lender or the Issuing Bank or the London interbank market any other condition affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein; or

(iii) subject any Lender or any Issuing Bank to any tax on its capital (or any similar tax) with respect to this Agreement, any Letter of Credit or any Loan made by it (except for Indemnified Taxes and Other Taxes covered by Section 2.20 and changes in the rate of tax on the overall net income or profits of such Lender or Issuing Bank);

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Loan (or of maintaining its obligation to make any Loan) or to increase the cost

to such Lender or the Issuing Bank of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender or the Issuing Bank hereunder (whether of principal, interest or otherwise), then the applicable Borrower will pay to such Lender or the Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or the Issuing Bank, as the case may be, for such additional costs incurred or reduction suffered. Nothing in this Section 2.18(a) shall override the provisions of Section 2.20.

(b) If any Lender or the Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or the Issuing Bank's capital or on the capital of such Lender's or the Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by the Issuing Bank, to a level below that which such Lender or the Issuing Bank or such Lender's or the Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the Issuing Bank's policies and the policies of such Lender's or the Issuing Bank's holding company with respect to capital or liquidity adequacy), then from time to time the applicable Borrower will pay to such Lender or the Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or the Issuing Bank or such Lender's or the Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender or the Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or the Issuing Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the Parent Borrower and shall be conclusive absent manifest error. The applicable Borrower shall pay such Lender or the Issuing Bank, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Failure or delay on the part of any Lender or the Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or the Issuing Bank's right to demand such compensation; provided that the Borrowers shall not be required to compensate a Lender or the Issuing Bank pursuant to this Section for any increased costs or reductions incurred more than 270 days prior to the date that such Lender or the Issuing Bank, as the case may be, notifies the Parent Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or the Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 270-day period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 2.19. Break Funding Payments. In the event of (a) the payment of any principal of any Eurocurrency Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurocurrency Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow any Eurocurrency Loan, continue as a Eurocurrency Loan or prepay any Eurocurrency Revolving Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such

notice may be revoked under Section 2.13(b) and is revoked in accordance therewith) or (d) the assignment of any Eurocurrency Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Parent Borrower pursuant to Section 2.22, then, in any such event, the applicable Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. Such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the Eurocurrency market. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Parent Borrower and shall be conclusive absent manifest error. The applicable Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

SECTION 2.20. Taxes. Any and all payments by any Loan Party on account of any Obligation shall be made free and clear of and without deduction for any Indemnified Taxes or Other Taxes; provided that if any Indemnified Taxes or Other Taxes are required to be deducted and withheld from any amounts payable to the Administrative Agent, a Lender or an Issuing Bank as determined in good faith by the applicable withholding agent, then (i) the sum payable by the applicable Loan Party 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, a Lender or Issuing Bank (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made and (ii) such amounts shall be paid to the relevant Governmental Authority in accordance with applicable law.

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

(b) Each Loan Party shall indemnify the Administrative Agent, each Lender and the Issuing Bank, within 30 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Administrative Agent, such Lender or the Issuing Bank, as the case may be, on or with respect to any payment by or on account of any Obligation (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 2.20) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; provided, however, that such Loan Party shall not be obligated to make payment to the Administrative Agent, any Lender or the Issuing Bank pursuant to this Section 2.20 in respect of penalties, interest or other liabilities attributable to any Indemnified Taxes or Other Taxes, if (i) written demand for such payment has not been made by the Administrative Agent, Lender or Issuing Bank within 90 days from the date on which such party knew of the imposition of Indemnified

Taxes or Other Taxes by the relevant Governmental Authority or (ii) such penalties, interest or other liabilities are attributable to the gross negligence or willful misconduct of the Administrative Agent, Lender or Issuing Bank, as the case may be. After the Administrative Agent, Lender or the Issuing Bank learns of the imposition of Indemnified Taxes or Other Taxes, such party will act in good faith to promptly notify the applicable Loan Party of its obligations hereunder. A certificate as to the amount of such payment or liability delivered to the applicable Loan Party by a Lender or the Issuing Bank, or by the Administrative Agent on its own behalf or on behalf of a Lender or the Issuing Bank, shall be conclusive absent manifest error.

(c) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by a Loan Party to a Governmental Authority, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(d) If the Administrative Agent, any Lender or the Issuing Bank shall become aware that it is entitled to receive a refund from a relevant Governmental Authority in respect of Indemnified Taxes or Other Taxes as to which it has been indemnified by a Loan Party pursuant to this Section 2.20, it shall promptly notify such Loan Party of the availability of such refund and shall, within 90 days after receipt of a request by such Loan Party (whether as a result of notification that it has made to such Loan Party or otherwise), make a claim to such Governmental Authority for such refund at such Loan Party's expense. If the Administrative Agent, any Lender or the Issuing Bank receives a refund in respect of any Indemnified Taxes or Other Taxes as to which it has been indemnified by a Loan Party pursuant to this Section 2.20, or with respect to which a Loan Party has paid additional amounts pursuant to this Section 2.20, it shall promptly notify such Loan Party of such refund and shall within 90 days from the date of receipt of such refund pay over the amount of such refund (including any interest paid or credited by the relevant Governmental Authority with respect to such refund) to such Loan Party (but only to the extent of indemnity payments made, or additional amounts paid, by such Loan Party under this Section 2.20 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent, Lender or the Issuing Bank; provided, however, that such Loan Party, upon the request of such party, agrees to repay the amount paid over to such Loan Party (plus penalties, interest or other charges due to the appropriate Governmental Authority in connection therewith) to such party in the event such party is required to repay such refund to such Governmental Authority. Nothing in this Section 2.20(e) shall require the Administrative Agent, any Lender or an Issuing Bank to make available its tax returns or any other information relating to its taxes that it deems to be confidential.

(e) If any Loan Party determines in good faith that a reasonable basis exists for contesting the imposition of Taxes with respect to a Lender, the Administrative Agent or the Issuing Bank, the relevant Lender, the Administrative Agent or the Issuing Bank, as the case may be, shall use reasonable efforts to cooperate with such Loan Party in challenging such Taxes at such Loan Party's expense if requested by such Loan Party.

(f) (i) The Administrative Agent, any Lender and the Issuing Bank shall use reasonable efforts to comply timely with any certification, identification, information, documentation or other reporting requirements if such compliance is required by law, regulation, administrative practice or an applicable treaty as a precondition to exemption from, or reduction in the rate of, deduction or withholding of any Indemnified Taxes or Other Taxes arising under non-U.S. tax law for which any Loan Party is required to pay any additional amounts payable to or for the account of the Administrative Agent, any Lender and the Issuing Bank pursuant to this Section 2.20; provided that complying with such requirements would not be materially more onerous (in form, in procedure or in the substance of information disclosed) to the Administrative Agent, any Lender and the Issuing Bank than complying with the comparable information or other reporting requirements imposed under U.S. tax law, regulations and administrative practice.

(ii) In addition, if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA including those contained in Section 1471(b) or 1472(b) of the Code, such Lender shall deliver to the Administrative Agent and the Loan Party such forms or other documents (including as prescribed in Section 1471(b)(3)(C)(i) of Code) as shall be prescribed by applicable law, if any, or as otherwise reasonably requested, (and at the time or times prescribed by applicable law or as reasonably requested) as may be necessary for the Administrative Agent or such Loan Party, as applicable, to comply with its obligations under FATCA, to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. For purposes of this paragraph, "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(g) Without limiting the generality of the foregoing, in the event that the Borrower is a U.S. Person, each Foreign Lender shall deliver to the Loan Party and the Administrative Agent (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased) two copies of either U.S. Internal Revenue Service ("IRS") Form W-8BEN, Form W-8ECI or Form W-8IMY (together with any applicable underlying IRS forms) or, in the case of a Foreign Lender claiming exemption from U.S. federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", a statement substantially in the form of Exhibit H and the applicable Form W-8, or any subsequent versions thereof or successors thereto, properly completed and duly executed by such Foreign Lender claiming complete exemption from, or a reduced rate of, U.S. federal withholding tax on payments under this Agreement and the other Loan Documents. Any Lender that is a U.S. Person shall deliver two copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax. Such forms shall be delivered by each applicable Lender on or before the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation). In addition, each Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Lender. Each Lender shall promptly notify the Loan Party at any time it determines that it is no longer in a position to provide any previously

delivered certificate to the Loan Party (or any other form of certification adopted by the U.S. taxing authorities for such purpose). Notwithstanding any other provision of this paragraph, a Lender shall not be required to deliver any form pursuant to this paragraph that such Lender is not legally able to deliver.

(h) For any period with respect to which a Foreign Lender has failed to provide the relevant Loan Party or the Administrative Agent with the appropriate form as required by Section 2.20(g) or (h) (whether or not such Lender is lawfully able to do so, unless such failure is due to a change in treaty, law or regulation occurring subsequent to the date on which such form originally was required to be delivered), such Lender shall not be entitled to indemnification under Section 2.20(a) or (b) with respect to Indemnified Taxes; provided that if a Foreign Lender, otherwise exempt from or subject to a reduced rate of withholding tax, becomes subject to U.S. withholding taxes because of its failure to deliver a form required hereunder, the applicable Loan Party shall take such steps as such Lender shall reasonably request to assist such Lender to recover such taxes at the Lender's expense.

(i) Each Lender or Issuing Bank shall indemnify the Administrative Agent for the full amount of any taxes, levies, imposts, duties, charges, fees, deductions, withholdings or similar charges imposed by any Governmental Authority that are attributable to such Lender or Issuing Bank, as applicable, and that are payable or paid by the Administrative Agent (other than such amounts which are paid or indemnified by Section 2.20(a) or Section 2.20(c)), together with all interest, penalties, reasonable costs and expenses arising therefrom or with respect thereto payable or paid by the Administrative Agent, as determined by the Administrative Agent in good faith. A certificate as to the amount of such payment or liability delivered to any Lender or Issuing Bank by the Administrative Agent shall be conclusive absent manifest error.

SECTION 2.21. Payments Generally; Pro Rata Treatment; Sharing of Set-offs. Each Loan Party shall make each payment required to be made by it hereunder or under any other Loan Document (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.18, 2.19 or 2.20, or otherwise) prior to 12:00 noon, Local Time, on the date when due, in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its office specified in Section 10.01, except payments to be made directly to the Issuing Bank or Swingline Lender as expressly provided herein and except that payments pursuant to Sections 2.18, 2.19, 2.20 and 10.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All principal and interest payments in respect of any Loan shall be made in the currency in which such Loan was made and all other payments hereunder shall be made in dollars.

(a) Each payment (including each prepayment) by the Borrowers on account of principal of and interest on the Loans under any Facility shall be made pro rata according to the respective outstanding principal amounts of the Loans then held by the Lenders under such Facility. The amount of each principal prepayment of the Term Loans shall be applied to reduce the then remaining installments of the Term Loans under the Term Facility, at the option of the Borrower, either (i) pro rata based upon the respective then remaining principal amounts thereof or (ii) in reverse order starting with the payment due on the Maturity Date. Amounts prepaid on account of Term Loans may not be reborrowed.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(c) If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Revolving Loans or participations in LC Disbursements or Swingline Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Revolving Loans and participations in LC Disbursements and Swingline Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Revolving Loans and participations in LC Disbursements and Swingline Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Revolving Loans and participations in LC Disbursements and Swingline Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements to any assignee or participant, other than to the applicable Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the applicable Borrower prior to the date on which any payment is due to the Administrative Agent

for the account of the Lenders or the Issuing Bank hereunder that such Borrower will not make such payment, the Administrative Agent may assume that such Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the Issuing Bank, as the case may be, the amount due. In such event, if such Borrower has not in fact made such payment, then each of the Lenders or the Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the lesser of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. If any such amount required to be paid by any Lender or the Issuing Bank is not in fact made available to the Administrative Agent within three Business Days following the date upon which such Lender or Issuing Bank receives notice from the Administrative Agent, the Administrative Agent shall be entitled to recover from such Lender or Issuing Bank, on demand, such amount with interest thereon calculated from such due date at the rate set forth in the preceding sentence plus 3%.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.03, 2.07(c), 2.08(d) or (e), 2.09(b) or 2.21(d), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid. Any amounts so applied shall nevertheless discharge the obligations of the applicable Borrower to such Lender to the extent of such application.

SECTION 2.22. Mitigation Obligations; Replacement of Lenders. If any Lender requests compensation under Section 2.18, or if any Loan Party is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.20, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.18 or 2.20, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. Each Loan Party hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment; the mere existence of such costs and expenses shall not be deemed to be disadvantageous to such Lender.

(a) If any Lender requests compensation under Section 2.18, or if any Loan Party is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.20, or if any Lender becomes a Defaulting Lender, or if any Lender has failed to consent to a proposed amendment, waiver, discharge or termination which pursuant to the terms of Section 10.02 requires the consent of all of the Lenders or all of the affected Lenders and with respect to which the Required Lenders shall have granted their consent, then the applicable Loan Party may, at its sole expense and effort, upon notice to such Lender and

the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 10.04), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee shall be identified to such Lender by the applicable Loan Party and may be another Lender, if a Lender accepts such assignment); provided that (i) such Loan Party shall have received the prior written consent of the Administrative Agent (and, if a Revolving Commitment is being assigned, the Issuing Bank and the Swingline Lender), (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements and Swingline Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or such Loan Party (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.18 or payments required to be made pursuant to Section 2.20, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver or consent by such Lender or otherwise, the circumstances entitling such Loan Party to require such assignment and delegation cease to apply.

SECTION 2.23. Prepayments Required Due to Currency Fluctuation. (a) Not later than 1:00 p.m., New York City time, on the last Business Day of each fiscal quarter of the Consolidated Entities or at such other time as is reasonably determined by the Administrative Agent (the "Calculation Time"), the Administrative Agent shall determine the Dollar Equivalent of the total Revolving Credit Exposures outstanding as of such date.

