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

FORM 10-Q

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

For the quarterly period ended March 31, 2014

Or

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

For the transition period from _____ to _____

Commission file number 001-13619

BROWN & BROWN, INC.
(Exact name of Registrant as specified in its charter)

Florida (State or other jurisdiction of incorporation or organization)		**59-0864469** (I.R.S. Employer Identification Number)
220 South Ridgewood Avenue, Daytona Beach, FL (Address of principal executive offices)		**32114** (Zip Code)

Registrant's telephone number, including area code: (386) 252-9601

Registrant's Website: www.bbinsurance.com

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, and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

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

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

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

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

The number of shares of the Registrant’s common stock, $.10 par value, outstanding as of May 5, 2014 was 144,974,572.

BROWN & BROWN, INC.

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Disclosure Regarding Forward-Looking Statements

Brown & Brown, Inc., together with its subsidiaries (collectively, "we," "Brown & Brown" or the "Company"), make "forward-looking statements" within the "safe harbor" provision of the Private Securities Litigation Reform Act of 1995, as amended, throughout this report and in the documents we incorporate by reference into this report. You can identify these statements by forward-looking words such as "may," "will," "should," "expect," "anticipate," "believe," "intend," "estimate," "plan" and "continue" or similar words. We have based these statements on our current expectations about future events. Although we believe the expectations expressed in the forward-looking statements included in this Form 10-Q and the reports, statements, information and announcements incorporated by reference into this report are based on reasonable assumptions within the bounds of our knowledge of our business, a number of factors could cause actual results to differ materially from those expressed in any forward-looking statements, whether oral or written, made by us or on our behalf. Many of these factors have previously been identified in filings or statements made by us or on our behalf. Important factors which could cause our actual results to differ materially from the forward-looking statements in this report include the following items, in addition to those matters described in Part I, Item 2 "Management's Discussion and Analysis of Financial Condition and Results of Operations":

- Projections of revenues, income, losses, cash flows, capital expenditures;
- Future prospects;
- Plans for future operations;
- Expectations of the economic environment;
- Material adverse changes in economic conditions in the markets we serve and in the general economy;
- Future regulatory actions and conditions in the states in which we conduct our business;
- Competition from others in the insurance agency, wholesale brokerage, insurance programs and service business;
- The occurrence of adverse economic conditions, an adverse regulatory climate, or a disaster in California, Florida, Georgia, Indiana, Kansas, Massachusetts, Michigan, New Jersey, New York, North Carolina, Oregon, Pennsylvania, Texas, Virginia and Washington, because a significant portion of business written by Brown & Brown is for customers located in these states;
- The integration of our operations with those of businesses or assets we have acquired, including our July 2013 acquisition of Beecher Carlson Holdings, Inc. ("Beecher Carlson") and our pending acquisition of The Wright Insurance Group, LLC ("Wright"), and the failure to realize the expected benefits of such acquisitions and integrations;
- Premium rates and exposure units set by insurance companies which have traditionally varied and are difficult to predict;
- Our ability to forecast liquidity needs through at least the end of 2014;
- Our ability to renew or replace expiring leases;
- Outcome of legal proceedings and governmental investigations;
- Policy cancellations which can be unpredictable;
- Potential changes to the tax rate that would affect the value of deferred tax assets and liabilities;
- The inherent uncertainty in making estimates, judgments, and assumptions in the preparation of financial statements in accordance with generally accepted accounting principles in the United States of America ("U.S. GAAP");
- The performance of acquired businesses and its effect on estimated acquisition earn-out payable; and
- Other risks and uncertainties as may be detailed from time to time in our public announcements and Securities and Exchange Commission ("SEC") filings.

Assumptions as to any of the foregoing and all statements are not based on historical fact, but rather reflect our current expectations concerning future results and events. Forward-looking statements that we make or that are made by others on our behalf are based on a knowledge of our business and the environment in which we operate, but because of the factors listed above, among others, actual results may differ from those in the forward-looking statements. Consequently, these cautionary statements qualify all of the forward-looking statements we make herein. We cannot assure you that the results or developments anticipated by us will be realized or, even if substantially realized, that those results or developments will result in the expected consequences for us or affect us, our business or our operations in the way we expect. We caution readers not to place undue reliance on these forward-looking statements, which speak only as of their dates. We assume no obligation to update any of the forward-looking statements.

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PART I — FINANCIAL INFORMATION

ITEM 1 — FINANCIAL STATEMENTS (UNAUDITED)

BROWN & BROWN, INC.

CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(UNAUDITED)

(in thousands, except per share data)	For the three months ended March 31, 2014	2013
REVENUES		
Commissions and fees	$362,007	$333,793
Investment income	103	186
Other income, net	1,484	1,033
Total revenues	363,594	335,012
EXPENSES		
Employee compensation and benefits	184,110	159,498
Non-cash stock-based compensation	7,515	3,850
Other operating expenses	52,461	46,339
Amortization	17,876	16,161
Depreciation	4,640	4,167
Interest	4,072	3,984
Change in estimated acquisition earn-out payables	6,083	1,522
Total expenses	276,757	235,521
Income before income taxes	86,837	99,491
Income taxes	34,422	39,360
Net income	$ 52,415	$ 60,131
Net income per share:		
Basic	$ 0.36	$ 0.42
Diluted	$ 0.36	$ 0.41
Dividends declared per share	$ 0.10	$ 0.09

See accompanying notes to condensed consolidated financial statements.

BROWN & BROWN, INC.

CONDENSED CONSOLIDATED BALANCE SHEETS
(UNAUDITED)

(in thousands, except per share data)	March 31, 2014	December 31, 2013
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 250,017	$ 202,952
Restricted cash and investments	252,872	250,009
Short-term investments	10,967	10,624
Premiums, commissions and fees receivable	404,471	395,915
Deferred income taxes	12,380	29,276
Other current assets	33,648	39,260
Total current assets	964,355	928,036
Fixed assets, net	74,576	74,733
Goodwill	2,006,491	2,006,173
Amortizable intangible assets, net	601,574	618,888
Other assets	27,293	21,678
Total assets	$3,674,289	$3,649,508
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities:		
Premiums payable to insurance companies	$ 532,240	$ 534,360
Premium deposits and credits due customers	91,395	80,959
Accounts payable	62,416	34,158
Accrued expenses and other liabilities	106,441	157,400
Current portion of long-term debt	—	100,000
Total current liabilities	792,492	906,877
Long-term debt	480,000	380,000
Deferred income taxes, net	285,514	291,704
Other liabilities	63,423	63,786
Shareholders' Equity:		
Common stock, par value $0.10 per share; authorized 280,000 shares; issued and outstanding 145,409 at 2014 and 145,419 at 2013	14,541	14,542
Additional paid-in capital	379,811	371,960
Retained earnings	1,658,508	1,620,639
Total shareholders' equity	2,052,860	2,007,141
Total liabilities and shareholders' equity	$3,674,289	$3,649,508

See accompanying notes to condensed consolidated financial statements.

BROWN & BROWN, INC.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)

(in thousands)	For the three months ended March 31, 2014	2013
Cash flows from operating activities:		
Net income	$ 52,415	$ 60,131
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization	17,876	16,161
Depreciation	4,640	4,167
Non-cash stock-based compensation	7,515	3,850
Change in estimated acquisition earn-out payables	6,083	1,522
Deferred income taxes	10,706	15,620
Income tax benefit from exercise of shares from the stock benefit plans	(2,258)	(252)
Net gain on sales of investments, fixed assets and customer accounts	(656)	(383)
Payments on acquisition earn-outs in excess of original estimated payables	—	(1,618)
Changes in operating assets and liabilities, net of effect from acquisitions and divestitures:		
Restricted cash and investments (increase)	(2,863)	(22,204)
Premiums, commissions and fees receivable (increase) decrease	(8,172)	262
Other assets decrease	128	12,919
Premiums payable to insurance companies (decrease) increase	(2,120)	36,586
Premium deposits and credits due customers increase (decrease)	10,436	(7,524)
Accounts payable increase	31,100	19,308
Accrued expenses and other liabilities (decrease) increase	(50,959)	5,788
Other liabilities (decrease)	(6,726)	(7,312)
Net cash provided by operating activities	67,145	137,021
Cash flows from investing activities:		
Additions to fixed assets	(4,727)	(2,947)
Payments for businesses acquired, net of cash acquired	(1,013)	(61)
Proceeds from sales of fixed assets and customer accounts	829	243
Purchases of investments	(5,421)	(1,629)
Proceeds from sales of investments	5,078	2,585
Net cash used in investing activities	(5,254)	(1,809)
Cash flows from financing activities:		
Payments on acquisition earn-outs	(615)	(2,701)
Income tax benefit from exercise of shares from the stock benefit plans	2,258	252
Issuances of common stock for employee stock benefit plans	720	625
Repurchase stock benefit plan shares for employees to fund tax withholdings	(2,643)	(50)
Cash dividends paid	(14,546)	(12,953)
Net cash used in financing activities	(14,826)	(14,827)
Net increase in cash and cash equivalents	47,065	120,385
Cash and cash equivalents at beginning of period	202,952	219,821
Cash and cash equivalents at end of period	$250,017	$340,206

See accompanying notes to condensed consolidated financial statements.