(b) If at the Calculation Time, the Dollar Equivalent of (i) the total outstanding Revolving Credit Exposures exceed the total USD Revolving Commitments then in effect, (ii) the total Multicurrency Revolving Loans outstanding exceeds the total Multicurrency Revolving Commitments then in effect or (iii) total Yen Revolving Loans outstanding exceeds the total Yen Revolving Commitments then in effect, in each case, by 5% or more, then within five Business Days of notice to the applicable Borrower thereof, such Borrower shall prepay Revolving Loans or Swingline Loans or cash collateralize the outstanding Letters of Credit in an aggregate principal amount at least equal to such excess. Nothing set forth in this Section 2.23(b) shall be construed to require the Administrative Agent to calculate compliance under this Section 2.23(b) other than at the times set forth in Section 2.23(a).

SECTION 2.24. Incremental Facilities.The Parent Borrower may, by written notice to the Administrative Agent at any time prior to the Maturity Date, request Incremental Term Loans and/or Incremental Revolving Commitments in an aggregate amount not to exceed the Incremental Amount from one or more Incremental Term Lenders and/or Incremental Revolving Lenders (which may include any existing Lender, it being understood each existing Lender shall have no obligation to participate in any Incremental Facility) willing to provide such Incremental Term Loans and/or Incremental Revolving Loans, as the case may be; provided, that each Incremental Term Lender and/or Incremental Revolving Lender, if not already a Lender hereunder, shall be subject to the approval of the Administrative Agent and, in the case of Incremental Revolving Lenders only, the Issuing Bank and the Swingline Lender (which approval shall, in either case, not be unreasonably withheld). Such notice shall set forth (i) the amount of the Incremental Term Loans and/or

Incremental Revolving Commitments being requested (which shall be (x) with respect to Incremental Term Loans, in minimum increments of $50,000,000, (y) with respect to Incremental Revolving Commitments, in minimum increments of $10,000,000 or (z) equal to the remaining Incremental Amount), (ii) the date, which shall be a Business Day, on which such Incremental Term Loans are requested to be made and/or Incremental Revolving Commitments are requested to become effective (the "Increased Amount Date") pursuant to an Incremental Facility Activation Notice, (iii) whether such Incremental Term Loans and/or Incremental Revolving Commitments are to be loans on the same terms as the outstanding Term Loans and/or Revolving Commitments or loans with terms different from the outstanding Term Loans and/or Revolving Commitments, (iv) the use of proceeds for such Incremental Term Loan and/or Incremental Revolving Commitment and (v) pro forma financial statements demonstrating compliance on a pro forma basis with the financial covenants set forth in Sections 6.10 and 6.11 after giving effect to such Incremental Term Loan and/or Incremental Revolving Commitments and the Loans to be made thereunder and the application of the proceeds therefrom (including by giving pro forma effect to any Permitted Acquisition including aggregate consideration in excess of $20,000,000 financed thereby) as if made and applied on the date of the most-recent financial statements of the Parent Borrower delivered pursuant to Section 5.01.

(a) The Borrowers and each Incremental Term Lender and/or Incremental Revolving Lender shall execute and deliver to the Administrative Agent an Incremental Assumption Agreement and such other documentation as the Administrative Agent shall reasonably specify to evidence the Incremental Term Loans of such Incremental Term Lender and/or Incremental Revolving Commitment of such Incremental Revolving Lender. Each Incremental Assumption Agreement shall specify the terms of the Incremental Term Loans to be made thereunder; provided that (i) the proceeds of any Incremental Facilities shall be used for general corporate purposes of the Parent Borrower and its Subsidiaries (including acquisitions and investments permitted under Section 6.04), (ii) the maturity date of any Incremental Term Loan shall be no earlier than the Maturity Date, (iii) the weighted average life to maturity of any Incremental Term Loan shall be no shorter than the weighted average life to maturity of the existing Term Facility, (iv) the maturity date or commitment reduction date of any Incremental Revolving Loan shall be no earlier than the Maturity Date and such Incremental Revolving Facility shall not require any scheduled commitment reductions prior to the Maturity Date, (v) the Incremental Revolving Facilities shall share ratably in any mandatory prepayments of the existing Revolving Loans, (vi) if the initial yield over the applicable base rate (such calculation for both the Incremental Facility and the applicable Facility, to include the upfront fees, any interest rate floors and any OID (as defined below) but excluding any arrangement, underwriting or similar fee paid to the Administrative Agent or the Commitment Parties) in respect of any Incremental Term Loans and/or Incremental Revolving Commitments exceeds the initial yield for the existing applicable Facility by more than ¼ of 1% (it being understood that any such increase may take the form of original issue discount ("OID"), with OID being equated to the interest rates in a manner determined by the Administrative Agent based on an assumed four-year life to maturity), the Applicable Margin for the existing applicable Facility shall be increased so that the initial yield in respect of such Incremental Term Loans and/or Incremental Revolving Commitments is no more than ¼ of 1% higher than the initial yield for the existing applicable Facility. All terms and documentation with respect to any Incremental Facility which differ from

those with respect to the Loans under the existing applicable Facility shall be reasonably satisfactory to the Administrative Agent (except to the extent permitted by clauses (ii), (iii), (iv) and (vi) above). The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Incremental Assumption Agreement. Each of the parties hereto hereby agrees that, upon the effectiveness of any Incremental Assumption Agreement, this Agreement shall be amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Incremental Term Loans and/or Incremental Revolving Commitments evidenced thereby. Any such deemed amendment may be memorialized in writing by the Administrative Agent with the Borrowers' consent (not to be unreasonably withheld) and furnished to the other parties hereto.

(b) Notwithstanding the foregoing, no Incremental Term Loan may be made and no Incremental Revolving Commitment shall become effective under this Section 2.24 unless (i) on the date on which such Loan is made or of such effectiveness, the conditions set forth in Section 4.02 shall be satisfied by the Incremental Term Lender and /or Incremental Revolving Lender, as applicable, and the Administrative Agent shall have received a certificate to that effect dated such date and executed by the President or the Chief Financial Officer or Treasurer of each Borrower, (ii) the Administrative Agent shall have received legal opinions, board resolutions and other closing certificates and documentation as required by the relevant Incremental Assumption Agreement and consistent with those delivered on the Fifth Amendment and Restatement Effective Date under Section 4.01 and such additional documents and filings (including amendments to the Mortgages and other Security Documents and title endorsement bring downs) as the Administrative Agent may reasonably require to assure that the Incremental Term Loans and/or Incremental Revolving Loans are secured by the Collateral and guaranteed by the Loan Parties ratably with the existing Loans, (iii) the Parent Borrower and its Subsidiaries would be in compliance with the financial covenants set forth in Sections 6.10 and 6.11 on a pro forma basis after giving effect to such Incremental Term Loans and/or Incremental Revolving Commitments and the Loans to be made thereunder and the application of the proceeds therefrom as if made and applied on such date, and (iv) no Default or Event of Default shall have occurred and be continuing on the date on which such Loan is made or is effective or after giving effect to the Incremental Term Loans and/or Incremental Revolving Loans requested to be made on such date.

(c) Each of the parties hereto hereby agrees that the Administrative Agent may take any and all action as may be reasonably necessary to ensure that all Incremental Term Loans and/or Incremental Revolving Loans, when originally made, are included in each borrowing of outstanding Term Loans or Revolving Loans on a pro rata basis, and the Borrower agrees that Section 2.19 shall apply to any conversion of Eurocurrency Loans to ABR Loans reasonably required by the Administrative Agent to effect the foregoing. For the avoidance of doubt, it is understood that the Revolving Facility shall be increased in an amount equal to the aggregate Incremental Revolving Commitments.

SECTION 2.25. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) fees shall cease to accrue on the Revolving Commitment of such Defaulting Lender pursuant to Section 2.15;

(b) the Commitment and Revolving Credit Exposure of such Defaulting Lender shall not be included in determining whether all Lenders, the Majority Facility Lenders, the Super-Majority Facility Lenders or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 10.02), provided that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender which affects such Defaulting Lender disproportionately when compared to the other affected Lenders, or increases or extends the Commitment of any such Defaulting Lender, shall require the consent of such Defaulting Lender;

(c) if any Swingline Exposure exists or LC Exposure is outstanding at the time a Lender becomes a Defaulting Lender then:

(i) all or any part of such Swingline Exposure and LC Exposure shall be reallocated pro-rata among the non-Defaulting Lenders in accordance with their relative USD Revolving Commitment Percentage but only to the extent (x) the sum of all non-Defaulting Lenders' USD Revolving Credit Exposure does not exceed the total of all non-Defaulting Lenders' USD Revolving Commitments and (y) the conditions set forth in Section 4.02 are satisfied at such time,

(ii) to the extent the reallocation described in the preceding clause (i) cannot be effected, the Borrowers shall within one Business Day following notice by the Administrative Agent (x) first, prepay such Swingline Exposure and (y) second, cash collateralize such Defaulting Lender's LC Exposure in accordance with the procedures set forth in this Agreement for so long as such LC Exposure is outstanding;

(d) (i) if the Borrowers cash collateralize any portion of such Defaulting Lender's LC Exposure pursuant to Section 2.25(c), the Borrowers shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.15 with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is cash collateralized;

(ii) if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to Section 2.25(c), then the fees payable to the Lenders pursuant to Section 2.15 shall be adjusted proportionately to reflect such reallocation; or

(iii) if any Defaulting Lender's LC Exposure is neither cash collateralized nor reallocated pursuant to Section 4.16(c), then, without prejudice to any rights or remedies of the Issuing Bank or any Lender hereunder, all fees that otherwise would have been payable to such Defaulting Lender pursuant to Section 2.15 with respect to such Defaulting Lender's LC Exposure shall be payable to the Issuing Bank until such LC Exposure is cash collateralized and/or reallocated;

(e) so long as any Lender is a Defaulting Lender, the Swingline Lender shall not be required to fund any Swingline Loan and the Issuing Bank shall not be required to issue, amend or increase any Letter of Credit unless it has received assurances satisfactory to it that non-Defaulting Lenders will cover the related exposure and/or the Borrowers have provided cash collateral in respect of the exposure of such Defaulting Lender satisfactory to it, and participating interests in any such newly issued or increased Letter of Credit or newly made Swingline Loan shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.21(c)(i) (and Defaulting Lenders shall not participate therein); and

(f) any amount payable to such Defaulting Lender hereunder (whether on account of principal, interest, fees or otherwise and including any amount that would otherwise be payable to such Defaulting Lender pursuant to Section 10.08 but excluding Section 2.22) shall, in lieu of being distributed to such Defaulting Lender, be retained by the Administrative Agent in a segregated account and, subject to any applicable requirements of law, be applied at such time or times as may be determined by the Administrative Agent (i) first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder, (ii) second, pro rata, to the payment of any amounts owing by such Defaulting Lender to the Swingline Lender or Issuing Bank hereunder, (iii) third, if so determined by the Administrative Agent or requested by the Swingline Lender or Issuing Bank, held in such account as cash collateral for future funding obligations of the Defaulting Lender in respect of any existing participating interest in any Swingline Loan or Letter of Credit then outstanding, (iv) fourth, to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent, (v) fifth, if so determined by the Administrative Agent and the Borrower, held in such account as cash collateral for future funding obligations of the Defaulting Lender in respect of any Loans or Letters of Credit made or issued thereafter under this Agreement, (vi) sixth, to the payment of any amounts owing to the Lenders or any Swingline Lenders or the Issuing Bank as a result of any judgment of a court of competent jurisdiction obtained by any Lender or Swingline Lender or the Issuing Bank against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement, (vii) seventh, to the payment of any amounts owing to any Borrower as a result of any judgment of a court of competent jurisdiction obtained by such Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement, and (viii) eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if such payment is (x) a prepayment of the principal amount of any Loans or reimbursement obligations in respect of Letter of Credit disbursements which a Defaulting Lender has funded its participation obligations and (y) made at a time when the conditions set forth in Section 4.02 are satisfied, such payment shall be applied solely to prepay the Loans of, and reimbursement obligations owed to, all non-Defaulting Lenders pro rata prior to being applied to the prepayment of any Loans, or reimbursement obligations owed to, any Defaulting Lender.

(g) In the event that the Administrative Agent, each Borrower, the Swingline Lender and the Issuing Bank each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swingline Exposure and LC Exposure of the Lenders shall be readjusted to reflect the inclusion of such Lender's USD

Revolving Commitment and on such date such Lender shall purchase at par such of the Revolving Loans of the other Lenders (other than Swingline Loans) as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Revolving Loans in accordance with its USD Revolving Commitment Percentage or Euro Revolving Commitment Percentage, as applicable.

SECTION 2.26. Existing Loans and Commitments. Notwithstanding anything to the contrary herein (including Section 4.01(m)), all loans and commitments of each lender under the Existing Credit Agreement that (a) is not a Lender upon the effectiveness of this Fifth Amended and Restated Credit Agreement (an "Exiting Lender") or (b) is such a Lender but whose applicable commitments under the Existing Credit Agreement are greater than such Lender's applicable Commitments under this Fifth Amended and Restated Credit Agreement, shall be reallocated (in the case of clause (b) to the extent of the applicable reduction) among the Lenders on the Fifth Amendment and Restatement Effective Date in accordance with Schedules 2.01 and 2.04, respectively and shall be deemed to have remained outstanding at all times. For the avoidance of doubt, upon the effectiveness of this Fifth Amended and Restated Credit Agreement, any Lender on the Fifth Amendment and Restatement Effective Date with (w) an Effective Date Term Commitment in excess of the aggregate principal amount of its outstanding Term Loans immediately prior to the effectiveness of this Fifth Amended and Restated Credit Agreement and/or (x) a Multicurrency Revolving Commitment and/or USD Revolving Commitment in excess of its Multicurrency Revolving Commitment and/or USD Revolving Commitment, respectively, immediately prior to the effectiveness of this Fifth Amended and Restated Credit Agreement, in each case, shall fund to the Administrative Agent for the account of each lender under the Existing Credit Agreement that (y) is an Exiting Lender or (z) is a Lender hereunder but whose applicable commitments under the Existing Credit Agreement are less than such Lender's applicable Commitments under the Fifth Amended and Restated Credit Agreement, in each case, the amounts necessary to effect the reallocation contemplated by the previous sentence. Any modifications to this Agreement requiring the consent of all Lenders or all affected Lenders (but, for the avoidance of doubt, not Required Lenders) shall be deemed to have been provided by the Lenders hereto on the Fifth Amendment and Restatement Effective Date and for purposes of such voting all Exiting Lenders shall have been deemed to have assigned their Loans and Commitments under the Existing Credit Agreement immediately prior to such amendment as set forth above and in compliance with Section 2.22 (for the avoidance of doubt, such Section 2.22 being deemed amended as set forth herein by the Required Lenders immediately prior to such other amendments and, solely for the purposes of this Section 2.26, waiving any applicable requirements of Section 10.04).

ARTICLE III

Representations and Warranties

The Parent Borrower represents and warrants to the Lenders (as to itself and its subsidiaries) that:

SECTION 3.01. Organization; Powers. Except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, each of the Consolidated Entities is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to own or lease its property and to carry on its business as now conducted and is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required. Schedule 3.01 sets forth the correct and complete list of each Subsidiary, as of the Fifth Amendment and Restatement Effective Date , indicating (a) its jurisdiction of organization, (b) its ownership (by holder and percentage interest), (c) its business and primary geographic scope of operation and (d) whether such Subsidiary is a Material Subsidiary.

SECTION 3.02. Authorization; Enforceability. The Transactions to be entered into by each Loan Party are within such Loan Party's corporate, partnership, limited liability company or trust powers and have been duly authorized by all necessary corporate and, if required, stockholder, partner, member or beneficiary action. Each Loan Document to which any Loan Party is a party has been duly executed and delivered by such Loan Party and constitutes a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting creditors' rights generally, general principles of equity, regardless of whether considered in a proceeding in equity or at law and an implied covenant of good faith and fair dealing.

SECTION 3.03. Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect or those which the failure to obtain or make could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (b) will not violate any applicable law or regulation or the charter, by-laws or other organizational documents of any Consolidated Entity or any order or decree of any Governmental Authority binding on or affecting any Consolidated Entity where such violation of such order or decree, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, (c) will not violate or result in a default under any indenture, agreement or other instrument binding upon any Consolidated Entity or any of its assets, or give rise to a right thereunder to require any payment to be made by any Consolidated Entity, where such violation or result, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, and (d) will not result in the creation or imposition of any Lien on any asset of any Consolidated Entity, except pursuant to the terms of any Loan Document.

SECTION 3.04. Financial Condition; No Material Adverse Change. The Parent Borrower has heretofore furnished to the Lenders (i) the audited consolidated balance sheets of the Consolidated Entities and the related statements of income, stockholders equity and cash flows as of and for the fiscal years ended December 25, 2010, December 31, 2011 and December 29, 2012 reported on by PriceWaterhouseCoopers LLP, independent public accountants, and (ii) the unaudited consolidated and consolidating balance sheets of the Consolidated Entities and the related statements of income, stockholders equity and cash flows as of and for each fiscal quarter

since December 29, 2012 as to which such financial statements are available. Such financial statements in clauses (i) and (ii) above present fairly, in all material respects, the financial condition and results of operations and cash flows of the Consolidated Entities as of such dates and for such periods in accordance with GAAP.

(d) Except for Disclosed Matters, since December 29, 2012, there has been no change that could reasonably be expected to have a Material Adverse Effect.

SECTION 3.05. Properties. Each of the Consolidated Entities has good title to, or valid leasehold interests in, all its real and personal property material to its business reflected in the financial statements described in Section 3.04, except for Permitted Encumbrances and other defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes or to the extent that the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(b) Each of the Consolidated Entities owns, or is licensed to use, all trademarks, tradenames, service marks, service names, copyrights, patents, domain names and other intellectual property material to its business to the extent that the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, and, to the knowledge of the Consolidated Entities, the use thereof by the Consolidated Entities does not infringe upon the rights of any other Person, and, to the knowledge of Consolidated Entities, no Person has infringed upon the rights of the Consolidated Entities thereto where such infringement, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

SECTION 3.06. Litigation and Environmental Matters. There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of any Consolidated Entities, threatened against or affecting any Consolidated Entities (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect (other than the Disclosed Matters) or (ii) that involve this Agreement, any other Loan Document or the Transactions.

(c) Except for the Disclosed Matters and except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, no Consolidated Entity (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

(d) Since the date of this Agreement, there has been no change in the status of the Disclosed Matters that, individually or in the aggregate, has resulted in, or materially increased the likelihood of, a Material Adverse Effect.

SECTION 3.07. Compliance with Laws and Agreements. (a) Each of the Consolidated Entities is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. No Default has occurred and is continuing.

(b) No Loan Party or any Subsidiary (i) engages in any dealings or transactions prohibited by Section 2 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), or (ii) is a person on the list of Specially Designated Nationals and Blocked Persons or is otherwise the subject of any other U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") regulation or executive order imposing OFAC-administered sanctions.

(c) Each Loan Party and its Subsidiaries is in compliance, in all material respects, with (i) Section 5(b) the Trading with the Enemy Act, as amended, OFAC regulations (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

SECTION 3.08. Investment Company Status. No Consolidated Entity is required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

SECTION 3.09. Taxes. Each of the Consolidated Entities has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the applicable Consolidated Entity has set aside on its books adequate reserves in conformity with GAAP or (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.10. ERISA. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect. Except as disclosed on Schedule 3.10, as of the date of the most recent actuarial report for each Domestic Plan (i) the present value of the accumulated benefit obligation under each Domestic Plan did not exceed by more than $60,000,000 the fair market value of the assets of such Domestic Plan (determined in both cases using the applicable assumptions under FASB ASC Topic 715-30) and (ii) the present value of all accumulated benefit obligations of all underfunded Domestic Plans did not exceed by more than $85,000,000 the fair market value of the assets of all such underfunded Domestic Plans (determined in both cases using the applicable assumptions under FASB ASC Topic 715-30). The present value of the projected benefit obligation under each Foreign Plan did not, as of the close of its most recent plan year, exceed the fair market value of

the assets of such Foreign Plan allocable to such benefit obligation (determined in both cases using the applicable assumptions under FASB ASC Topic 715-30), and the present value of all projected benefit obligations of all underfunded Foreign Plans did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of all such underfunded Foreign Plans (determined in both cases using the applicable assumptions under FASB ASC Topic 715-30) except to the extent that any such excess of the present value of the projected benefit obligations over the fair market value of the applicable assets could reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

SECTION 3.11. Disclosure. The Parent Borrower has disclosed to the Lenders all agreements, instruments and corporate or other restrictions to which any Consolidated Entity is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. Neither the Information Memorandum nor any of the other reports, financial statements, certificates or other information furnished by or on behalf of any Consolidated Entity to the Administrative Agent or any Lender in connection with the negotiation of this Agreement and the other Loan Documents or delivered hereunder or thereunder (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 Parent Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

SECTION 3.12. Security Documents. The Security Documents are effective to create in favor of the Administrative Agent for its benefit and the ratable benefit of the Lenders a legal, valid and enforceable perfected first-priority Lien on the Collateral as security for the Obligations.

SECTION 3.13. Federal Reserve Regulations. No Consolidated Entity is engaged principally, or as one of its important activities, in the business of extending credit for the purposes of buying or carrying Margin Stock (as defined under Regulation U). (ii) No part of the proceeds of any Loan, and no Letter of Credit, will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that entails a violation of, or that is inconsistent with, the provisions of the Regulations of the Board, including Regulation U or X.

SECTION 3.14. Solvency. Immediately after the consummation of the Transactions (a) the fair value of the assets of each Loan Party at a fair valuation will exceed its debts and liabilities, subordinated, contingent or otherwise; (b) the present fair saleable value of the property of each Loan Party will be greater than the amount that will be required to pay the probable liability of its debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured, considering all financing alternatives and potential asset sales reasonably available to such Loan Party; (c) each Loan Party will be able to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured, considering all financing alternatives and potential asset sales reasonably available to such Loan Party; and (d) each Loan Party will not have unreasonably small capital

with which to conduct the business in which it is engaged as such business is now conducted and is proposed to be conducted following the Fifth Amendment and Restatement Effective Date .

ARTICLE IV

Conditions

SECTION 4.01. Fifth Amendment and Restatement Effective Date . The obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 10.02):

(a) The Administrative Agent (or its counsel) shall have received from each party hereto either (i) a counterpart of this Agreement signed on behalf of such party or (ii) written evidence satisfactory to the Administrative Agent (which may include telecopy or email transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement.

(b) The Administrative Agent (or its counsel) shall have received from the parties to any (i) Guarantee Agreement, (ii) Pledge Agreement and (iii) Security Agreement either (x) a counterpart of each such agreement and the Fifth Amendment and Restatement Acknowledgement and Confirmation Agreement signed on behalf of such party or (y) written evidence satisfactory to the Administrative Agent (which may include telecopy or email transmission of a signed signature page of each such agreement) that such party has signed a counterpart of each such agreement and the Fifth Amendment and Restatement Acknowledgement and Confirmation Agreement, in each case, substantially in the form of Exhibits C, D, E and I.

(c) [Reserved]

(d) The Administrative Agent shall have received a favorable written opinion (addressed to the Administrative Agent and the Lenders and dated the Fifth Amendment and Restatement Effective Date) from counsel to the Parent Borrower and its Subsidiaries as follows:

(vii) Davis Polk & Wardwell, special New York counsel, substantially in the form of Exhibit B-1;

(viii) David Johst, General Counsel for the Consolidated Entities, substantially in the form of Exhibit B-2;

(ix) NautaDutilh N.V., special Dutch counsel, substantially in the form of Exhibit B-3;

(x) Arendt &Medernach, special Luxembourg counsel, substantially in the form of Exhibit B-4;

(xi) Morrison & Foerster, special Japanese counsel, substantially in the form of Exhibit B-5; and

(xii) Davis Polk & Wardwell, special UK counsel, substantially in the form of Exhibit B-6.

The Parent Borrower hereby requests such counsel to deliver such opinion.

(e) The Administrative Agent shall have received the financial statements referred to in Section 3.04(a).

(f) The Administrative Agent (or its counsel) shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of each Loan Party, the authorization of the Transactions and any other legal matters relating to each Loan Party, this Agreement or the Transactions, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

(g) The Administrative Agent shall have received a certificate, dated as of the Fifth Amendment and Restatement Effective Date and signed by the President, a Vice President or the Financial Officer of the Parent Borrower, confirming compliance with the conditions set forth in paragraphs (a) and (b) of Section 4.02.

(h) All consents and approvals necessary to be obtained from any Governmental Authority or other Person in connection with the financing contemplated hereby and the continuing operation of the Consolidated Entities shall have been obtained and be in full force and effect.

(i) The Administrative Agent shall have received all fees and other amounts due and payable on or prior to the Fifth Amendment and Restatement Effective Date , including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrowers hereunder.

(j) Each Lender shall have received, at least five Business Days prior to the Fifth Amendment and Restatement Effective Date , all applicable documentation and other information required by bank regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including without limitation the United States PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) which is requested by such Lender at least ten Business Days prior to the Fifth Amendment and Restatement Effective Date .

(k) The Parent Borrower and its Subsidiaries shall be solvent on a consolidated basis after giving effect to the Transactions and the Commitment Parties (or their counsel) shall have received a certificate from the chief financial officer of the Parent Borrower, in form and substance reasonably satisfactory to the Administrative Agent certifying to the effect thereof.

(l) All actions necessary to establish that the Administrative Agent will continue to have a perfected first priority security interest in the Collateral (subject to Liens permitted by Section 6.02) shall have been taken, and the Administrative Agent (or its counsel) shall have received a perfection certificate dated the Fifth Amendment and Restatement Effective Date in form and substance satisfactory to the Administrative Agent in respect of the Loan Parties and the Collateral.

(m) The Administrative Agent shall have received evidence satisfactory to it that, substantially simultaneously with the funding of any Loans on the Fifth Amendment and Restatement Effective Date, the applicable Borrower or Borrowers shall have paid to the Administrative Agent, for the account of the lenders or agents entitled to such amounts, all accrued interest, fees and other amounts owing under the Existing Credit Agreement. The parties hereto that are Existing Lenders hereby waive any provision under the Existing Credit Agreement requiring advance written notice in order to repay any "Loans" or terminate any "Commitments" under and as defined in the Existing Credit Agreement.

SECTION 4.02. Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing (including on the Fifth Amendment and Restatement Effective Date and the Delayed Draw Borrowing Date), and of the Issuing Bank to issue, amend, renew or extend any Letter of Credit, is subject to the satisfaction of the following conditions:

(c) The representations and warranties set forth in this Agreement and the other Loan Documents shall be true and correct in all material respects (if not qualified as to materiality or Material Adverse Effect) or in any respect (if so qualified) on and as of the date of such Borrowing or the date of issuance, amendment, renewal or extension of such Letter of Credit, as applicable.

(d) At the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Default shall have occurred and be continuing and there shall be no laws, rules, regulations or orders that would cause the making or maintaining of such Loan or such Letter of Credit to be unlawful or otherwise unenforceable.

Each Borrowing and each issuance, amendment, renewal or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the applicable Borrower on the date thereof as to the matters specified in paragraphs (a) and (b) of this Section.