BROWN & BROWN, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

NOTE 1· Nature of Operations

Brown & Brown, Inc., a Florida corporation, and its subsidiaries (collectively, "Brown & Brown" or the "Company") is a diversified insurance agency, wholesale brokerage, insurance programs and services organization that markets and sells to its customers insurance products and services, primarily in the property and casualty area. Brown & Brown's business is divided into four reportable segments: the Retail Division, which provides a broad range of insurance products and services to commercial, public entity, professional and individual customers; the Wholesale Brokerage Division, which markets and sells excess and surplus commercial insurance and reinsurance, primarily through independent agents and brokers; the National Programs Division, which provides professional liability and related package products for certain professionals delivered through nationwide networks of independent agents, and markets targeted products and services designated for specific industries, trade groups, governmental entities and market niches; and the Services Division, which provides insurance-related services, including third-party claims administration and comprehensive medical utilization management services in both the workers' compensation and all-lines liability arenas, as well as Medicare set-aside services, Social Security disability and Medicare benefits advocacy services, and catastrophe claims adjusting services.

NOTE 2· Basis of Financial Reporting

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial information and with the instructions for Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. These unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and the notes thereto set forth in the Company's Annual Report on Form 10-K for the year ended December 31, 2013.

Results of operations for the three months ended March 31, 2014 are not necessarily indicative of the results that may be expected for the year ending December 31, 2014.

NOTE 3· Net Income Per Share

Effective in 2009, the Company adopted new Financial Accounting Standards Board ("FASB") authoritative guidance that states that unvested share-based payment awards that contain non-forfeitable rights to dividends or dividend equivalents are participating securities and, therefore, are included in computing earnings per share ("EPS") pursuant to the two-class method. The two-class method determines EPS for each class of common stock and participating securities according to dividends or dividend equivalents and their respective participation rights in undistributed earnings. Performance stock shares granted to employees under the Company's Performance Stock Plan and under the Company's Stock Incentive Plan are considered participating securities as they receive non-forfeitable dividend equivalents at the same rate as common stock.

Basic EPS is computed based on the weighted average number of common shares (including participating securities) issued and outstanding during the period. Diluted EPS is computed based on the weighted average number of common shares issued and outstanding plus equivalent shares, assuming the exercise of stock options. The dilutive effect of stock options is computed by application of the treasury-stock method. The following is a reconciliation between basic and diluted weighted average shares outstanding:

	For the three months ended March 31,	
(in thousands, except per share data)	2014	2013
Net income	$ 52,415	$ 60,131
Net income attributable to unvested awarded performance stock	(1,376)	(1,308)
Net income attributable to common shares	$ 51,039	$ 58,823
Weighted average number of common shares outstanding – basic	145,429	143,926
Less unvested awarded performance stock included in weighted average number of common shares outstanding – basic	(3,819)	(3,130)
Weighted average number of common shares outstanding for basic earnings per common share	141,610	140,796
Dilutive effect of stock options	1,699	2,151
Weighted average number of shares outstanding – diluted	143,309	142,947
Net income per share:		
Basic	$ 0.36	$ 0.42
Diluted	$ 0.36	$ 0.41

NOTE 4· Business Combinations

Acquisitions in 2014

During the three months ended March 31, 2014, Brown & Brown acquired the assets and assumed certain liabilities of one insurance intermediary. Additionally, miscellaneous adjustments were recorded to the purchase price allocation of certain acquisitions completed within the last twelve months as permitted by ASC Topic 805 — *Business Combinations* ("ASC 805"). The aggregate purchase price of the acquisition and the miscellaneous adjustments totaled $1,324,000, including $1,013,000 of cash payments, the assumption of $31,000 of liabilities and $280,000 of recorded earn-out payables. This acquisition was acquired primarily to expand Brown & Brown's core business and to attract and hire high-quality individuals. Acquisition purchase prices are typically based on a multiple of average annual operating profit earned over a one- to three-year period within a minimum and maximum price range. The recorded purchase price for all acquisitions consummated after January 1, 2009 included an estimation of the fair value of liabilities associated with any potential earn-out provisions. Subsequent changes in the fair value of earn-out obligations will be recorded in the Consolidated Statement of Income when incurred.

The fair value of earn-out obligations is based on the present value of the expected future payments to be made to the sellers of the acquired businesses in accordance with the provisions outlined in the respective purchase agreements. In determining fair value, the acquired business's future performance is estimated using financial projections developed by management for the acquired business and reflects market participant assumptions regarding revenue growth and/or profitability. The expected future payments are estimated on the basis of the earn-out formula and performance targets specified in each purchase agreement compared to the associated financial projections. These payments are then discounted to present value using a risk-adjusted rate that takes into consideration the likelihood that the forecasted earn-out payments will be made.

Based on the acquisition date and the complexity of the underlying valuation work, certain amounts included in the Company's Condensed Consolidated Financial Statements may be provisional and thus subject to further adjustments within the permitted measurement period, as defined in ASC 805. For the three months ended March 31, 2014, several adjustments were made within the permitted measurement period that resulted in an increase in the aggregate purchase price of the affected acquisitions of $21,000 relating to the assumption of certain liabilities.

The following table summarizes the aggregate purchase price allocations made as of the date of acquisition for the current-year acquisition and adjustments made during the measurement period for prior-year acquisitions:

(in thousands)

Name	Business Segment	Date of Acquisition	Cash Paid	Recorded Earn-out Payable	Net Assets Acquired
Acquisition	Retail	Various	$1,013	$ 280	$ 1,293

The following table summarizes the adjustments made to the estimated fair values along with the aggregate assets and liabilities acquired as of the date of each acquisition:

(in thousands)	
Other current assets	$ 384
Fixed assets	4
Goodwill	318
Purchased customer accounts	607
Non-compete agreements	11
Total assets acquired	1,324
Other current liabilities	(31)
Net assets acquired	$1,293

The weighted average useful lives for the acquired amortizable intangible assets are as follows: purchased customer accounts, 15.0 years; and non-compete agreements, 5.0 years.

Goodwill of $318,000, was allocated to the Retail Division. Of the total goodwill of $318,000, $38,000 is currently deductible for income tax purposes and $280,000 is non-deductible as it relates to the earn-out payables and will not be deductible until it is earned and paid.

The results of operations for the acquisition completed during 2014 have been combined with those of the Company since the acquisition date. The total revenues and income before income taxes from the acquisition completed through March 31, 2014, included in the Condensed Consolidated Statement of Income for the three months ended March 31, 2014, were $6,000 and $1,000, respectively. If the acquisition had occurred as of the beginning of the period, the Company's results of operations would be as shown in the following table. These unaudited pro forma results are not necessarily indicative of the actual results of operations that would have occurred had the acquisition actually been made at the beginning of the respective periods.

(UNAUDITED) **(in thousands, except per share data)**	**For the three months ended March 31,**	
	2014	**2013**
Total revenues	$363,739	$335,253
Income before income taxes	$ 86,883	$ 99,566
Net income	$ 52,443	$ 60,176
Net income per share:		
Basic	$ 0.36	$ 0.42
Diluted	$ 0.36	$ 0.41
Weighted average number of shares outstanding:		
Basic	141,610	140,796
Diluted	143,309	142,947

Acquisitions in 2013

During the three months ended March 31, 2013, Brown & Brown did not acquire any insurance intermediaries, however there were miscellaneous adjustments to the purchase price allocation of certain prior acquisitions acquired within the then-preceding twelve months as permitted by ASC 805. Acquisition purchase prices are typically based on a multiple of average annual operating profit earned over a one- to three-year period within a minimum and maximum price range. The recorded purchase price for all acquisitions consummated after January 1, 2009 included an estimation of the fair value of liabilities associated with any potential earn-out provisions. Subsequent changes in the fair value of earn-out obligations will be recorded in the consolidated statement of income when incurred.

The fair value of earn-out obligations is based on the present value of the expected future payments to be made to the sellers of the acquired businesses in accordance with the provisions outlined in the respective purchase agreements. In determining fair value, the acquired business's future performance is estimated using financial projections developed by management for the acquired business and reflects market participant assumptions regarding revenue growth and/or profitability. The expected future payments are estimated on the basis of the earn-out formula and performance targets specified in each purchase agreement compared to the associated financial projections. These payments are then discounted to present value using a risk-adjusted rate that takes into consideration the likelihood that the forecasted earn-out payments will be made.

Based on the acquisition date and the complexity of the underlying valuation work, certain amounts included in the Company's Condensed Consolidated Financial Statements may be provisional and thus subject to further adjustments within the permitted measurement period, as defined in ASC 805. For the three months ended March 31, 2013, several adjustments were made within the permitted measurement period that resulted in reduction of the aggregate purchase price of the affected acquisitions by $1,071,000, including $61,000 of cash payments, a reduction of $454,000 in other payables, the assumption of $43,000 of liabilities and the reduction of $721,000 in recorded earn-out payables.