ARTICLE V

Affirmative Covenants

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full and all Letters of Credit shall have expired or terminated (or cash collateralized to the satisfaction of the Administrative Agent) and all LC Disbursements shall have been reimbursed, the Parent Borrower (as to itself and its subsidiaries) covenants and agrees with the Lenders that:

SECTION 5.01. Financial Statements and Other Information. The Parent Borrower will furnish to the Administrative Agent and each Lender:

(e) as soon as available, but in any event within the period within which the Parent Borrower is required to deliver its annual report on Form 10-K under the Exchange Act and the regulations promulgated by the SEC thereunder for of each fiscal year of the Consolidated Entities, its audited consolidated and unaudited consolidating balance sheets of the Consolidated Entities and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures as of the end of and for the previous fiscal year, all such consolidated financial statements being reported on by PriceWaterhouseCoopers LLP or other independent public accountants of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Consolidated Entities on a consolidated basis in accordance with GAAP consistently applied and certified by its Financial Officer as presenting fairly in all material respects the financial condition and results of operations of the Consolidated Entities in accordance with GAAP consistently applied;

(f) as soon as available, but in any event within the period within which the Parent Borrower is required to deliver its quarterly report on Form 10-Q under the Exchange Act and the regulations promulgated by the SEC thereunder for each of the first three fiscal quarters of the Consolidated Entities, its consolidated and consolidating balance sheets of the Consolidated Entities and related statements of operations, stockholders' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding date or period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by its Financial Officer as presenting fairly in all material respects the financial condition and results of operations of the Consolidated Entities in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(g) prior to the consummation of a Permitted Acquisition (or, if the aggregate consideration paid for such Permitted Acquisition is less than $40,000,000, within 30 days thereafter), the audited or, if the audited is unavailable, the unaudited balance sheets of the acquired Person (or part thereof) as of the most recently ended calendar quarter and related statements of income and cash flows for the most recently ended four calendar quarters and, if available, for the calendar months ended in the calendar quarter during which such Permitted Acquisition occurs;

(h) concurrently with any delivery of financial statements under clause (a) or (b) above, a certificate of its Financial Officer (i) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations demonstrating compliance with Sections 6.10 and 6.11 and (iii) stating whether any change in GAAP or in the application thereof has occurred since the date of the audited financial statements for the 2012

fiscal year referred to in Section 3.04(b) and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate;

(i) concurrently with any delivery of financial statements under clause (a) above, a certificate of the accounting firm that reported on such financial statements stating whether they obtained knowledge during the course of their examination of such financial statements of any Default (which certificate may be limited to the extent required by accounting rules or guidelines);

(j) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements, registration statements and other materials filed by any Consolidated Entity with the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all of the functions of said Commission, or with any national securities exchange, or distributed by any Consolidated Entity to its shareholders generally, as the case may be; and

(k) promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of any Consolidated Entity (including without limitation any information required under the United States PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), or compliance with the terms of this Agreement, as the Administrative Agent or any Lender may reasonably request.

The information required to be delivered by paragraphs (a), (b) and (f) of this Section 5.01 shall be deemed to have been delivered on the date on which the Parent Borrower posts such information on its website on the Internet at www.criver.com or when such information is posted on the SEC's website on the Internet at www.sec.gov; provided that the Parent Borrower shall give notice of any such posting to the Administrative Agent (who shall then give notice of any such posting to the Lenders); provided further, that the Parent Borrower shall deliver paper copies of any such information to the Administrative Agent if the Administrative Agent or any Lender requests the Parent Borrower to deliver such paper copies until written notice to cease delivering such paper copies is given by the Administrative Agent.

SECTION 5.02. Notices of Material Events. The Parent Borrower will furnish to the Administrative Agent and each Lender prompt written notice of the following:

(e) the occurrence of any Default;

(f) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting any Consolidated Entity or any Affiliate thereof that, if adversely determined, could reasonably be expected to result in a Material Adverse Effect;

(g) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to result in liability of the Consolidated Entities that could reasonably be expected to result in a Material Adverse Effect; and

(h) any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a statement of its Financial Officer or other executive officer of the Parent Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03. Existence; Conduct of Business. Each Consolidated Entity will do or cause to be done all things necessary to preserve, renew and keep in full force and effect (i) its legal existence and (ii) the rights, licenses, permits, privileges and franchises material to the conduct of its business (except, in the case of this clause (ii), where failure to do so could not reasonably be expected to result in a Material Adverse Effect); provided that the foregoing shall not prohibit any merger, consolidation, liquidation, dissolution or closure of a division permitted under Section 6.03.

SECTION 5.04. Payment of Obligations. Each Consolidated Entity will pay its obligations, including Tax liabilities, that, if not paid, could result in a Material Adverse Effect before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) such Consolidated Entity has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.05. Maintenance of Properties; Insurance. Each Consolidated Entity will (i) keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, (ii) maintain, with financially sound and reputable insurance companies, insurance in such amounts and against such risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations and (iii) if any portion of any Mortgaged Property is at any time located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a Special Flood Hazard Area with respect to which flood insurance has been made available under the National Flood Insurance Act of 1968 (as now or hereafter in effect or successor act thereto), (A) maintain, or cause to be maintained, with a financially sound and reputable insurer, flood insurance in an amount and otherwise sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and (B) deliver to the Administrative Agent evidence of such compliance in form and substance reasonably acceptable to the Administrative Agent.

SECTION 5.06. Books and Records; Inspection Rights. Each Consolidated Entity will keep proper books of record and account required for the Parent Borrower to deliver the financial statements and information required by Section 5.01. Each Loan Party will permit any representatives designated by the Administrative Agent or any Lender, upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants (and by this provision each Loan Party authorizes such accountants to discuss with

such representatives thereafter, finances and condition of each such Loan Party, whether or not such Loan Party is present), all at such reasonable times and as often as reasonably requested and the Parent Borrower shall reimburse the Administrative Agent and any Lender for the reasonable expenses incurred in connection with the exercise of such rights (except that the Parent Borrower shall only be required to reimburse the Administrative Agent or any Lender for expenses incurred in connection with one such visit or inspection per fiscal year, unless an Event of Default has occurred and is continuing).

SECTION 5.07. Compliance. Each Consolidated Entity will comply with all Contractual Obligations and all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.08. Use of Proceeds and Letters of Credit.

(d) The proceeds of the Term Loans shall be used (i) to refinance any indebtedness and any other amounts outstanding under the Existing Credit Agreement, (ii) in the case of the Delayed Draw Facility, to redeem, repurchase or refinance the 2.25% Convertible Notes and (iii) for general corporate purposes (including working capital, capital expenditures, Permitted Acquisitions and dividends on and repurchases of Capital Stock of the Parent Borrower).

(e) The proceeds of Revolving Loans shall be used (i) for general corporate purposes (including working capital, capital expenditures, Permitted Acquisitions and dividends on and repurchases of Capital Stock of the Parent Borrower) and (ii) to redeem, repurchase or refinance the 2.25% Convertible Notes.

(f) Letters of Credit will be issued only to support obligations of the Parent Borrower and any Wholly-Owned Guarantor incurred in the ordinary course of business or pursuant to a Permitted Acquisition.

(g) No part of the proceeds of any Loan, and no Letter of Credit, will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations U and X.

SECTION 5.09. Additional Material Subsidiaries; Additional Collateral. Promptly upon any Domestic Subsidiary becoming a Material Domestic Subsidiary after the Fifth Amendment and Restatement Effective Date , the Parent Borrower will (i) cause such Domestic Subsidiary (other than any such Domestic Subsidiary that is treated as a disregarded entity for U.S. federal income tax purposes if substantially all of its assets consist of Capital Stock of one or more direct or indirect Foreign Subsidiaries) to guarantee the Obligations, pursuant to a Guarantee substantially in the form of the Guarantee Agreement or otherwise reasonably satisfactory to the Administrative Agent, (ii) (x) cause the Obligations to be secured by a perfected first-priority lien on all of the personal property of such Domestic Subsidiary (provided that no more than 65% of the outstanding voting Capital Stock of any Foreign Subsidiary owned by such Domestic Subsidiary shall be subject to such Lien), pursuant to a Security Agreement, a Pledge Agreement

and other such documents and instruments including Uniform Commercial Code financing statements required by law or reasonably requested by the Administrative Agent to be filed, registered or recorded so that the Administrative Agent, for its benefit and the ratable benefit of the Lenders, shall have a legal, valid and enforceable perfected first-priority Lien on the Collateral (and subject to any limitations and exceptions consistent with those contained in any such documents or instruments) and (y) cause all outstanding Capital Stock of such Domestic Subsidiary owned directly or indirectly by any Loan Party to be subject to a perfected first-priority Lien (provided that no more than 65% of the outstanding voting Capital Stock of any such Domestic Subsidiary that is treated as a disregarded entity for U.S. federal income tax purposes shall be required to become subject to such Lien if substantially all of its assets consist of Capital Stock of one or more direct or indirect Foreign Subsidiaries), pursuant to a Pledge Agreement and (iii) deliver such proof of corporate, partnership or limited liability company action, incumbency of officers, opinions of counsel and other documents as is consistent with those delivered pursuant to Article IV or as the Administrative Agent shall have reasonably requested.

(d) Promptly upon any Foreign Subsidiary becoming a Material Subsidiary after the Fifth Amendment and Restatement Effective Date , the Parent Borrower and each other Material Domestic Subsidiary will (i) cause all of the Capital Stock of such Foreign Subsidiary owned by the Parent Borrower and the Material Domestic Subsidiaries to be pledged and delivered (provided that no more than 65% of the outstanding voting Capital Stock of any Foreign Subsidiary owned by the Parent Borrower and the Material Domestic Subsidiaries shall be required to be pledged and delivered) to the Administrative Agent for its benefit and the ratable benefit of the Lenders, pursuant to a Pledge Agreement (or other agreement reasonably satisfactory to the Administrative Agent) and (ii) deliver such proof of corporate, partnership or limited liability company action, incumbency of officers, opinions of counsel and other documents as is consistent with those delivered pursuant to Article IV or as the Administrative Agent shall have reasonably requested.

(e) With respect to any fee interest in any real property located in the United States having a book value (together with improvements thereof) of at least $10,000,000 acquired after the Fifth Amendment and Restatement Effective Date by any Loan Party, promptly (i) execute and deliver a first priority Mortgage, in favor of the Administrative Agent, for the benefit of the Lenders, covering such real property, (ii) if requested by the Administrative Agent, provide the Lenders with (x) title and extended coverage insurance covering such real property in an amount at least equal to the purchase price of such real property (or such other amount as shall be reasonably specified by the Administrative Agent) as well as any existing surveys in the Parent Borrower or any Subsidiary’s possession and (y) any consents or estoppels reasonably deemed necessary or advisable by the Administrative Agent in connection with such Mortgage, each of the foregoing in form and substance reasonably satisfactory to the Administrative Agent, (iii) if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent, and (iv) deliver to the Administrative Agent (A) a completed “Life-of-Loan” Federal Emergency Management Agency Standard Flood Hazard Determination with respect to such Mortgaged Property (together with a

notice about special flood hazard area status and flood disaster assistance duly executed by the Borrower or the applicable Loan Party relating thereto) and (B) a copy of, or a certificate as to coverage under, the insurance policies required by Section 5.05 including, without limitation, flood insurance policies) and the applicable provisions of the Mortgages, each of which shall be endorsed or otherwise amended to include a "standard" or "New York" lender's loss payable or mortgagee endorsement (as applicable) and shall name the Administrative Agent as additional insured, in form and substance satisfactory to the Administrative Agent.

SECTION 5.10. Cash Management. The Parent Borrower agrees to cause, to the extent necessary to satisfy all of the Obligations, all Subsidiaries that are not Loan Parties to either distribute assets or loan funds to the Parent Borrower, to the extent permitted by applicable law.

SECTION 5.11. Environmental Laws. The Parent Borrower will cause each Consolidated Entity to comply with all applicable Environmental Laws, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

SECTION 5.12. Maintenance of Ratings. The Parent Borrower will cause (a)(i) a Senior Implied Rating, in the case of Moody's or (ii) an Issuer Credit Rating, in the case of S&P, for the Parent Borrower and (b) credit ratings for the Facility from Moody's and S&P to be maintained at all times.

SECTION 5.13. Further Assurances. Each Loan Party will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements and other documents), which may be required under any applicable law, or which the Administrative Agent may reasonably request, to cause the Administrative Agent, for the benefit of itself and the ratable benefit of the Lenders, to maintain a legal, valid and enforceable perfected first priority Lien on the Collateral (subject to the limitations, exceptions and qualifications set forth in the Loan Documents), all at the expense of the Loan Parties.

(e) Each Loan Party will also provide to the Administrative Agent, from time to time upon request, evidence reasonably satisfactory to the Administrative Agent as to the perfection and priority of the Liens created or intended to be created by the Security Documents.

SECTION 5.14. Post-Closing Items.The Administrative Agent (or its counsel) shall have received within 60 days of the Fifth Amendment and Restatement Effective Date (or such longer period of time as the Administrative Agent shall agree in its sole discretion) (i)(A) first priority Mortgages for the Mortgaged Properties that do not constitute Existing Mortgaged Properties, including title and extended coverage insurance covering the properties underlying such Mortgages, and (B) amendments to (or amendments and restatements of) the Mortgages for the Mortgaged Properties that constitute Existing Mortgaged Properties that the Administrative Agent reasonably deems necessary to amend such Mortgages in order to cause the Obligations to be appropriately secured by the property underlying such Mortgages and otherwise in form and substance reasonably satisfactory to the Administrative Agent, including title datedown endorsements (or redated title insurance policies, as applicable), and such title datedown

endorsements (or redated title policies) shall show no Liens affecting such Mortgaged Properties except for Permitted Encumbrances, (ii) (A) a completed "Life-of-Loan" Federal Emergency Management Agency Standard Flood Hazard Determination with respect to each Mortgaged Property (together with a notice about special flood hazard area status and flood disaster assistance duly executed by the applicable Loan Party) and (B) copies of, or certificates as to coverage under, the insurance policies required by Section 5.05 (including, without limitation, flood insurance policies) and the applicable provisions of the Mortgages, each of which shall be endorsed or otherwise amended to include a "standard" or "New York" lender's loss payable or mortgagee endorsement (as applicable) and shall name the Administrative Agent as additional insured, in form and substance satisfactory to the Administrative Agent, and (iii) any existing surveys of the Mortgaged Properties in the Parent Borrower or any Subsidiary's possession.

(c) The Administrative Agent (or its counsel) shall have received within 30 days of the Fifth Amendment and Restatement Effective Date (or such longer period of time as the Administrative Agent shall agree in its sole discretion) any certificates or other instruments representing Capital Stock or any instruments evidencing indebtedness required to be pledged to the Administrative Agent pursuant to any Pledge Agreement together with stock powers or other instruments of transfer with respect thereto endorsed in blank.

ARTICLE VI

Negative Covenants

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder have been paid in full and all Letters of Credit have expired or terminated (or cash collateralized to the satisfaction of the Administrative Agent) and all LC Disbursements shall have been reimbursed, the Parent Borrower (as to itself and its subsidiaries) covenants and agrees with the Lenders that:

SECTION 6.01. Indebtedness. No Consolidated Entity will create, incur, assume or permit to exist any Indebtedness, except:

(i) Indebtedness of any Loan Party pursuant to any Loan Document;

(j) Indebtedness existing on the date hereof as set forth on Schedule 6.01, and any extensions, renewals, refinancings or replacements of any such Indebtedness so long as (i) the principal or face amount of, or interest rate or fees or other amounts (exclusive of commissions and other similar issuance costs) payable in connection with, any such Indebtedness is not increased, (ii) the dates upon which payments are to be made are not advanced and (iii) the subordination terms, if any, are not modified in any manner that is adverse to the Lenders, in connection with any such extension, renewal, refinancing or replacement;

(k) Indebtedness of any Consolidated Entity to any other Consolidated Entity permitted by Section 6.04;

(l) (i) Indebtedness of any Consolidated Entity incurred to finance the acquisition, construction or improvement of any assets, including Capital Lease Obligations and any Indebtedness assumed in connection with the acquisition of any such assets (including in a Permitted Acquisition) or secured by a Lien on any such assets prior to the acquisition thereof, and extensions, renewals, refinancings and replacements of any such Indebtedness that do not increase the outstanding principal amount thereof so long as such Indebtedness is incurred prior to or within 180 days after such acquisition or the completion of such construction or improvement and (ii) Indebtedness of the Foreign Subsidiaries; provided that the aggregate principal amount of Indebtedness permitted by this clause (d) shall not exceed $75,000,000 at any time outstanding;

(m) Indebtedness of any Consolidated Entity as an account party in respect of trade letters of credit;

(n) Permitted Additional Indebtedness of the Parent Borrower;

(o) Indebtedness not otherwise expressly permitted by this Section 6.01 in an aggregate principal or face amount outstanding at any time not to exceed $60,000,000; and

(p) Hedging Agreements permitted under Section 6.05.

SECTION 6.02. Liens. No Consolidated Entity will create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or assign or sell any income or revenues (including accounts receivable) or rights in respect of any thereof, except:

(c) Liens created under the Security Documents;

(d) Permitted Encumbrances;

(e) any Lien on any property or asset of any Consolidated Entity existing on the date hereof and extensions and renewals thereof; provided that (i) such Lien shall not apply to any other property or asset of any Consolidated Entity and (ii) such Lien shall secure only those obligations which it secures on the date hereof (and extensions and renewals thereof (but not increases thereof));

(f) any Lien existing on any property or asset prior to the acquisition thereof by any Consolidated Entity or existing on any property or asset of any Person that becomes a Subsidiary after the date hereof prior to the time such Person becomes a Subsidiary; provided that (i) if such Lien secures Indebtedness, such Indebtedness is permitted by clause (d), (e) or (g) of Section 6.01, (ii) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, as the case may be, (iii) such Lien shall not apply to any other property or assets of any Consolidated Entity and (iv) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Subsidiary, as the case may be and any extensions, renewals, refinancings or replacements thereof, subject to clause (b) of Section 6.01 with respect to any Indebtedness permitted by such clause;

(g) any Lien on assets acquired, constructed or improved by any Consolidated Entity; provided that (i) such Lien secures Indebtedness permitted by clause (d)(i) or (g) of Section 6.01, (ii) such Lien and the Indebtedness secured thereby are incurred prior to or within 180 days after such acquisition or the completion of such construction or improvement, (iii) the Indebtedness secured thereby does not exceed the cost of acquiring, constructing or improving such assets and (iv) such Lien shall not apply to any other property or assets of any Consolidated Entity;

(h) any Lien securing payment of any obligation under any Hedging Agreement permitted by Section 6.01(h); and

(i) any Lien on any property or asset of a Foreign Subsidiary that secures Indebtedness permitted by Section 6.01(d)(ii) or 6.01(g).

SECTION 6.03. Fundamental Changes. No Consolidated Entity will merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Default shall have occurred and be continuing (i) any Subsidiary may merge into the Parent Borrower in a transaction in which the Parent Borrower is the surviving corporation, (ii) any Subsidiary may merge into any Wholly-Owned Subsidiary in a transaction in which the surviving entity is a Wholly-Owned Subsidiary and, if any party to such merger is a Loan Party, is or becomes a Loan Party, (iii) any Subsidiary may liquidate or dissolve if the Parent Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Parent Borrower, is not materially disadvantageous to the Lenders and could not reasonably be expected to have a Material Adverse Effect, provided that if such Subsidiary is a Guarantor, any assets or business not otherwise disposed of or transferred in accordance with Section 6.06, or, in the case of any such business, discontinued, shall be transferred to, or otherwise owned or conducted by, the Parent Borrower or a Guarantor after giving effect to such liquidation or dissolution; provided further that no Subsidiary Borrower may be liquidated or dissolved if any Borrowing or Revolving Credit Exposure attributable to such entity is outstanding at such time, (iv) any Foreign Subsidiary may merge into any other Foreign Subsidiary that is a Wholly-Owned Subsidiary in a transaction in which a Foreign Subsidiary that is a Wholly-Owned Subsidiary is the surviving corporation, (v) any Wholly-Owned Subsidiary may merge into any Person in order to consummate a Permitted Acquisition permitted by Section 6.04(e) so long as after giving effect thereto the Person surviving such merger is a Subsidiary and (vi) any Consolidated Entity may effect the closure of a division in such Consolidated Entity.

(e) No Consolidated Entity will engage to any material extent in any business other than businesses of the type conducted by the Consolidated Entities on the date of execution of this Agreement and businesses reasonably related thereto.

SECTION 6.04. Investments, Loans, Advances, Guarantees and Acquisitions. No Consolidated Entity will purchase, hold or acquire (including pursuant to any merger with any Person that was not a Wholly-Owned Subsidiary prior to such merger) any Capital Stock, evidences of indebtedness or other securities (including any option, warrant or other right to acquire any of the foregoing) of, make or permit to exist any loans or advances to, Guarantee any

obligations of, or make or permit to exist any investment or any other interest in, any other Person, or purchase or otherwise acquire (in one transaction or a series of transactions) any assets of any other Person constituting a business unit (or any material portion thereof), except:

(k) Permitted Investments;

(l) Investments by the Consolidated Entities in any other Consolidated Entity;

(m) investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the ordinary course of business;

(n) extensions of trade credit in the ordinary course of business;

(o) Permitted Acquisitions by any Consolidated Entity so long as (i) after giving effect to such Permitted Acquisition, the Leverage Ratio is not more than 3.00 to 1.00 on a pro forma basis recomputed as at the last day of the most recently ended fiscal quarter of the Consolidated Entities as if such Permitted Acquisition had occurred on the first day of the period for testing such compliance; provided that such ratio shall be 3.00 to 1.00 with respect to the first full fiscal quarter in 2012 and each fiscal quarter thereafter or (ii) the aggregate amount of cash and non-cash consideration (including the concurrent repayment or assumption of Indebtedness exclusive of earn-outs and other contingent payments) paid in respect of such Permitted Acquisition does not exceed $20,000,000;

(p) investments consisting of Hedging Agreements permitted by Section 6.05;

(q) investments consisting of non-cash consideration received pursuant to a disposition of assets permitted by Section 6.06;

(r) investments by or investments in Foreign Subsidiaries (not otherwise permitted by this Section 6.04) in an aggregate amount at any time outstanding not to exceed $30,000,000;

(s) so long as no Event of Default shall have occurred or would result therefrom, other investments constituting minority investments in Capital Stock of Persons engaged in a commercial business activity similar to the principal business activities of the Parent Borrower on the Fifth Amendment and Restatement Effective Date , or reasonably related or ancillary or complementary thereto, at any time outstanding shall not exceed $100,000,000 minus the amount of investments in excess of $20,000,000 made in reliance on Section 6.04(l) below;

(t) investments consisting of accounts receivable and/or related ancillary rights or assets, or interests therein by any Consolidated Entity in any Receivables Subsidiary;

(u) investments held by any Person at the time it becomes a Subsidiary pursuant to a Permitted Acquisition and not made in contemplation of or in connection with such Permitted Acquisition; and

(v) the Guaranty by Charles River Laboratories, Inc. of certain lease payment obligations of Charles River Clinical Services Northwest Inc. ("CRCSN") (f/n/a Northwest Kinetics, Inc.) (or any successor lessee) under a lease dated April 1, 2005, as amended from time to time, by and between Pacific Avenue Professional Plaza, LLC, Outrigger Apartments, L.L.C. and CRCSN; provided that to the extent the aggregate liability under such Guaranty exceeds $20,000,000 such excess shall be treated as an investment made in reliance on Section 6.04(i) above to the extent an investment in the amount of such excess would then be permitted under such Section 6.04(i).

SECTION 6.05. Hedging Agreements. No Consolidated Entity will enter into any Hedging Agreement, other than Hedging Agreements entered into in the ordinary course of business to hedge or mitigate risks to which such Consolidated Entity is exposed in the conduct of its business or the management of its liabilities.

SECTION 6.06. Disposition of Assets. No Consolidated Entity will Dispose of any asset, including any Capital Stock, except:

(e) Dispositions of cash, Permitted Investments and other current assets, inventory and used or surplus equipment in the ordinary course of business;

(f) Dispositions to any other Consolidated Entity; provided that the sum of the aggregate fair market value of all assets Disposed of by a Loan Party to any Consolidated Entity that is not a Loan Party (excluding Dispositions consisting of cash contributions otherwise permitted by this Agreement) during the term of this Agreement together with all Dispositions permitted under clause (d) of this Section 6.06 shall not exceed 20% of the total tangible assets of the Consolidated Entities as of the last day of the most recently ended fiscal quarter of the Consolidated Entities as determined on a consolidated basis in accordance with GAAP;

(g) Dispositions of accounts receivable and/or related ancillary rights or assets, or interests therein to any Receivables Subsidiary pursuant to a Receivables Financing Program;

(h) Dispositions of assets (including Capital Stock of Subsidiaries) that are not permitted by any other clause of this Section 6.06; provided that the sum of the aggregate fair market value of all assets Disposed of during the term of this Agreement in reliance upon clause (d) of this Section 6.06, together with all assets Disposed of by a Loan Party to any Consolidated Entity that is not a Loan Party pursuant to clause (b) of this Section 6.06, shall not exceed 20% of the total tangible assets of the Consolidated Entities as of the last day of the most recently ended fiscal quarter of the Consolidated Entities as determined on a consolidated basis in accordance with GAAP;

(i) Disposition of the Arkansas Facility; and

(j) Dispositions of assets not otherwise permitted by this Section 6.06; provided, that the sum of the aggregate fair market value of all assets Disposed of during any fiscal year shall not exceed $1,000,000;

provided that (x) all Dispositions permitted by clauses (a) through (d) of this Section 6.06 shall be made for fair value as agreed to in an arm's length transaction and (y) any sale, transfer or Disposition permitted by clauses (b) or (d) of this Section 6.06 for consideration in excess of $10,000,000 shall be for at least 50% cash consideration and any non-cash consideration received in connection with such sale, transfer or disposition shall be permitted under Section 6.04(g).

SECTION 6.07. Transactions with Affiliates. No Consolidated Entity will sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except:

(h) transactions in the ordinary course of business at prices and on terms and conditions not less favorable to such Consolidated Entity than could be obtained on an arm's-length basis from unrelated third parties;

(i) transactions between or among Consolidated Entities not involving any other Affiliate (in each case to the extent not otherwise prohibited by other provisions of this Agreement);

(j) any payment, dividend, distribution or setting aside of property not otherwise prohibited by this Agreement, any transaction permitted by Section 6.03 and any investment permitted by Section 6.04; and

(k) the sale, transfer or other disposition of accounts receivable and/or related ancillary rights or assets or interests therein by any Consolidated Entity to a Receivables Subsidiary pursuant to a Receivables Financing Program.