The following table summarizes the adjustments made to the aggregate purchase price allocations as of the date of each acquisition:

(in thousands)

Name	Business Segment	2012 Date of Acquisition	Cash Paid	Other Payable	Recorded Earn-out Payable	Net Assets Acquired
Arrowhead General Insurance Agency Superholding Corporation	National Programs; Services	January 9	$—	$ (454)	$ —	$ (454)
Insurcorp & GGM Investments LLC	Retail	May 1	—	—	(834)	(834)
Richard W. Endlar Insurance Agency, Inc.	Retail	May 1	—	—	220	220
Texas Security General Insurance Agency, Inc.	Wholesale/ Brokerage	Sept 1	—	—	(107)	(107)
Other	Various	Various	61	—	—	61
Total			$ 61	$ (454)	$ (721)	$ (1,114)

The following table summarizes the adjustments made to the estimated fair values of the aggregate assets and liabilities acquired as of the date of each acquisition:

(in thousands)	Arrowhead	Insurcorp	Endlar	Texas Security	Other	Total
Other current assets	$ —	$ —	$ —	$ 25	$ 1,419	$ 1,444
Goodwill	(454)	(566)	216	(843)	(1,214)	(2,861)
Purchased customer accounts	—	(268)	4	708	(98)	346
Total assets acquired	(454)	(834)	220	(110)	107	(1,071)
Other current liabilities	—	—	—	3	(46)	(43)
Net assets acquired	$ (454)	$ (834)	$ 220	$ (107)	$ 61	$(1,114)

ASC 805 is the authoritative guidance requiring an acquirer to recognize 100% of the fair values of acquired assets, including goodwill, and assumed liabilities (with only limited exceptions) upon initially obtaining control of an acquired entity. Additionally, the fair value of contingent consideration arrangements (such as earn-out purchase arrangements) at the acquisition date must be included in the purchase price consideration. As a result, the recorded purchase prices for all acquisitions consummated after January 1, 2009 include an estimation of the fair value of liabilities associated with any potential earn-out provisions. Subsequent changes in these earn-out obligations will be recorded in the consolidated statement of income when incurred. Potential earn-out obligations are typically based upon future earnings of the acquired entities, usually between one and three years.

As of March 31, 2014 and 2013, the fair values of the estimated acquisition earn-out payables were re-evaluated and measured at fair value on a recurring basis using unobservable inputs (Level 3). The resulting additions, payments, and net changes, as well as the interest expense accretion on the estimated acquisition earn-out payables, for the three months ended March 31, 2014 and 2013, were as follows:

	For the three months ended March 31,	
(in thousands)	2014	2013
Balance as of the beginning of the period	$43,058	$52,987
Additions to estimated acquisition earn-out payables	280	(721)
Payments for estimated acquisition earn-out payables	(615)	(4,319)
Subtotal	42,723	47,947
Net change in earnings from estimated acquisition earn-out payables:		
Change in fair value on estimated acquisition earn-out payables	5,603	997
Interest expense accretion	480	525
Net change in earnings from estimated acquisition earn-out payables	6,083	1,522
Balance as of March 31	$48,806	$49,469

Of the $48,806,000 estimated acquisition earn-out payables as of March 31, 2014, $18,171,000 was recorded as accounts payable and $30,635,000 was recorded as other non-current liabilities.

As of March 31, 2014, the maximum future contingency payments related to all acquisitions totaled $125,006,000, all of which relates to acquisitions consummated subsequent to January 1, 2009.

NOTE 5· Goodwill

Goodwill is subject to at least an annual assessment for impairment by applying a fair value-based test. Brown & Brown completed its most recent annual assessment as of November 30, 2013, and identified no impairment as a result of the evaluation.

The changes in the carrying value of goodwill by operating segment for the three months ended March 31, 2014 are as follows:

(in thousands)	Retail	National Programs	Wholesale Brokerage	Services	Total
Balance as of January 1, 2014	$1,131,257	$467,144	$287,242	$120,530	$2,006,173
Goodwill of acquired businesses	318	—	—	—	318
Balance as of March 31, 2014	$1,131,575	$467,144	$287,242	$120,530	$2,006,491

NOTE 6· Amortizable Intangible Assets

Amortizable intangible assets at March 31, 2014 and December 31, 2013, consisted of the following:

	March 31, 2014				December 31, 2013			
(in thousands)	Gross Carrying Value	Accumulated Amortization	Net Carrying Value	Weighted Average Life (years)(1)	Gross Carrying Value	Accumulated Amortization	Net Carrying Value	Weighted Average Life (years)(1)
Purchased customer accounts	$1,121,150	$ (522,671)	$598,479	14.9	$1,120,719	$ (505,137)	$615,582	14.9
Non-compete agreements	28,126	(25,031)	3,095	7.0	28,115	(24,809)	3,306	7.0
Total	$1,149,276	$ (547,702)	$601,574		$1,148,834	$ (529,946)	$618,888	

Amortization expense for amortizable intangible assets for the years ending December 31, 2014, 2015, 2016, 2017 and 2018 is estimated to be $71,330,000, $70,047,000, $65,516,000, $62,807,000, and $57,482,000, respectively.

(1) Weighted average life calculated as of the date of acquisition.

NOTE 7· Long-Term Debt

Long-term debt at March 31, 2014 and December 31, 2013, consisted of the following:

(in thousands)	2014	2013
Unsecured senior notes	$480,000	$ 480,000
Revolving credit facilities	—	—
Total debt	480,000	480,000
Less current portion	—	(100,000)
Long-term debt	$480,000	$ 380,000

In July 2004, the Company completed a private placement of $200.0 million of unsecured senior notes (the “Notes”). The $200.0 million was divided into two series: (1) Series A, which closed on September 15, 2004, for $100.0 million due in 2011 and bore interest at 5.57% per year; and (2) Series B, which closed on July 15, 2004, for $100.0 million due in 2014 and bearing interest at 6.08% per year. The Company has used the proceeds from the Notes for general corporate purposes, including acquisitions and repayment of existing debt. On September 15, 2011, the $100.0 million of Series A Notes were redeemed on their normal maturity date through use of funds from the Master Agreement (defined below). As of March 31, 2014 and December 31, 2013, there was an outstanding balance on the Series B Notes of $100.0 million. It is management’s intention to pay off the Series B Notes with the proceeds of the new credit facility finalized in April 2014 (as described in the Note 11, Subsequent Events).

On December 22, 2006, the Company entered into a Master Shelf and Note Purchase Agreement (the “Master Agreement”) with a national insurance company (the “Purchaser”). On September 30, 2009, the Company and the Purchaser amended the Master Agreement to extend the term of the agreement until August 20, 2012. The Purchaser also purchased Notes issued by the Company in 2004. The Master Agreement provides for a $200.0 million private uncommitted “shelf” facility for the issuance of senior unsecured notes over a three-year period, with interest rates that may be fixed or floating and with such maturity dates, not to exceed ten years, as the parties may determine. The Master Agreement includes various covenants, limitations and events of default similar to the Notes issued in 2004. The initial issuance of notes under the Master Agreement occurred on December 22, 2006, through the issuance of $25.0 million in Series C Senior Notes due December 22, 2016, with a fixed interest rate of 5.66% per year. On February 1, 2008, $25.0 million in Series D Senior Notes due January 15, 2015, with a fixed interest rate of 5.37% per year, were issued. On September 15, 2011, and pursuant to a Confirmation of Acceptance, dated January 21, 2011 (the “Confirmation”), in connection with the Master Agreement, $100.0 million in Series E Senior Notes were issued and are due September 15, 2018, with a fixed interest rate of 4.50% per year. The Series E Senior Notes were issued for the sole purpose of retiring the Series A Senior Notes. As of March 31, 2014, and December 31, 2013, there was an outstanding debt balance issued under the provisions of the Master Agreement of $150.0 million.

On October 12, 2012, the Company entered into a Master Note Facility Agreement (the “New Master Agreement”) with another national insurance company (the “New Purchaser”). The New Purchaser also purchased Notes issued by the Company in 2004. The New Master Agreement provides for a $125.0 million private uncommitted “shelf” facility for the issuance of unsecured senior notes over a three-year period, with interest rates that may be fixed or floating and with such maturity dates, not to exceed ten years, as the parties may determine. The New Master Agreement includes various covenants, limitations and events of default similar to the Master Agreement. At March 31, 2014 and December 31, 2013, there were no borrowings against this facility.

On January 9, 2012, the Company entered into: (1) an amended and restated revolving and term loan credit agreement (the “SunTrust Agreement”) with SunTrust Bank (“SunTrust”) that provides for (a) a $100.0 million term loan (the “SunTrust Term Loan”) and (b) a $50.0 million revolving line of credit (the “SunTrust Revolver”) and (2) a $50.0 million promissory note (the “JPM Note”) in favor of JPMorgan Chase Bank, N.A. (“JPMorgan”), pursuant to a letter agreement executed by JP Morgan (together with the JPM Note, the “JPM Agreement”) that provided for a $50.0 million uncommitted line of credit bridge facility (the “JPM Bridge Facility”). The SunTrust Term Loan, the SunTrust Revolver and the JPM Bridge Facility were each funded on January 9, 2012, and provided the financing for the Arrowhead acquisition. The SunTrust Agreement amended and restated the Prior Loan Agreement. The SunTrust Revolver and JPM Bridge Facility were paid off by the JPM Term Loan (defined below).