SECTION 6.08. Restrictive Agreements. No Consolidated Entity will, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of any Consolidated Entity to create, incur or permit to exist any Lien upon any of its property or assets to secure the Obligations, or (b) the ability of any Consolidated Entity to pay dividends or other distributions with respect to any shares of its Capital Stock or to make or repay loans or advances to any other Consolidated Entity or to Guarantee Indebtedness of any other Consolidated Entity; provided that (i) the foregoing shall not apply to restrictions and conditions imposed by law or by any of the Loan Documents, (ii) the foregoing shall not apply to any restrictions and conditions existing on the date hereof which are identified on Schedule 6.08 (but shall apply to any extension or renewal of, or any amendment or modification expanding the scope of, any such restriction or condition), (iii) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary or any asset pending such sale, provided such restrictions and conditions apply only to the Subsidiary or the asset that is to be sold and such sale is permitted hereunder, (iv) clause (a) of the foregoing shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by Section 6.01(d) or Section 6.01(g) if such restrictions or conditions apply only to the property or assets securing such Indebtedness and (v) clause (a) of the foregoing shall not apply to customary provisions in leases restricting the assignment thereof.

SECTION 6.09. Amendment of Material Documents. No Consolidated Entity will amend, modify or waive (whether via merger, consolidation, amendment or otherwise) (a) any of its rights under its certificate of incorporation, by-laws, declaration of trust or other organizational documents if such amendment, modification or waiver could reasonably be expected to result in a Material Adverse Effect or (b) any of the terms of any Consolidated Subordinated Indebtedness, in each case in any respect adverse to the Lenders (for the purposes of this Section 6.09(b) and without limitation of the scope of the definition of "adverse", any amendment to increase the principal amount, the interest rate or fees or other amounts payable, to advance the dates upon which payments are made or to alter any subordination provision (or any definition related thereto) to make it more favorable to the holders of Consolidated Subordinated Indebtedness shall be deemed to be "adverse").

SECTION 6.10. Interest Coverage Ratio. The Consolidated Entities will not permit the Interest Coverage Ratio as determined as of the end of each fiscal quarter of the Consolidated Entities to be less than 3.50 to 1.00.

SECTION 6.11. Leverage Ratio. The Consolidated Entities will not permit the Leverage Ratio as determined as of the end of each fiscal quarter of the Consolidated Entities to be greater than 3.75 to 1.00; provided that such ratio shall be (a) 3.50 to 1.00 with respect to the first and second fiscal quarters ending in 2014 and (b) 3.25:1.00 with respect to third fiscal quarter ending in 2014 and each fiscal quarter ending thereafter.

ARTICLE VII

Events of Default

If any of the following events ("Events of Default") shall occur:

(j) any Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(k) any Borrower shall fail to pay any interest on any Loan or any Loan Party shall fail to pay any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under any Loan Document, when and as the same shall become due and payable and such failure shall continue unremedied for a period of three Business Days;

(l) any representation or warranty made or deemed made by or on behalf of any Consolidated Entity in or in connection with any Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with any Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, shall prove to have been incorrect in any material respect (if not qualified as to materiality or of Material Adverse Effect) and in any respect (if qualified as to materiality or of Material Adverse Effect) when made or deemed made or furnished;

(m) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02, 5.03 (with respect to the existence of such Loan Party) or 5.08 or in Article VI;

(n) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in any Loan Document (other than those specified in clause (a), (b) or (d) of this Article), and such failure shall continue unremedied for a period of 30 days after notice thereof from the Administrative Agent to the Parent Borrower (which notice will be given at the request of any Lender);

(o) any Consolidated Entity shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable (subject to any applicable grace period);

(p) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (g) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness;

(q) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of any Consolidated Entity (other than Subsidiaries that are not Material Subsidiaries) or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Consolidated Entity (other than Subsidiaries that are not Material Subsidiaries) or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(r) any Consolidated Entity (other than Subsidiaries that are not Material Subsidiaries) shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Article, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Consolidated Entity (other than Subsidiaries that are not Material Subsidiaries) for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(s) any Consolidated Entity shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(t) one or more judgments for the payment of money in an aggregate amount exceeding $25,000,000 in the aggregate (not covered by insurance from a responsible insurance company or indemnified by a creditworthy indemnitor that is not denying its liability with respect thereto) shall be rendered against any Consolidated Entity or any combination thereof and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of any Consolidated Entity to enforce any such judgment;

(u) an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect;

(v) (i) any Security Document shall for any reason cease to create in favor of the Administrative Agent for its benefit and the ratable benefit of the Lenders a legal, valid and enforceable perfected first-priority Lien on the Collateral as security for the Obligations, except to the extent that such cessation (A) relates, during the term of this Agreement, to an aggregate fair market value of assets that represent less than $4,000,000, (B) results from the failure of the Administrative Agent to maintain possession of certificates representing securities pledged or to file continuation statements under the Uniform Commercial Code of any applicable jurisdiction or (C) is covered by a lender's title insurance policy and the subject insurer promptly after the occurrence of the resulting cessation shall have acknowledged in writing that the same is covered by such title insurance policy; or (ii) any Loan Document executed by any Loan Party shall at any time after its execution and delivery (except in accordance with its terms or pursuant to an agreement of the parties thereof) and for any reason cease to be in full force and effect or shall be declared null and void, or the validity or enforceability thereof shall be contested by any Consolidated Entity or any Consolidated Entity shall deny in writing it has any further liability or obligation thereunder;

(w) the subordination provisions relating to any Consolidated Subordinated Indebtedness shall fail to be enforceable by the Administrative Agent or the Lenders in accordance with the terms thereof or the Obligations shall fail to constitute "senior indebtedness" (or any other similar term) under any document, instrument or other agreement evidencing any such Consolidated Subordinated Indebtedness; or

(x) a Change in Control shall occur;

then, and in every such event (other than an event with respect to any Borrower described in clause (h) or (i) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent, at the request of the Required Lenders, shall by notice to the Parent Borrower, take any or all of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other Obligations (other than the Obligations arising under or in

connection with any Hedging Agreements), shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers and (iii) enforce its rights under the Guarantee Agreement and each Security Document on behalf of itself as Administrative Agent, the Lenders and the Issuing Bank; and in case of any event with respect to any Borrower described in clause (h) or (i) of this Article, the Commitments available to such Borrower (and in the case of any such event with respect to the Parent Borrower, the Commitments available to any Borrower) shall automatically terminate and the principal of the Loans then outstanding thereunder, together with accrued interest thereon and all fees and other Obligations (other than the Obligations arising under or in connection with any Hedging Agreements), shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers.

ARTICLE VIII

The Administrative Agent

(f) Each of the Lenders and the Issuing Bank hereby irrevocably appoints the Administrative Agent as its agent 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, together with such actions and powers as are reasonably incidental thereto.

(g) The bank 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 such bank and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with any Consolidated Entity or other Affiliate thereof as if it were not the Administrative Agent hereunder.

(h) The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Loan Documents, whether upon, before or after an Event of Default, that the Administrative Agent is required to exercise in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 10.02), and (c) except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Consolidated Entity that is communicated to or obtained by the bank serving as 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 with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 10.02) or 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 written notice thereof is given to the Administrative Agent by a Loan Party or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into

(i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or 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 in any Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

(i) 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 believed by it to be genuine and to have been signed or sent 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 be made by the proper Person, and shall not incur any liability for relying thereon. The Administrative Agent may consult with legal counsel (who may be counsel for any Consolidated Entity), 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.

(j) The Administrative Agent may perform any and all its duties and exercise its rights and powers 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 its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs 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.

(k) Subject to the appointment and acceptance of a successor Administrative Agent as provided in this paragraph, the Administrative Agent may resign at any time by notifying the Lenders, the Issuing Bank and the Parent Borrower. Upon any such resignation, the Required Lenders shall have the right, in consultation with the Parent Borrower, to appoint a successor. If no 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 Issuing Bank, appoint a successor Administrative Agent which shall be a bank with an office in New York, New York, or an Affiliate of any such bank. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Parent Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Parent Borrower and such successor. After the Administrative Agent’s resignation hereunder, the provisions of this Article and Section 10.03 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 it was acting as Administrative Agent.

(l) Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or related agreement or any document furnished hereunder or thereunder.

(m) Subject to the foregoing provisions of this Article VIII, the Administrative Agent shall, on behalf of the Lenders, (i) execute each Loan Document other than this Agreement on behalf of the Lenders, (ii) hold and apply the Collateral, and the proceeds thereof, at any time received by it in accordance with the provisions of the Loan Documents, (iii) exercise any and all rights, powers and remedies of the Lenders under the Loan Documents, including the giving of any consent or waiver or the entering into of any amendment, subject to the provisions of Section 10.02, (iv) execute, deliver and file financing statements, assignments and other such agreements, and possess instruments on behalf of the Lenders and (v) in the event of acceleration of the obligations of the Borrowers hereunder, exercise the rights of the Lenders under the Loan Documents upon and at the direction of the Required Lenders.

(n) The Co-Syndication Agents and the Co-Documentation Agents shall not have any right, power, obligation, liability, responsibility or duty under any of the Loan Documents other than those applicable to all Lenders. Without limiting the foregoing, the Co-Syndication Agents shall and the Co-Documentation Agents shall not have or be deemed to have a fiduciary relationship with any Lender. Each Lender hereby makes the same acknowledgements with respect to the Co-Syndication Agents and the Co-Documentation Agents as it makes with respect to the Administrative Agent or any other Lender in this Article VIII.

ARTICLE IX

Parent Borrower Guarantee

(w) The Parent Borrower hereby absolutely, irrevocably and unconditionally guarantees, as primary obligor and not merely as a surety, the due and punctual payment of the Subsidiary Borrowers' Obligations.

(x) The Parent Borrower, to the extent constituting a Qualified Keepwell Provider, hereby absolutely, irrevocably and unconditionally undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under the Guarantee Agreement in respect of any Hedging Obligation (provided, however, that the Parent Borrower shall only be liable under this clause (b) of Article IX for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Article IX voidable under applicable law relating to fraudulent conveyance or

fraudulent transfer, and not for any greater amount). The obligations of the Parent Borrower under this clause (b) of Article IX shall remain in full force and effect until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder have been paid in full and all Letters of Credit have expired or terminated (or cash collateralized to the satisfaction of the Administrative Agent) and all LC Disbursements shall have been reimbursed. The Parent Borrower intends that this clause (b) of Article IX constitute, and this clause (b) of Article IX shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

(y) To the extent permitted by applicable law, the Parent Borrower waives presentment to, demand of payment from and protest to any Subsidiary Borrowers of any of the Subsidiary Borrowers' Obligations, and also waives notice of acceptance of the Subsidiary Borrowers' Obligations and notice of protest for nonpayment. The obligations of the Parent Borrower hereunder shall not be affected by (a) the failure of any Guaranteed Party to assert any claim or demand or to enforce or exercise any right or remedy against any Subsidiary Borrowers under the provisions of this Agreement, any other Loan Document or otherwise or (b) any rescission, waiver, amendment or modification of any of the terms or provisions of this Agreement, any other Loan Document or any other agreement or the release or other impairment of any Collateral or the release of any Subsidiary Borrowers.

(z) The Parent Borrower further agrees that its agreement under this Article IX constitutes a promise of payment when due (whether or not any bankruptcy or similar proceeding shall have stayed the accrual or collection of any of the Subsidiary Borrowers' Obligations or operated as a discharge thereof) and not merely of collection, and waives any right to require that any resort be had by any Guaranteed Party to any balance of any deposit account or credit on the books of any Guaranteed Party in favor of any Subsidiary Borrowers or any other Person or to any other remedy against any Subsidiary Borrowers or any Collateral.

(aa) The Parent Borrower guarantees that the Subsidiary Borrowers' Obligations will be paid strictly 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 a Guaranteed Party with respect thereto. This is a present and continuing guarantee of payment and not of collection, and the liability of the Parent Borrower under this Article IX shall be absolute and unconditional, in accordance with its terms, and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever, including, without limitation: (a) any lack of validity or enforceability of this Agreement, any other Loan Document or any other agreement or instrument relating thereto; (b) any change in the time, place or manner of payment of, or in any other term of, all or any of the Subsidiary Borrowers' Obligations, or any other amendment or waiver of or any consent to any departure from this Agreement or any other Loan Document, including, without limitation, any increase in the Subsidiary Borrowers' Obligations resulting from the extension of additional credit to any Subsidiary Borrowers or otherwise; (c) any taking, exchange, release or non-perfection of any collateral, or any taking, release, or amendment or waiver of, or consent to, or departure from,

any other guarantee, for all or any of the Subsidiary Borrowers' Obligations; (d) any change, restructuring or termination of the structure or existence of any Subsidiary Borrowers; (e) any bankruptcy, receivership, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceedings with respect to any Subsidiary Borrowers or the properties or creditors of any of them; (f) the occurrence of any Default or Event of Default under, or any invalidity or any unenforceability of, or any misrepresentation, irregularity or other defect in, this Agreement or any other Loan Document; (g) any default, failure or delay, willful or otherwise, on the part of any Subsidiary Borrowers to perform or comply with, or the impossibility or illegality of performance by any Subsidiary Borrowers of, any term of this Agreement or any other Loan Document; (h) any suit or other action brought by, or any judgment in favor of, any beneficiaries or creditors of, any Subsidiary Borrowers for any reason whatsoever, including, without limitation, any suit or action in any way attacking or involving any issue, matter or thing in respect of this Agreement or any other Loan Document; (i) any lack or limitation of status or of power, incapacity or disability of any Subsidiary Borrowers or any partner, principal, trustee or agent thereof; or (j) any other circumstance which might otherwise constitute a defense available to, or a discharge of, any Subsidiary Borrowers or a third party guarantor.

(bb) The obligations of the Parent Borrower under this Article IX shall not be subject to any reduction, limitation, impairment or termination for any reason, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever, by reason of the invalidity, illegality or unenforceability of the Subsidiary Borrowers' Obligations, any impossibility in the performance of the Subsidiary Borrowers' Obligations or other circumstance. Without limiting the generality of the foregoing, the obligations of the Parent Borrower under this Article IX shall not be discharged or impaired or otherwise affected by the failure of any Guaranteed Party to assert any claim or demand or to enforce any remedy under this Agreement or any other agreement related thereto, by any waiver or modification in respect of any thereof, by any default, failure or delay, willful or otherwise, in the performance of the Subsidiary Borrowers' Obligations, or by any other act or omission which may or might in any manner or to any extent vary the risk of the Parent Borrower or otherwise operate as a discharge of the Parent Borrower or any other Subsidiary Borrowers as a matter of law or equity.