The maturity date for the SunTrust Term Loan and the SunTrust Revolver is December 31, 2016, at which time all outstanding principal and unpaid interest will be due. Both the SunTrust Term Loan and the SunTrust Revolver may be increased by up to $50.0 million (bringing the total amount available to $150.0 million for the SunTrust Term Loan and $100.0 million for the SunTrust Revolver). The calculation of interest and fees for the SunTrust Agreement is generally based on the Company's funded debt-to-EBITDA ratio. Interest is charged at a rate equal to 1.00% to 1.40% above LIBOR or 1.00% below the Base Rate, each as more fully described in the SunTrust Agreement. Fees include an up-front fee, an availability fee of 0.175% to 0.25%, and a letter of credit margin fee of 1.00% to 1.40%. The obligations under the SunTrust Term Loan and SunTrust Revolver are unsecured and the SunTrust Agreement includes various covenants, limitations and events of default that are customary for similar facilities for similar borrowers and that are substantially similar to those contained in the Prior Loan Agreement. As of March 31, 2014 and December 31, 2013, there was an outstanding balance of $100.0 million under the SunTrust Term Loan.

The maturity date for the JPM Bridge Facility was February 3, 2012, at which time all outstanding principal and unpaid interest would have been due. On January 26, 2012, the Company entered into a term loan agreement (the "JPM Agreement") with JPMorgan that provided for a $100.0 million term loan (the "JPM Term Loan"). The JPM Term Loan was fully funded on January 26, 2012, and provided the financing to fully repay (1) the JPM Bridge Facility and (2) the SunTrust Revolver. As a result of the January 26, 2012 financing and repayments, the JPM Bridge Facility was terminated and the SunTrust Revolver's amount outstanding was reduced to zero. At March 31, 2014 and December 31, 2013, there were no borrowings against the SunTrust Revolver.

The maturity date for the JPM Term Loan is December 31, 2016, at which time all outstanding principal and unpaid interest will be due. Interest is charged at a rate equal to the Alternative Base Rate or 1.00% above the Adjusted LIBOR Rate, each as more fully described in the JPM Agreement. Fees include an up-front fee. The obligations under the JPM Term Loan are unsecured and the JPM Agreement includes various covenants, limitations and events of default that are customary for similar facilities for similar borrowers. As of March 31, 2014 and December 31, 2013, there was an outstanding balance of $100.0 million under the JPM Term Loan.

On July 1, 2013, in conjunction with the acquisition of Beecher Carlson, the Company entered into: (1) a revolving loan agreement (the "Wells Fargo Agreement") with Wells Fargo Bank, N.A. that provides for a $50.0 million revolving line of credit (the "Wells Fargo Revolver") and (2) a term loan agreement (the "Bank of America Agreement") with Bank of America, N.A. ("Bank of America") that provides for a $30.0 million term loan (the "Bank of America Term Loan").

The maturity date for the Wells Fargo Revolver is December 31, 2016, at which time all outstanding principal and unpaid interest will be due. The Wells Fargo Revolver may be increased by up to $50.0 million (bringing the total amount available to $100.0 million). The calculation of interest and fees for the Wells Fargo Agreement is generally based on the Company's funded debt-to-EBITDA ratio. Interest is charged at a rate equal to 1.00% to 1.40% above LIBOR or 1.00% below the Base Rate, each as more fully described in the Wells Fargo Agreement. Fees include an up-front fee, an availability fee of 0.175% to 0.25%, and a letter of credit margin fee of 1.00% to 1.40%. The obligations under the Wells Fargo Revolver are unsecured and the Wells Fargo Agreement includes various covenants, limitations and events of default that are customary for similar facilities for similar borrowers. The Wells Fargo Revolver was drawn down in the amount of $30.0 million on July 1, 2013. There were no borrowings against the Wells Fargo Revolver as of March 31, 2014 and December 31, 2013.

The maturity date for the Bank of America Term Loan is December 31, 2016, at which time all outstanding principal and unpaid interest will be due. The calculation of interest for the Bank of America Agreement is generally based on the Company's fixed charge coverage ratio. Interest is charged at a rate equal to the Alternative Base Rate or 1.00% to 1.40% above the Adjusted LIBOR Rate, each as more fully described in the Bank of America Agreement. Fees include an up-front fee. The obligations under the Bank of America Term Loan are unsecured and the Bank of America Agreement includes various covenants, limitations and events of default that are customary for similar facilities for similar borrowers. The Bank of America Term Loan was funded in the amount of $30.0 million on July 1, 2013. As of March 31, 2014 and December 31, 2013 there was an outstanding balance of $30.0 million under the Bank of America Term Loan.

The 30-day LIBOR and Adjusted LIBOR Rate as of March 31, 2014 were 0.15% and 0.19%, respectively.

The Notes, the Master Agreement, the SunTrust Agreement and the JPM Agreement all require the Company to maintain certain financial ratios and comply with certain other covenants. The Company was in compliance with all such covenants as of March 31, 2014 and December 31, 2013.

On April 17, 2014, as described in the Subsequent Events footnote, the Company entered into a credit agreement with JPMorgan Chase Bank, N.A. as administrative agent and certain other banks as co-syndication agents and co-documentation agents (the "Credit Agreement"). The Credit Agreement in the amount of $1,350.0 million provides for an unsecured revolving credit facility in the initial amount of $800.0 million and unsecured term loans in the initial amount of $550.0 million, either or both of which may, subject to lenders' discretion, potentially be increased by up to $500.0 million (the "Facility"). The Facility terminates on April 16, 2019, but either or both of the revolving credit facility and the term loans may be extended for two additional one-year periods at the Company's request and at the discretion of the respective lenders. Interest and facility fees in respect to the Facility are based on the better of the Company's net debt leverage ratio or a non-credit enhanced senior unsecured long-term debt rating. Based on the Company's net debt leverage ratio, the rates of interest for the first two quarters will be 1.375% above the adjusted LIBOR rate for outstanding amounts drawn under the revolving loans and term loans. There are fees included in the facility fee based on the revolving credit commitments of the lenders (whether used or unused) and letter of credit fees based on the amounts of outstanding secured or unsecured letters of credit. The Facility includes various covenants, limitations and events of default customary for similar facilities for similarly rated borrowers. As of the date of filing this Form 10-Q, there are no amounts outstanding under the Facility.

See Note 11, Subsequent Events, for further description of the new credit facility entered into by the Company in April 2014.

NOTE 8· Supplemental Disclosures of Cash Flow Information and Non-Cash Financing and Investing Activities

(in thousands)	For the three months ended March 31, 2014	2013
Cash paid during the period for:		
Interest	$ 5,230	$ 4,827
Income taxes	$ 1,532	$ 5,379

Brown & Brown's significant non-cash financing and investing activities are summarized as follows:

(in thousands)	For the three months ended March 31, 2014	2013
Other payable issued for purchased customer accounts	$ —	$ 172
Estimated acquisition earn-out payables and related charges	$ 280	$ (721)
Notes received on the sale of fixed assets and customer accounts	$ 131	$ 126

NOTE 9· Legal and Regulatory Proceedings

The Company is involved in numerous pending or threatened proceedings by or against Brown & Brown, Inc. or one or more of its subsidiaries that arise in the ordinary course of business. The damages that may be claimed against the Company in these various proceedings are in some cases substantial, including in many instances claims for punitive or extraordinary damages. Some of these claims and lawsuits have been resolved, others are in the process of being resolved and others are still in the investigation or discovery phase. The Company will continue to respond appropriately to these claims and lawsuits and to vigorously protect its interests.

Although the ultimate outcome of such matters cannot be ascertained and liabilities in indeterminate amounts may be imposed on Brown & Brown, Inc. or its subsidiaries, on the basis of present information, availability of insurance and legal advice, it is the opinion of management that the disposition or ultimate determination of such claims will not have a material adverse effect on the Company's consolidated financial position. However, as (i) one or more of the Company's insurance companies could take the position that portions of these claims are not covered by the Company's insurance, (ii) to the extent that payments are made to resolve claims and lawsuits, applicable insurance policy limits are eroded, and (iii) the claims and lawsuits relating to these matters are continuing to develop, it is possible that future results of operations or cash flows for any particular quarterly or annual period could be materially affected by unfavorable resolutions of these matters.

NOTE 10· Segment Information

Brown & Brown's business is divided into four reportable segments: the Retail Division, which provides a broad range of insurance products and services to commercial, public and quasi-public entities, and to professional and individual customers; the National Programs Division, which provides professional liability and related package products for certain professionals delivered through nationwide networks of independent agents, and markets targeted products and services designed for specific industries, trade groups, public and quasi-public entities, and market niches; the Wholesale Brokerage Division, which markets and sells excess and surplus commercial and personal lines insurance, and reinsurance, primarily through independent agents and brokers; and the Services Division, which provides insurance-related services, including third-party claims administration and comprehensive medical utilization management services in both the workers' compensation and all-lines liability arenas, as well as Medicare set-aside services, Social Security disability and Medicare benefits advocacy services and catastrophe claims adjusting services.

Brown & Brown conducts all of its operations within the United States of America, except for one wholesale brokerage operation based in London, England, and retail operations in Bermuda and the Cayman Islands. These operations earned $2.4 million and $3.0 million of total revenues for the three months ended March 31, 2014 and 2013, respectively. Additionally, these operations earned $12.2 million of total revenues for the year ended December 31, 2013. Long-lived assets held outside of the United States during the three months ended March 31, 2014 and 2013 were not material.

The accounting policies of the reportable segments are the same as those described in Note 1 of the Company's Annual Report on Form 10-K for the year ended December 31, 2013. Brown & Brown evaluates the performance of its segments based upon revenues and income before income taxes. Inter-segment revenues are eliminated.

Summarized financial information concerning Brown & Brown's reportable segments is shown in the following table. The "Other" column includes any income and expenses not allocated to reportable segments and corporate-related items, including the inter-company interest expense charge to the reporting segment.

	For the three months ended March 31, 2014					
(in thousands)	Retail	National Programs	Wholesale Brokerage	Services	Other	Total
Total revenues	$ 202,691	$ 74,170	$ 55,020	$ 31,642	$ 71	$ 363,594
Investment income	$ 16	$ 5	$ 4	$ 2	$ 76	$ 103
Amortization	$ 10,151	$ 3,775	$ 2,883	$ 1,057	$ 10	$ 17,876
Depreciation	$ 1,584	$ 1,467	$ 650	$ 463	$ 476	$ 4,640
Interest expense	$ 10,713	$ 5,441	$ 419	$ 1,970	$ (14,471)	$ 4,072
Income before income taxes	$ 41,245	$ 16,123	$ 12,738	$ 2,815	$ 13,916	$ 86,837
Total assets	$3,032,674	$1,338,120	$940,604	$276,219	$(1,913,328)	$3,674,289
Capital expenditures	$ 2,112	$ 1,698	$ 482	$ 291	$ 144	$ 4,727

	For the three months ended March 31, 2013					
(in thousands)	Retail	National Programs	Wholesale Brokerage	Services	Other	Total
Total revenues	$ 174,568	$ 68,940	$ 48,697	$ 42,647	$ 160	$ 335,012
Investment income	$ 23	$ 5	$ 5	$ 1	$ 152	$ 186
Amortization	$ 8,811	$ 3,519	$ 2,897	$ 924	$ 10	$ 16,161
Depreciation	$ 1,371	$ 1,248	$ 707	$ 397	$ 444	$ 4,167
Interest expense	$ 6,200	$ 5,694	$ 755	$ 1,921	$ (10,586)	$ 3,984
Income before income taxes	$ 46,211	$ 14,012	$ 10,362	$ 13,953	$ 14,953	$ 99,491
Total assets	$2,483,391	$1,194,383	$882,273	$248,882	$(1,578,569)	$3,230,360
Capital expenditures	$ 1,335	$ 892	$ 536	$ 119	$ 65	$ 2,947

NOTE 11· Subsequent Events

On January 15, 2014, Brown & Brown entered into a merger agreement (the "Agreement") to acquire Wright. Under the Agreement, the merger was subject to certain closing conditions including the receipt of required regulatory approvals for the transaction (including the approval of antitrust authorities necessary to complete the acquisition). Under the merger agreement, Wright's equity interests will be converted into the rights to receive cash equal, collectively, to $602.5 million.

In addition, Wright's equity holders may receive additional consideration of up to $37.5 million in cash in the event of the closing of certain acquisition transactions by the Company and its affiliates prior to July 15, 2015.

On April 17, 2014, the Company entered into a credit agreement (the "Credit Agreement"). The Credit Agreement provides for an unsecured revolving credit facility in the initial amount of $800.0 million and unsecured term loans in the initial amount of $550.0 million, either or both of which may, subject to lenders' discretion, potentially be increased up to an aggregate amount of $1.85 billion (the "Facility"). The Facility also includes the ability to issue letters of credit and to utilize swing line loans. The revolving facility is repayable in five years and the term loans are repayable over the five-year term from the date of first funding, which is expected to occur in the second quarter of 2014 in connection with the closing of the Company's acquisition of Wright. The Facility terminates on April 16, 2019, but either or both of the revolving credit facility and the term loans may be extended for two additional one-year periods at the request of the Company and at the discretion of the respective lenders.

Proceeds from the Facility are expected to be utilized to repay the long-term debt of $230 million outstanding in connection with the JPM Term Loan, the Bank of America Term Loan and SunTrust Term Loan (See Note 7, Long-Term Debt, for a description of these arrangements). Each of these banks is participating in the Facility. Also, the Company currently expects to repay the $100.0 million owed pursuant to the Series B Notes as well as amounts outstanding under other existing credit facilities with the proceeds of the new credit facility.

Interest and facility fees in respect to the Facility are based on the better of the Company's net debt leverage ratio or a non-credit enhanced senior unsecured long-term debt rating. Based on the Company's net debt leverage ratio, the rates of interest for the first two quarters will be 1.375% above the adjusted LIBOR rate for the revolving loans and term loans. There are fees included in the facility fee based on the revolving credit commitments of the lenders (whether used or unused) and letter of credit fees based on the amounts of outstanding secured or unsecured letters of credit.

The Facility includes various covenants, limitations and events of default customary for similar facilities for similarly rated borrowers. As of the date of filing this Form 10-Q, there are no amounts outstanding under the Facility.

ITEM 2 — MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

THE FOLLOWING DISCUSSION UPDATES THE MD&A CONTAINED IN THE COMPANY'S ANNUAL REPORT ON FORM 10-K FOR THE FISCAL YEAR ENDED DECEMBER 31, 2013, AND THE TWO DISCUSSIONS SHOULD BE READ TOGETHER.

GENERAL

We are a diversified insurance agency, wholesale brokerage, insurance programs and services organization headquartered in Daytona Beach and Tampa, Florida. As an insurance intermediary, our principal sources of revenue are commissions paid by insurance companies and, to a lesser extent, fees paid directly by customers. Commission revenues generally represent a percentage of the premium paid by an insured and are materially affected by fluctuations in both premium rate levels charged by insurance companies and the insureds' underlying "insurable exposure units," which are units that insurance companies use to measure or express insurance exposed to risk (such as property values, or sales and payroll levels) to determine what premium to charge the insured. Insurance companies establish these premium rates based upon many factors, including reinsurance rates paid by such insurance companies, none of which we control.

The volume of business from new and existing customers, fluctuations in insurable exposure units and changes in general economic and competitive conditions all affect our revenues. For example, level rates of inflation or a general decline in economic activity could limit increases in the values of insurable exposure units. Conversely, the increasing costs of litigation settlements and awards have caused some customers to seek higher levels of insurance coverage. Historically, our revenues have typically grown as a result of, among other things, our focus on net new business growth and acquisitions.

We attempt to foster a strong, decentralized sales culture with a goal of consistent, sustained growth over the long term.

We increased revenues every year from 1993 to 2013, with the exception of 2009, when our revenues dropped 1.0%. Our revenues grew from $95.6 million in 1993 to $1.4 billion in 2013, reflecting a compound annual growth rate of 14.2%. In the same 20-year period, we increased net income from $8.0 million to $217.1 million in 2013, a compound annual growth rate of 17.9%.

The years 2007 through 2011 posed significant challenges for us and for our industry in the form of a prevailing decline in insurance premium rates, commonly referred to as a "soft market" and increased significant governmental involvement in the Florida insurance marketplace which resulted in a substantial loss of revenues for us. Additionally, beginning in the second half of 2008 and throughout 2011, there was a general decline in insurable exposure units as the consequence of the general weakening of the economy in the United States. As a result, from the first quarter of 2007 through the fourth quarter of 2011 we experienced negative internal revenue growth each quarter. The continued declining exposure units during 2011 and 2010 had a greater negative impact on our commissions and fees revenues than declining insurance premium rates.

Beginning in the first quarter of 2012, many insurance premium rates began to slightly increase. Additionally, in the second quarter of 2012, the general declines in insurable exposure units started to flatten and these exposure units subsequently began to gradually increase during the year. With certain limited exceptions, these trends have continued through 2013 and the first quarter of 2014.

For the three months ended March 31, 2014, our consolidated internal revenue growth rate declined 1.6%, but excluding the impact of revenues associated with Hurricane Sandy in the first quarter of 2013, our consolidated internal growth rate was 3.9% and each of our four divisions recorded positive internal revenue growth. In the event that the gradual increases in insurance premium rates and insurable exposure units that occurred in 2013 and in the first quarter of 2014 continue for the remainder of 2014, we believe we will continue to see positive quarterly internal revenue growth rates for the remaining nine months of 2014.