(cc) The Parent Borrower further agrees that its obligations under this Article IX shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Subsidiary Borrowers' Obligation is rescinded or must otherwise be restored by any Guaranteed Party upon the bankruptcy or reorganization of any Subsidiary Borrowers or otherwise.

(dd) In furtherance of the foregoing and not in limitation of any other right which any Guaranteed Party may have at law or in equity against the Parent Borrower by virtue of this Article IX, upon the failure of any Subsidiary Borrower to pay any of its Subsidiary Borrowers' Obligations when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, the Parent Borrower hereby promises to and will, upon receipt of written demand by the Administrative Agent, forthwith pay, or cause to be paid, in cash the amount of such unpaid Subsidiary Borrowers' Obligation.

(ee) Until the Commitments shall have expired or been terminated and the principal of and interest on each Loan and all fees payable under this Agreement shall have been paid in full and all Letters of Credit shall have expired or terminated (or cash collateralized to the satisfaction of the Administrative Agent) and all LC Disbursements shall have been reimbursed, the Parent Borrower hereby irrevocably agrees to subordinate any and all rights of subrogation, reimbursement, exoneration, contribution or indemnification or any right to participate in any claim or remedy of any Guaranteed Party (collectively, the "Subrogation Rights"), in any such case, arising in connection with any payment or payments with respect to the principal of or premium, if any, or interest on the Subsidiary Borrowers' Obligations, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law, including the right to take or receive, 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 or other rights. To effectuate such subordination, the Parent Borrower hereby agrees that it shall not be entitled to any payment in respect of any Subrogation Right until the Commitments shall have expired or been terminated and the principal of and interest on each Loan and all fees payable under this Agreement shall have been paid in full and all Letters of Credit shall have expired or terminated (or cash collateralized to the satisfaction of the Administrative Agent) and all LC Disbursements shall have been reimbursed. If any amount shall be paid to the Parent Borrower in violation of the preceding sentence, such amount shall be deemed to have been paid to the Parent Borrower for the benefit of, and held in trust for, the benefit of the Guaranteed Parties.

(ff) This Article IX is a continuing guarantee and shall remain in full force and effect until the Commitments shall have expired or been terminated and the principal of and interest on each Loan and all fees payable under this Agreement shall have been paid in full and all Letters of Credit shall have expired or terminated (or cash collateralized to the satisfaction of the Administrative Agent) and all LC Disbursements shall have been reimbursed. No failure or delay on the part of any Guaranteed Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly specified are cumulative and not exclusive of any rights or remedies which any Guaranteed Party would otherwise have. No notice to or demand on the Parent Borrower in any case shall entitle the Parent Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of any Guaranteed Party to any other or further action in any circumstances without notice or demand.

ARTICLE X

Miscellaneous

SECTION 10.01. Notices. Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(b) if to the Parent Borrower, to it at Charles River Laboratories International, Inc., 251 Ballardvale Street, Wilmington, Massachusetts 01887, Attention of General Counsel (Telecopy No. (978) 694-9504);

(c) if to any Subsidiary Borrower, to it c/o Charles River Laboratories International, Inc., 251 Ballardvale Street, Wilmington, Massachusetts 01887, Attention of General Counsel (Telecopy No. (978) 694-9504);

(d) if to JPMorgan Chase Bank, N.A., to it at JPMorgan Chase Bank, N.A., Loan and Agency Services, 10 South Dearborn, 7th Floor, Chicago, IL, 60603-2003, Attention of Darren Cunningham (Telecopy No. (888) 303-9732), with a copy to (i) JPMorgan Chase Bank, N.A., Two Corporate Drive, Shelton, Connecticut 06484, Attention of D. Scott Farquhar (Telecopy No. (203) 944-8495) and, in regard to matters relating to Letters of Credit (ii) JPMorgan Chase Bank, N.A., Letter of Credit contact, 10 South Dearborn, 19th Floor, Chicago, IL, 60603-2003, Attention of Cassandra Groves (Telecopy No. (312) 732-2729;

(e) if to J.P. Morgan Europe Limited, to it at J.P. Morgan Europe Limited, 25 Bank Street, Canary Wharf, London E14 5JP, United Kingdom, Attention: Loan Agency (Telecopy: 44-207-777-2360; Telephone: 44-207-742-9941) with a copy to (i) JPMorgan Chase Bank, N.A., Loan and Agency Services, 10 South Dearborn, 19th Floor, Chicago, IL, 60603-2003, Attention of Nanette Wilson (Telecopy No. (312) 385-7096), and (ii) JPMorgan Chase Bank, N.A., Two Corporate Drive, Shelton, Connecticut 06484, Attention of D. Scott Farquhar (Telecopy No. (203) 944-8495);

(f) if to JPMorgan Chase Bank, N.A., Tokyo Branch, to it at JPMorgan Chase Bank, N.A., Tokyo Branch, 7-3, Marunouchi 2-chome, Chiyoda-ku, Tokyo, Japan 100-6432, Attn: Loan Operations (Telecopy: (813) 6736-7539; Telephone: (813) 6736-6706) with a copy to (i) JPMorgan Chase Bank, N.A., Loan and Agency Services, 10 South Dearborn, 19th Floor, Chicago, IL, 60603-2003, Attention of Nanette Wilson (Telecopy No. (312) 385-7096), and (ii) JPMorgan Chase Bank, N.A., Two Corporate Drive, Shelton, Connecticut 06484, Attention of D. Scott Farquhar (Telecopy No. (203) 944-8495);

(g) if to any other Lender, to it at its address (or telecopy number) set forth in its Administrative Questionnaire.

Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

SECTION 10.02. Waivers; Amendments. No failure or delay by the Administrative Agent, the Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Bank and the Lenders

hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or the Issuing Bank may have had notice or knowledge of such Default at the time.

(k) Neither this Agreement nor any other Loan Document (other than any Hedging Agreement) nor any provision hereof or thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrowers and the Required Lenders or by the Borrowers and the Administrative Agent with the consent of the Required Lenders; provided that no such agreement shall (i) increase the Commitment of any Lender without the written consent of such Lender, (ii) reduce the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Lender affected thereby, (iii) postpone the scheduled date of payment of the principal amount of any Loan or LC Disbursement, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, or extend the expiration date of any Letter of Credit to a date which is after the Maturity Date without the written consent of each Lender affected thereby, (iv) (A) release all or substantially all of the Guarantors from their respective Guarantees under a Guarantee Agreement or limit their liability in respect of such Guarantees or such Guarantee Agreement or their obligation to enter into and provide a Guarantee pursuant to a Guarantee Agreement, or (B) release the Parent Borrower from its obligations under Article IX prior to the satisfaction of all the Subsidiary Borrowers' Obligations without the written consent of the Super-Majority Facility Lenders, (v) release the Lien of the Administrative Agent on all or substantially all of the Collateral, without the written consent of each Lender, (vi) change Section 2.21(b),(c) or (d) in a manner that would alter the pro rata sharing of payments required thereby, without the written consent of each Lender, (vii) change any of the provisions of this Section or the definition of "Required Lenders" or "Majority Facility Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender or (viii) consent to the assignment or transfer by any Loan Party of its rights or obligations hereunder or under the other Loan Documents, without the written consent of each Lender; provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent, the Issuing Bank or the Swingline Lender hereunder without the prior written consent of the Administrative Agent, the Issuing Bank or the Swingline Lender, as the case may be.

(l) Notwithstanding the foregoing, technical and conforming modifications to the Loan Documents may be made with only the consent of the Parent Borrower and the Administrative Agent to the extent necessary (i) to correct, amend or cure any ambiguity, inconsistency or defect

or correct any typographical error or other manifest error in any Loan Document or (ii) to integrate any Incremental Facility in a manner consistent with Section 2.24.

SECTION 10.03. Expenses; Indemnity; Damage Waiver. The Parent Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent, the Co-Syndication Agents and their Affiliates, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent and the Co-Syndication Agents, in connection with the syndication of the credit facilities provided for herein, the preparation and administration of the Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the Issuing Bank 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, the Issuing Bank or any Lender, including the fees, charges and disbursements of any counsel for the Administrative Agent, the Issuing Bank or any Lender, in connection with the enforcement or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(l) The Parent Borrower shall indemnify the Administrative Agent, the Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated hereby or thereby, the performance by the parties to the Loan Documents of their respective obligations hereunder or thereunder or the consummation of the Transactions or any other transactions contemplated hereby or thereby, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by the Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by any Consolidated Entity, or any Environmental Liability related in any way to any Consolidated Entity, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from (x) the gross negligence or willful misconduct of such Indemnitee or (y) the breach by such Indemnitee of any if its obligations hereunder. Without limiting the foregoing, and to the extent permitted by applicable law, the Parent Borrower agrees not to assert and to cause its Subsidiaries not to assert, and hereby waives and agrees to cause its Subsidiaries to waive, all rights for contribution or any other rights of recovery with respect to all claims, demands, penalties, fines, liabilities, settlements, damages,

costs and expenses of whatever kind or nature, under or related to Environmental Laws, that any of them might have by statute or otherwise against any Indemnitee.

(m) To the extent that the Parent Borrower fails to pay any amount required to be paid by it to the Administrative Agent, the Issuing Bank or the Swingline Lender under paragraph (a) or (b) of this Section, each Lender severally agrees to pay to the Administrative Agent, the Issuing Bank or the Swingline Lender, as the case may be, such Lender's Aggregate Exposure Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought or if indemnification is sought after the date upon which the Revolving Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Aggregate Exposure Percentages immediately prior to such date) 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, the Issuing Bank or the Swingline Lender in its capacity as such.

(n) To the extent permitted by applicable law, the Borrowers shall not assert, and hereby waive, 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 or any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof.

(o) All amounts due under this Section 10.03 shall be payable promptly after written demand therefor.

SECTION 10.04. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of the Issuing Bank that issues any Letter of Credit), except that the Borrowers may not assign or otherwise transfer any of their respective rights or obligations hereunder or under any other Loan Document without the prior written consent of each Lender (and any attempted assignment or transfer by any Borrower without such consent shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of the Issuing Bank that issues any Letter of Credit) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Issuing Bank and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(f) (23) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees (provided no such assignee shall be a Borrower or an Affiliate of any Borrower) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the corresponding Loans at the time owing to it, and to the extent applicable, the LC Exposure at the time held by it) with the prior written consent (such consent not to be unreasonably withheld) of:

(A) the Parent Borrower, provided that no consent of the Parent Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default has occurred and is continuing, any other assignee;

(B) the Administrative Agent, provided that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a Term Loan to a Lender, an Affiliate of a Lender or an Approved Fund; and

(C) the Issuing Bank, provided that no consent of the Issuing Bank shall be required for an assignment of all or any portion of a Term Loan or Term Commitment.

(iii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender's Commitment, the amount of the Commitment of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $5,000,000 (in the case of Revolving Facilities) and $1,000,000 (in the case of the Term Facilities) unless each of the Parent Borrower and the Administrative Agent otherwise consent, (iii) 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,

(B) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500 to be paid by the assignor, and

(C) the assignee, if it shall not be a Lender prior to the date of such assignment, shall deliver to the Administrative Agent an Administrative Questionnaire; and provided further that any consent of the Parent Borrower otherwise required under this paragraph shall not be required if an Event of Default has occurred and is continuing and any consent requested by a Lender of the Parent Borrower and the Administrative Agent under this Section 10.04(b) shall be deemed granted by the Parent Borrower or the Administrative Agent, as the case may be, if it does not respond to such request within 20 days after the written request is delivered to the Parent Borrower and the Administrative Agent in accordance with this Agreement. Subject to acceptance and recording thereof pursuant to paragraph (d) of this Section, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by

such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.18, 2.19, 2.20 and 10.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (e) of this Section.

(g) The Administrative Agent, acting for this purpose as an agent of the Borrowers, shall maintain at one of its offices in The City of New York a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrowers, the Administrative Agent, the Issuing Bank and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Parent Borrower, the Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(h) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section 10.04 and any written consent to such assignment required by paragraph (b) of this Section 10.04, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(i) Any Lender may, without the consent of the Borrowers, the Administrative Agent, the Issuing Bank or the Swingline Lender, sell participations to one or more banks or other entities (a "Participant"; provided no such Participant shall be a Borrower or an Affiliate of any Borrower) in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the 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, the Issuing Bank and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first

proviso to Section 10.02(b) that affects such Participant. Subject to paragraph (f) of this Section, each Loan Party agrees that each Participant shall be entitled to the benefits of Sections 2.18, 2.19 and 2.20 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 10.04. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.21(d) as though it were a Lender. Each Lender that sells a participation, acting solely for this purpose as an agent of the Loan Parties, shall maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"). The entries in the Participant Register shall be conclusive, and such Lender, each Loan Party and the Administrative Agent shall treat each person whose name is recorded in the Participant Register pursuant to the terms hereof as the owner of such participation for all purposes of this Agreement, notwithstanding notice to the contrary.

(j) A Participant shall not be entitled to receive any greater payment under Section 2.18, 2.19 or 2.20 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Parent Borrower's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.20 unless such Participant agrees, for the benefit of the applicable Loan Party, to comply with Section 2.20(g) and (h) as though it were a Lender.