We also earn “profit-sharing contingent commissions,” which are profit-sharing commissions based primarily on underwriting results, but which may also reflect considerations for volume, growth and/or retention. These commissions are primarily received in the first and second quarters of each year, based on the aforementioned considerations for the prior year(s). Over the last three years, profit-sharing contingent commissions have averaged approximately 4.4% of the previous year’s total commissions and fees revenue. Profit-sharing contingent commissions are typically included in our total commissions and fees in the Consolidated Statement of Income in the year received. The term “core commissions and fees” excludes profit-sharing contingent commissions and guaranteed supplemental commissions, and therefore represents the revenues earned directly from specific insurance policies sold, and specific fee-based services rendered. In contrast, the term “core organic commissions and fees” is our core commissions and fees less (i) the core commissions and fees earned for the first twelve months by newly-acquired operations and (ii) divested business (core commissions and fees generated from offices, books of business or niches sold or terminated during the comparable period). “Core organic commissions and fees” are reported in this manner in order to express the current year’s core commissions and fees on a comparable basis with the prior year’s core commissions and fees. The resulting net change reflects the aggregate changes attributable to (i) net new and lost accounts, (ii) net changes in our clients’ exposure units, and (iii) net changes in insurance premium rates. The net changes in each of these three components can be determined for each of our customers. However, because our agency management accounting systems do not aggregate such data, it is not reportable. Core organic commissions and fees can reflect either “positive” growth with a net increase in revenues, or “negative” growth with a net decrease in revenues.

Beginning a few years ago, five to six national insurance companies replaced their loss-ratio based profit-sharing contingent commission agreements with new guaranteed fixed-base agreements, referred to as “Guaranteed Supplemental Commissions” (“GSCs”). For 2013, only four national insurance companies still used GSCs in lieu of loss-ratio based profit-sharing contingent commissions. Since GSCs are not subject to the uncertainty of loss ratios, they are accrued throughout the year based on actual premiums written. As of December 31, 2013, we accrued and earned $8.3 million of GSCs during 2013, most of which were collected in the first quarter of 2014. For the three-month periods ended March 31, 2014 and 2013, we earned $2.9 million and $2.2 million, respectively, from GSCs.

Fee revenues relate to fees negotiated in lieu of commissions, which are recognized as services are rendered. Fee revenues have historically been generated primarily by: (1) our Services Division, which provides insurance-related services, including third-party claims administration and comprehensive medical utilization management services in both the workers’ compensation and all-lines liability arenas, as well as Medicare set-aside services, Social Security disability and Medicare benefits advocacy services, and catastrophe claims adjusting services, and (2) our National Programs and Wholesale Brokerage Divisions, which earn fees primarily for the issuance of insurance policies on behalf of insurance companies. These services are provided over a period of time, typically one year. However, in conjunction with our July 1, 2013 acquisition of Beecher Carlson, which has a primary focus on large customers that generally pay us fees directly. Fee revenues, on a consolidated basis, as a percentage of our total commissions and fees, represented 23.1% in 2013, 21.7% in 2012 and 16.4% in 2011.

Historically, investment income has consisted primarily of interest earnings on premiums and advance premiums collected and held in a fiduciary capacity before being remitted to insurance companies. Our policy is to invest available funds in high-quality, short-term fixed income investment securities. As a result of the bank liquidity and solvency issues in the United States in the last quarter of 2008, we moved substantial amounts of our cash into non-interest-bearing checking accounts so that they would be fully insured by the Federal Deposit Insurance Corporation (“FDIC”) or into money-market investment funds (a portion of which is FDIC insured) of SunTrust and Wells Fargo, two large national banks. Effective January 1, 2013, the FDIC ceased providing insurance guarantees on non-interest-bearing checking accounts and since that time we have invested in both interest bearing and non-interest-bearing checking accounts. Investment income also includes gains and losses realized from the sale of investments. Other income primarily reflects net gains on sales of customer accounts and fixed assets, but also includes sub-rental income, legal settlements and other miscellaneous income.

Florida Insurance Overview

To counter the higher property insurance rates in Florida, the State of Florida directed its property “insurer of last resort,” “Citizens Property Insurance Corporation” (“Citizens”), to significantly reduce its rates beginning in January 2007 and extending through January 1, 2010. As a result, several of our Florida-based operations lost significant amounts of revenue to Citizens in this period. Since that time, Citizens’ impact on our operations has declined each year as Citizens has slowly increased its rates in an effort to reduce its insured exposures. Our commission revenues from Citizens for 2013, 2012 and 2011 were approximately $5.7 million, $6.4 million, and $7.8 million, respectively. If, as expected, this trend continues, the financial impact of Citizens on our business should continue to decrease in 2014.

Company Overview — First Quarter of 2014

We continued the trend that began in the first quarter of 2012, of achieving a quarterly positive growth rate of our core organic commissions and fees in the first quarter of 2014, when the revenues associated with Hurricane Sandy reported by our Colonial Claims business in our Services Division in the first quarter of 2013 are excluded. This positive growth rate of 3.9% for the first quarter of 2014 accounted for $11.3 million of new core organic commissions and fees.

Additionally, our profit-sharing contingent commissions and GSCs for the three months ended March 31, 2014 increased by $7.4 million over the first quarter of 2013. A material portion of this increase was related to reporting the contingent revenues within our FIU business in our Programs Division. Other income increased by $0.5 million primarily as a result of gains on book of business sales.

Income before income taxes in the three-month period ended March 31, 2014 decreased from the first quarter of 2013 by $12.7 million due to (i) the seasonality of our Beecher Carlson large accounts business within our Retail Division ($4.2 million); (ii) the effect of Hurricane Sandy on the revenues reported by Colonial Claims in the first quarter of 2013 ($13.3 million); and (iii) the 2014 increase in the estimated acquisition earn-out payables and related charges ($4.6 million). Excluding these items, income before income taxes increased over the same period in 2013 by 10.7%, or $9.4 million, to $97.1 million.

Acquisitions

Approximately 38,500 independent insurance agencies are estimated to be operating currently in the United States. Part of our continuing business strategy is to attract high-quality insurance intermediaries to join our operations. From 1993 through the first quarter of 2014, we acquired 450 insurance intermediary operations, excluding acquired books of business (customer accounts).

Critical Accounting Policies

Our Condensed Consolidated Financial Statements are prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”). The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses. We continually evaluate our estimates, which are based on historical experience and on various other assumptions that we believe to be reasonable under the circumstances. These estimates form the basis for our judgments about the carrying values of our assets and liabilities, which values are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

We believe that of our significant accounting and reporting policies, the more critical policies include our accounting for revenue recognition, business acquisitions and purchase price allocations, intangible asset impairments and reserves for litigation. In particular, the accounting for these areas requires significant judgments to be made by management. Different assumptions in the application of these policies could result in material changes in our consolidated financial position or consolidated results of operations. Refer to Note 1 in the “Notes to Consolidated Financial Statements” in our Annual Report on Form 10-K for the year ended December 31, 2013 on file with the Securities and Exchange Commission (“SEC”) for details regarding our critical and significant accounting policies.

RESULTS OF OPERATIONS FOR THE THREE MONTHS ENDED MARCH 31, 2014 AND 2013

The following discussion and analysis regarding results of operations and liquidity and capital resources should be considered in conjunction with the accompanying Condensed Consolidated Financial Statements and related Notes.

Financial information relating to our Condensed Consolidated Financial Results for the three months ended March 31, 2014 and 2013 is as follows (in thousands, except percentages):

	For the three months ended March 31,		
	2014	2013	% Change
REVENUES			
Core commissions and fees	$ 327,327	$ 306,532	6.8%
Profit-sharing contingent commissions	31,748	25,039	26.8%
Guaranteed supplemental commissions	2,932	2,222	32.0%
Investment income	103	186	(44.6)%
Other income, net	1,484	1,033	43.7%
Total revenues	363,594	335,012	8.5%
EXPENSES			
Employee compensation and benefits	184,110	159,498	15.4%
Non-cash stock-based compensation	7,515	3,850	95.2%
Other operating expenses	52,461	46,339	13.2%
Amortization	17,876	16,161	10.6%
Depreciation	4,640	4,167	11.4%
Interest	4,072	3,984	2.2%
Change in estimated acquisition earn-out payables	6,083	1,522	NMF(1)
Total expenses	276,757	235,521	17.5%
Income before income taxes	86,837	99,491	(12.7)%
Income taxes	34,422	39,360	(12.5)%
NET INCOME	$ 52,415	$ 60,131	(12.8)%
Net internal growth rate – core organic commissions and fees	(1.6)%	10.2%	
Employee compensation and benefits ratio	50.6%	47.6%	
Other operating expenses ratio	14.4%	13.8%	
Capital expenditures	$ 4,727	$ 2,947	
Total assets at March 31	$3,674,289	$3,230,360	

(1) NMF = Not a meaningful figure

Commissions and Fees

Commissions and fees, including profit-sharing contingent commissions and GSCs, for the first quarter of 2014 increased $28.2 million, or 8.5%, over the same period in 2013. Profit-sharing contingent commissions and GSCs for the first quarter of 2014 increased $7.4 million, or 27.2%, over the first quarter of 2013, to $34.7 million. The net increase of $7.4 million was due primarily to increases in profit-sharing contingent commissions and GSCs in our Retail and National Programs Divisions of $4.6 million and $2.4 million, respectively. Core commissions and fees revenue for the first quarter of 2014 increased $20.8 million on a net basis, of which approximately $27.5 million represented core commissions and fees from agencies acquired since the second quarter of 2013. After divested business of $1.8 million, the remaining net decrease of ($4.9) million represented net lost business, which reflects a negative 1.6% internal growth rate for core organic commissions and fees. The internal growth rate for core organic commissions and fees after adjusting for Colonial Claims' revenue related to Hurricane Sandy in the first quarter of 2013 was 3.9%.

Investment Income

Investment income for the three months ended March 31, 2014 was essentially flat as compared to the same period of 2013.

Other Income, net

Other income for the three months ended March 31, 2014 reflected income of $1.5 million, compared with $1.0 million in the same period in 2013. Other income consists primarily of gains and losses from the sale and disposition of assets. Although we are not in the business of selling customer accounts, we periodically will sell an office or a book of business (one or more customer accounts) that we believe does not produce reasonable margins or demonstrate a potential for growth, or because doing so is otherwise in the Company's interest. The $0.5 million increase for the three months ended March 31, 2014 over the comparable period in 2013 was primarily due to an increase in gains from the sale of assets.

Employee Compensation and Benefits

Employee compensation and benefits expense as a percentage of total revenues increased to 50.6% for the three months ended March 31, 2014, from the 47.6% for the three months ended March 31, 2013. The adjusted 2014 and 2013 percentages are 49.1% and 49.3% respectively when the effect of new acquisitions that were stand-alone offices (including the Beecher Carlson Large Accounts business, whose revenues are cyclical and whose expense base is relatively stable) and the effect of Colonial Claims due to the effects of Hurricane Sandy on the 2013 margins are disregarded. Employee compensation and benefits for the first quarter of 2014 increased, on a net basis, approximately 15.4%, or $24.6 million, over the same period in 2013. However, that net increase included $18.2 million of new compensation costs related to new acquisitions that were stand-alone offices. Therefore, employee compensation and benefits expense attributable to those offices that existed in the same three-month period ended March 31, 2014 and 2013 (including the new acquisitions that combined with, or "folded into" those offices) increased by $6.4 million. The employee compensation and benefits expense increases in these offices were primarily related to annual compensation increases and approximately $1.0 million of costs related to the retirement of the previous CFO as well as the additional costs incurred in hiring the new CFO in the first quarter.

Non-Cash Stock-Based Compensation

The Company has an employee stock purchase plan, and grants stock options and non-vested stock awards under other equity-based plans to its employees. Compensation expense for all share-based awards is recognized in the financial statements based upon the grant-date fair value of those awards. Non-cash stock-based compensation expense for the three months ended March 31, 2014 increased $3.7 million, or 95.2%, over the same period in 2013 primarily due to new grants issued in the second half of 2013 under our Stock Incentive Plan ("SIP").

Other Operating Expenses

As a percentage of total revenues, other operating expenses represented 14.4% in the first quarter of 2014, an increase over the 13.8% they represented for the first quarter of 2013. The adjusted 2014 and 2013 percentages were 13.5% and 14.3% respectively, after disregarding the effect of new acquisitions that were stand-alone offices (including the Beecher Carlson Large Accounts business whose revenues are cyclical in nature and whose expense base is relatively stable) and the effect of Colonial Claims due to the effects of Hurricane Sandy on the 2013 margins. Other operating expenses for the first quarter of 2014 increased $6.1 million, or 13.2%, over the same period of 2013, of which $7.0 million related to acquisitions that joined us as stand-alone offices since April 2013. Therefore, other operating expenses from those offices that existed in both the three-month periods ended March 31, 2014 and 2013 (including the new acquisitions that "folded into" those offices) decreased by $0.9 million. The other operating expense decreases in these offices were primarily related to decreases in foreign currency translation expense ($0.7 million), and decreased insurance costs ($0.4 million). These decreases were partially offset by a $0.2 million increase in software licensing costs.

Amortization

Amortization expense for the first quarter of 2014 increased $1.7 million, or 10.6%, over the first quarter of 2013. This increase was primarily due to the amortization of additional intangible assets as the result of 2013 acquisitions.

Depreciation

Depreciation expense for the first quarter of 2014 increased by $0.5 million, or 11.4%, over the first quarter of 2013. This increase was due primarily to 2013 acquisitions.

Interest Expense

Interest expense for the first quarter of 2014 was essentially flat compared to the first quarter of 2013.

Change in Estimated Acquisition Earn-Out Payables

Accounting Standards Codification ("ASC") Topic 805 — *Business Combinations* is the authoritative guidance requiring an acquirer to recognize 100% of the fair values of acquired assets, including goodwill, and assumed liabilities (with only limited exceptions) upon initially obtaining control of an acquired entity. Additionally, the fair value of contingent consideration arrangements (such as earn-out purchase arrangements) at the acquisition date must be included in the purchase price consideration. As a result, the recorded purchase prices for all acquisitions consummated after January 1, 2009 include an estimation of the fair value of liabilities associated with any potential earn-out provisions. Subsequent changes in these earn-out obligations are required to be recorded in the consolidated statement of income when incurred. Estimations of potential earn-out obligations are typically based upon future earnings of the acquired entities, usually for periods ranging from one to three years.

The net charge or credit to the Consolidated Statement of Income for the period is the combination of the net change in the estimated acquisition earn-out payables balance, and the interest expense imputed on the outstanding balance of the estimated acquisition earn-out payables.

As of March 31, 2014 and 2013, the fair values of the estimated acquisition earn-out payables were re-evaluated and measured at fair value on a recurring basis using unobservable inputs (Level 3). The resulting net changes, as well as the interest expense accretion on the estimated acquisition earn-out payables, for the three-month period ended March 31, 2014 and 2013 were as follows (in thousands):

	2014	2013
Change in fair value of estimated acquisition earn-out payables	$5,603	$ 997
Interest expense accretion	480	525
Net change in earnings from estimated acquisition earn-out payables	$6,083	$1,522

For the three months ended March 31, 2014 and 2013, the fair value of estimated earn-out payables was re-evaluated and increased by $5.6 million and by $1.0 million, respectively, which resulted in a charge to the Condensed Consolidated Statement of Income. An acquisition is considered to be performing well if its operating profit exceeds the level needed to reach the minimum purchase price. However, a reduction in the estimated acquisition earn-out payable can occur even though the acquisition is performing well, if it is not performing at the level contemplated by our original estimate.

As of March 31, 2014, the estimated acquisition earn-out payables equaled $48,806,000, of which $18,171,000 was recorded as accounts payable and $30,635,000 was recorded as other non-current liability.

Income Taxes

The effective tax rate on income from operations for the three months ended March 31, 2014 and 2013 was 39.6% for both periods.

RESULTS OF OPERATIONS — SEGMENT INFORMATION

As discussed in Note 10 of the Notes to Condensed Consolidated Financial Statements, we operate four reportable segments or divisions: the Retail, National Programs, Wholesale Brokerage, and Services Divisions. On a divisional basis, increases in amortization, depreciation and interest expenses result from completed acquisitions within a given division in a particular year. Likewise, other income in each division primarily reflects net gains on sales of customer accounts and fixed assets. As such, in evaluating the operational efficiency of a division, management places emphasis on the net internal growth rate of core organic commissions and fees revenue, the gradual improvement of the ratio of total employee compensation and benefits to total revenues, and the gradual improvement of the ratio of other operating expenses to total revenues.

The term “core commissions and fees” excludes profit-sharing contingent commissions and GSCs, and therefore represents the revenues earned directly from specific insurance policies sold, and specific fee-based services rendered. In contrast, the term “core organic commissions and fees” is our core commissions and fees less (i) the core commissions and fees earned for the first twelve months by newly-acquired operations and (ii) divested business (core commissions and fees generated from offices, books of business or niches sold or terminated during the comparable period). Core organic commissions and fees attempts to express the current year’s core commissions and fees on a comparable basis with the prior year’s core commissions and fees. The resulting net change reflects the aggregate changes attributable to (i) net new and lost accounts, (ii) net changes in our clients’ exposure units, and (iii) net changes in insurance premium rates. The net changes in each of these three components can be determined for each of our customers. However, because our agency management accounting systems do not aggregate such data, it is not reportable. Core organic commissions and fees reflect either “positive” growth with a net increase in revenues, or “negative” growth with a net decrease in revenues.