(k) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 10.04 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(l) Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle (an "SPC") of such Granting Lender, identified as such in writing from time to time by such Granting Lender to the Administrative Agent and the Parent Borrower, the option to provide to the Borrowers all or any part of any Loan that such Granting Lender would otherwise be obligated to make to the Borrowers pursuant to Section 2.01 or 2.04, provided that (i) nothing herein shall constitute a commitment to make any Loan by any SPC, (ii) if an SPC elects not to exercise such option or otherwise fails to provide all or any part of such Loan, such Granting Lender shall be obligated to make such Loan pursuant to the terms hereof and (iii) all credit decisions (including without limitation any decisions with respect to amendments and waivers) will continue to be made by such Granting Lender. The making of a Loan by an SPC hereunder shall utilize the Commitment of the applicable Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Each party hereto hereby agrees that no SPC shall be liable for any payment under this Agreement for which a Lender would otherwise be liable, for so long as, and to the extent, the related Granting Lender makes such payment. In furtherance of the foregoing, each

party hereto hereby agrees that, prior to the date that is one year and one day after the payment in full of all outstanding senior indebtedness of any SPC, it will not institute against, or join any other person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or similar proceedings under the laws of the United States or any State thereof. In addition, notwithstanding anything to the contrary contained in this Section, any SPC may (i) with notice to, but without the prior written consent of, the Parent Borrower or the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loans to its Granting Lender in connection with liquidity and/or credit facilities to or for the account of such SPC to fund such Loans and (ii) subject to the provisions of Section 10.12, disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of a surety, guarantee or credit or liquidity enhancement to such SPC.

SECTION 10.05. Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, the Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 2.18, 2.19, 2.20 and 10.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof.

SECTION 10.06. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The Loan Documents and the separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and thereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 10.07. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 10.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of the Borrowers against any of and all the obligations of such Borrower now or hereafter existing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

SECTION 10.09. Governing Law; Jurisdiction; Consent to Service of Process; Judgment Currency. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(d) Each Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of 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 hereby 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 or, to the extent permitted by 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 (it being understood that recognition and/or enforcement of a judgment in Japan would occur in a manner provided by applicable Japanese law).

(e) Each Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section 10.09. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(f) Each Subsidiary Borrower hereby irrevocably appoints the Parent Borrower as its authorized agent for service of process in any suit, action or proceeding with respect to this Agreement, and agrees that service of process upon such agent, and written notice of said service to such Subsidiary Borrower by the Person serving the same, each in the manner provided for notices in Section 10.01, shall be deemed in every respect effective service of process upon such

Borrower in any such suit, action or proceeding. Each other party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 10.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law (it being understood that service of process for any proceeding for the recognition and/or enforcement of a judgment in Japan would occur in a manner provided by applicable Japanese law).

(g) The Obligations of each Borrower shall, notwithstanding any judgment in a currency (the "judgment currency") other than the currency in which the sum originally due to such party or such holder is denominated (the "original currency"), be discharged only to the extent that on the Business Day following receipt by such party of any sum adjudged to be so due in the judgment currency such party may in accordance with normal banking procedures purchase the original currency with the judgment currency; if the amount of the original currency so purchased is less than the sum originally due to such party in the original currency, such Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify such party against such loss, and if the amount of the original currency so purchased exceeds the sum originally due to any party to this Agreement, such party, agrees to remit to such Borrower such excess.

SECTION 10.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT 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 PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 10.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 10.12. Confidentiality. Each of the Administrative Agent, the Issuing Bank and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (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, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party to this

Agreement, (e) in connection with the exercise of any remedies under any Loan Document or any suit, action or proceeding relating to this Agreement or any Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, (g) with the consent of the Parent Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, the Issuing Bank or any Lender on a nonconfidential basis from a source other than a Consolidated Entity. For the purposes of this Section, "Information" means all information received from any Consolidated Entity relating to any Consolidated Entity or its business, other than any such information that is available to the Administrative Agent, the Issuing Bank or any Lender on a nonconfidential basis prior to disclosure by any Consolidated Entity; provided that, in the case of information received from any Consolidated Entity after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 10.12 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.

SECTION 10.13. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon to the date of repayment, shall have been received by such Lender. Notwithstanding the forgoing, if the Yen Revolving Lender shall have received interest and/or Charges in an amount that exceeds the Maximum Rate, the excess interest and Charges shall be (i) applied to the principal of such Loan, (ii) if it exceeds such unpaid principal of such Loan, applied to the principal of other Loans held by such Yen Revolving Lender, or (iii) if it exceeds such unpaid principal of other Loans, refunded to the Japanese Borrower. The Japanese Borrower represents and warrants to the Yen Revolving Lenders that, as of the date of this Agreement, it falls into Article 2, Paragraph 1, Item 1 of the Act on Specified Commitment Line Contract (Act No. 4 of 1999).

SECTION 10.14. Joint Creditors. Each of the Loan Parties, each of the Lenders and the Administrative Agent agrees that the Administrative Agent shall be a joint creditor (together with the relevant Lender) of each and every obligation of the Loan Parties towards each of the Lenders under or in connection with the Loan Documents and that, accordingly, the

Administrative Agent will have its own independent right to demand performance by the Loan Parties of those obligations. However, any discharge of any such obligation to the Administrative Agent or the relevant Lender shall, to the same extent, discharge the corresponding obligation owing to the other.

SECTION 10.15. Collateral Release. In the event that any Loan Party conveys, sells, leases, assigns, transfers or otherwise disposes of all or any portion of any of the Capital Stock or assets of any Guarantor to a person that is not (and is not required to become) a Loan Party in a transaction not prohibited by Section 6.06, the Administrative Agent shall promptly (and the Lenders hereby authorize the Administrative Agent to) take such action and execute any such documents as may be reasonably requested by the Parent Borrower and at the Parent Borrower's expense to release any Liens created by any Loan Document in respect of such Capital Stock or assets, and, in the case of a disposition of the Capital Stock of any Guarantor in a transaction permitted by Section 6.06 and as a result of which such Guarantor would cease to be a Subsidiary, terminate such Guarantor's obligations under the Guarantee Agreement as well as any Liens created by any Loan Documents in respect of the assets of such Guarantor.

SECTION 10.16. USA PATRIOT Act. Each 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 the Borrowers, which information includes the name and address of the Borrowers and other information that will allow such Lender to identify the Borrowers in accordance with the Act.

SECTION 10.17. Elimination of Anti-Social Forces

(h) The Japanese Borrower and the other Loan Parties represent and warrant to the Yen Revolving Lenders that, as of the date of this Agreement, and as of the date of each Yen Revolving Loan as though made on said date, neither the Japanese Borrower nor any other Loan Party is, (i) an organized crime group (*boryokudan*), (ii) member of an organized crime group (*boryokudan in*), (iii) a person who was a member of an organized crime group during the past five (5) years, (iv) a sub member of an organized crime group (*boryokudan junkoseiin*), (v) a corporation related to an organized crime group (*boryokudan kankeikigyo*), (vi) a racketeer attempting to extort money from a company by threatening to cause trouble at the general stockholders' meeting (*soukaiya*), (vii) a racketeer attempting to extort money from a company by advocating social causes (*shakaiundo tou hyobo goro*), (viii) special intelligence organized crime group (*tokushu chino boryoku shudan tou*), or (ix) any other person or organization equivalent to any of the above (those set out in items (i) through (viii) shall be referred to as "Boryokudan Member Etc.").

(i) The Japanese Borrower and the other Loan Parties represent and warrant to the Lender that, as of the date of this Agreement, and as of the date of each Yen Revolving Loan as though made on said date, neither the Japanese Borrower nor any other Loan Party has, (i) any relationship that may be deemed as having its management controlled by Boryokudan Member Etc., (ii) any relationship that may be deemed as having substantial involvement of Boryokudan Member Etc. in its management, (iii) any relationship that may be deemed as utilizing Boryokudan Member Etc. for the purpose of receiving unjustifiable profit for him/her, itself, or third parties, or for the

purpose of causing damages to third parties, (iv) any relationship that may be deemed as having involvement in Boryokudan Member Etc., such as providing funds, etc., or providing accommodation to Boryokudan Member Etc., or (v) any relationship between officers or people substantially involved in its management and Boryokudan Member Etc. that may be subject to public criticism.

(j) The Japanese Borrower and the other Loan Parties hereby covenant that the Japanese Borrower and the other Loan Parties shall not fall under or have any relationship in any of the items set forth in clauses (a) and (b) of this Section 10.17, from and after the execution date of this Agreement.

(k) The Japanese Borrower and each other Loan Party covenants that it shall not, by itself or cause any third parties to, (i) make claims with forceful behavior and acts of violence, (ii) assert unjustifiable claims exceeding the scope of responsibility under the law, (iii) use threatening action or statements, or violent acts and behaviors in connection with any transaction, (iv) engage in acts and behaviors which may damage the credibility or obstruct the business of any Lender by spreading false rumors or the use of fraudulent means or force, or (v) engage in other acts and behavior equivalent to those set out in each of the above items.

(l) Notwithstanding anything to the contrary herein, in the event that, (i) any of the Japanese Borrower or the other Loan Parties are deemed as a Boryokudan Member Etc. or fall under any of the items set forth in clause (a) or (b) of this Section 10.17, (ii) any of the Japanese Borrower or the other Loan Parties engage in actions that fall under any of the items set forth in clause (d) of this Section 10.17, or (iii) there is a breach of any of the representations and warranties or covenants under clauses (a) through (d) of this Section 10.17, and in each such case it is not appropriate to continue trade with the Japanese Borrower or the other Loan Parties, upon request from any Yen Revolving Lender (which shall be made through the Administrative Agent) to the Japanese Borrower and the other Loan Parties, all Obligations owed by the Japanese Borrower and the other Loan Parties to such Yen Revolving Lender arising under its Yen Revolving Commitment shall be accelerated and the Japanese Borrower and the other Loan Parties shall immediately perform such Obligations. Upon payment of any Obligations owing in accordance with clause (e) of this Section, the applicable Yen Revolving Lender's Yen Revolving Commitment shall terminate and it shall cease to be a party to this Agreement with respect to its Yen Revolving Commitment.

(m) The Japanese Borrower and each other Loan Party hereby waive and shall not assert any claim for any damages against any Yen Revolving Lender arising from this Section 10.17, including in the event that the Japanese Borrower and the other Loan Parties suffer any loss or damages due to the application of clause (e) thereof. Further, in the event any Yen Revolving Lender suffers any damages arising from this Section 10.17, the Credit Parties shall be responsible to such Yen Revolving Lender, and shall fully compensate such Yen Revolving Lender, for such damages.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

CHARLES RIVER LABORATORIES
INTERNATIONAL, INC.

By:____
Name:
Title:

CHARLES RIVER NEDERLAND B.V.

By:____
Name:
Title:

CHARLES RIVER UK LIMITED

By:____
Name:
Title:

CHARLES RIVER LABORATORIES JAPAN, INC.

By:____
Name:
Title:

CHARLES RIVER LABORATORIES LUXEMBOURG S.A.R.L.

By:____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
as a Lender, Issuing Bank and as Administrative Agent

By:____
Name:
Title:

J.P. MORGAN EUROPE LIMITED,
as Administrative Agent

By:____
Name:
Title:

JPMORGAN CHASE BANK, N.A., TOKYO BRANCH,
as Administrative Agent

By:____
Name:
Title:

BANK OF AMERICA, N.A.
as a Lender, Issuing Bank and as Co-Syndication Agent

By:____
Name:
Title:

RBS CITIZENS, NATIONAL ASSOCIATION,
as a Lender and as a Co-Syndication Agent

By:____
Name:
Title:

TD BANK, N.A.,
as a Lender and as a Co-Syndication Agent

By:____
Name:
Title:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as a Lender and as a Co-Syndication Agent

By:____
Name:
Title:

DNB BANK ASA, NEW YORK BRANCH
as a Co-Documentation Agent

By:____
Name:
Title:

DNB BANK ASA, CAYMAN ISLAND BRANCH
as a Lender

By:____
Name:
Title:

U.S. BANK, NATIONAL ASSOCIATION,
as a Lender and as a Co-Documentation Agent

By:____
Name:
Title:

[INSERT LENDER NAME], as a Lender

By:____
Name:
Title:

Exhibit 31.1

CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
AND RULE 13a-14(a)/15d-14(a) OF THE EXCHANGE ACT OF 1934

I, James C. Foster, Chief Executive Officer of Charles River Laboratories International, Inc. (the Company) certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended June 29, 2013 of the Company;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our new supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and

   d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: July 31, 2013

/s/ JAMES C. FOSTER

James C. Foster
Chairman, President and Chief Executive Officer
Charles River Laboratories International, Inc.

Exhibit 31.2

CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
AND RULE 13a-14(a)/15d-14(a) OF THE EXCHANGE ACT OF 1934

I, Thomas F. Ackerman, Corporate Executive Vice President and Chief Financial Officer of Charles River Laboratories International, Inc. (the Company) certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended June 29, 2013 of the Company;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and

   d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: July 31, 2013

/s/ THOMAS F. ACKERMAN

Thomas F. Ackerman
Corporate Executive Vice President and Chief Financial Officer
Charles River Laboratories International, Inc.

Exhibit 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report on Form 10-Q for the quarter ended June 29, 2013 of Charles River Laboratories International, Inc. (the "Company") as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, James C. Foster, Chairman, Chief Executive Officer and President of the Company, and Thomas F. Ackerman, Chief Financial Officer of the Company, each hereby certifies, to the best of his knowledge and pursuant to 18 U.S.C. Section 1350, that:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"); and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: July 31, 2013

/s/ JAMES C. FOSTER

Chairman, President and Chief Executive Officer
Charles River Laboratories International, Inc.

Dated: July 31, 2013

/s/ THOMAS F. ACKERMAN

Corporate Executive Vice President and Chief Financial Officer
Charles River Laboratories International, Inc.

This certification shall not be deemed "filed" for any purpose, nor shall it be deemed to be incorporated by reference into any filing under the Securities Act of 1933 or the Exchange Act.