The internal growth rates for our core organic commissions and fees for the three months ended March 31, 2014 and 2013, by Division, are as follows (in thousands, except percentages):

2014	For the three months ended March 31,		Total Net Change	Total Net Growth %	Less Acquisition Revenues	Internal Net Growth $	Internal Net Growth %
	2014	2013					
Retail(1)	$181,822	$157,527	$ 24,295	15.4%	$ 20,365	$ 3,930	2.5%
National Programs	64,764	61,272	3,492	5.7%	2,456	1,036	1.7%
Wholesale Brokerage	49,231	43,271	5,960	13.8%	858	5,102	11.8%
Services	31,510	42,605	(11,095)	(26.0%)	3,861	(14,956)	(35.1%)
Total core commissions and fees	$327,327	$304,675	$ 22,652	7.4%	$ 27,540	$ (4,888)	(1.6%)(2)

The reconciliation of the above internal growth schedule to the total Commissions and Fees included in the Condensed Consolidated Statements of Income for the three months ended March 31, 2014, and 2013, is as follows (in thousands):

	For the three months ended March 31,	
	2014	2013
Total core commissions and fees	$327,327	$304,675
Profit-sharing contingent commissions	31,748	25,039
Guaranteed supplemental commissions	2,932	2,222
Divested business	—	1,857
Total commissions and fees	$362,007	$333,793

(1) The Retail Division includes commissions and fees reported in the “Other” column of the Segment Information in Note 10 of the Notes to the Condensed Consolidated Financial Statements, which includes corporate and consolidation items.

(2) There would be a 3.9% Internal Net Growth rate when excluding the $16.2 million related to Hurricane Sandy within the Colonial Claims business for the first quarter of 2013.

The internal growth rates for our core organic commissions and fees for the three months ended March 31, 2013 and 2012, by Division, are as follows (in thousands, except percentages):

2013	For the three months ended March 31,		Total Net Change	Total Net Growth %	Less Acquisition Revenues	Internal Net Growth $	Internal Net Growth %
	2013	2012					
Retail(1)	$158,950	$149,971	$ 8,979	6.0%	$ 7,830	$ 1,149	0.8%
National Programs	61,706	53,630	8,076	15.1%	1,483	6,593	12.3%
Wholesale Brokerage	43,271	38,366	4,905	12.8%	1,547	3,358	8.8%
Services	42,605	25,762	16,843	65.4%	657	16,186	62.8%
Total core commissions and fees	$306,532	$267,729	$38,803	14.5%	$ 11,517	$27,286	10.2%

The reconciliation of the above internal growth schedule to the total Commissions and Fees included in the Condensed Consolidated Statements of Income for the three months ended March 31, 2013, and 2012, is as follows (in thousands):

	For the three months ended March 31,	
	2013	2012
Total core commissions and fees	$306,532	$267,729
Profit-sharing contingent commissions	25,039	24,221
Guaranteed supplemental commissions	2,222	2,592
Divested business	—	1,991
Total commission and fees	$333,793	$296,533

(1) The Retail Division includes commissions and fees reported in the "Other" column of the Segment Information in Note 10 of the Notes to the Condensed Consolidated Financial Statements, which includes corporate and consolidation items.

Retail Division

The Retail Division provides a broad range of insurance products and services to commercial, public and quasi-public, professional and individual insured customers. Approximately 89.3% of the Retail Division's commissions and fees revenue is commission-based. Because most of our other operating expenses do not change as premiums fluctuate, we believe that a portion of any fluctuation in the commissions, net of related compensation, which we receive, will be reflected in our income before income taxes.

Financial information relating to Brown & Brown's Retail Division for the three months ended March 31, 2014 and 2013 is as follows (in thousands, except percentages):

	For the three months ended March 31,		
	2014	2013	% Change
REVENUES			
Core commissions and fees	$ 182,084	$ 159,096	14.4%
Profit-sharing contingent commissions	17,409	13,301	30.9%
Guaranteed supplemental commissions	2,259	1,719	31.4%
Investment income	16	23	(30.4)%
Other income, net	923	429	NMF(1)
Total revenues	202,691	174,568	16.1%
EXPENSES			
Employee compensation and benefits	100,632	84,442	19.2%
Non-cash stock-based compensation	2,802	1,543	81.6%
Other operating expenses	31,400	25,842	21.5%
Amortization	10,151	8,811	15.2%
Depreciation	1,584	1,371	15.5%
Interest	10,713	6,200	72.8%
Change in acquisition earn-out payables	4,164	148	NMF(1)
Total expenses	161,446	128,357	25.8%
Income before income taxes	$ 41,245	$ 46,211	(10.7)%
Net internal growth rate – core organic commissions and fees	2.5%	0.8%	
Employee compensation and benefits ratio	49.6%	48.4%	
Other operating expenses ratio	15.5%	14.8%	
Capital expenditures	$ 2,112	$ 1,335	
Total assets at March 31	$3,032,674	$2,483,391	

(1) NMF = Not a meaningful figure

The Retail Division's total revenues during the three months ended March 31, 2014 increased 16.1%, or $28.1 million, over the same period in 2013, to $202.7 million. The $23.0 million net increase in core commissions and fees revenue resulted from the following factors: (i) an increase of approximately $20.4 million related to the core commissions and fees revenue from acquisitions that had no comparable revenues in the same period of 2013; (ii) a net increase of $4.0 million related to net new business; and (iii) an offsetting decrease of $1.4 million related to commissions and fees revenue recorded in the first quarter of 2013 from business since divested. Profit-sharing contingent commissions and GSCs for the first quarter of 2014 increased $4.6 million, or 30.9%, from the first quarter of 2013, to $19.7 million. The Retail Division's internal growth rate for core organic commissions and fees revenue was 2.5% for the first quarter of 2014, and was driven by revenue from net new business written during the preceding twelve months, slightly increasing insurable exposure units in most areas of the United States, and slight increases in most general insurance premium rates.

Income before income taxes for the three months ended March 31, 2014 decreased 10.7%, or $5.0 million, from the same period in 2013, to $41.2 million. This reduction resulted from the netting of an increase in income before income taxes of $4.4 million from operations we owned during both time periods and a $9.4 million decrease related to the seasonality of losses generated by operations acquired during the last twelve months. The contribution of income from operations we owned during both time periods was offset by the increased expense of $4.0 million related to the estimated acquisition earn-out payable recorded in accordance with FASB 141(R) resulting from improved performance of entities acquired during the last twelve months. Of the $33.1 million or 25.8% increase in total expenses, 87.1% or $28.8 million related to acquisitions completed in the previous twelve months. The remaining $4.3 million was primarily driven by the increase in the change in acquisitions earn-out payables of $4.0 million.

National Programs Division

The National Programs Division manages over 50 programs consisting of annual aggregated written premium of over $1.6 billion with 40 well-capitalized carrier partners. The National Programs Division now generates approximately $275.0 million in annual revenue and has over 8,000 distribution points of contact. In most cases, the insurance carriers that support the programs have delegated underwriting and, in many instances, claims-handling authority to our programs operations. These programs are generally distributed through nationwide networks of independent agents and offer targeted products and services designed for specific industries, trade groups, professions, public entities and market niches. The National Programs Division operations can be grouped into four broad categories: Commercial Programs, Professional Programs, Arrowhead Insurance Group Programs, and Public Entity-Related Programs. Like the Retail and Wholesale Brokerage Divisions, the National Programs Division's revenue is primarily commission-based.

Financial information relating to our National Programs Division for the three months ended March 31, 2014 and 2013 is as follows (in thousands, except percentages):

	For the three months ended March 31,		
	2014	2013	% Change
REVENUES			
Core commissions and fees	$ 64,764	$ 61,706	5.0%
Profit-sharing contingent commissions	9,306	6,844	36.0%
Guaranteed supplemental commissions	2	114	(98.2)%
Investment income	5	5	— %
Other income, net	93	271	(65.7)%
Total revenues	74,170	68,940	7.6%
EXPENSES			
Employee compensation and benefits	32,709	32,159	1.7%
Non-cash stock-based compensation	1,060	947	11.9%
Other operating expenses	13,551	12,157	11.5%
Amortization	3,775	3,519	7.3%
Depreciation	1,467	1,248	17.5%
Interest	5,441	5,694	(4.4)%
Change in acquisition earn-out payables	44	(796)	NMF(1)
Total expenses	58,047	54,928	5.7%
Income before income taxes	$ 16,123	$ 14,012	15.1%
Net internal growth rate – core organic commissions and fees	1.7%	12.3%	
Employee compensation and benefits ratio	44.1%	46.6%	
Other operating expenses ratio	18.3%	17.6%	
Capital expenditures	$ 1,698	$ 892	
Total assets at March 31	$1,338,120	$1,194,383	

(1) NMF = Not a meaningful figure

Total revenue for National Programs for the three months ended March 31, 2014, increased 7.6%, or $5.2 million, over the same period in 2013, to $74.2 million. Core commissions and fees revenue increased by $3.1 million primarily related to acquisitions completed during the twelve months after the quarter ended March 31, 2013. Profit-sharing contingent commissions and GSCs for the first quarter of 2014 increased by $2.4 million or 33.8%, from the first quarter of 2013 to $9.3 million. The increased contingent commissions of $2.4 million were mainly due to the FIU profit center recording its $5.0 million in contingent income from their carrier partners in the first quarter of 2014, while recording the same contingent commissions in the second quarter of 2013. This $5.0 million increase in contingent commissions for the quarter was partially offset by a reduction of $2.6 million in profit sharing contingent commissions received by Proctor Financial, due to a worse loss ratio in the first quarter of 2014 versus the first quarter of 2013 caused by market driven rate reductions and a higher number of claims.

The National Programs Division’s internal growth rate for commissions and fees revenue was 1.7% for the three months ended March 31, 2014 versus an internal growth rate of 12.3% for the three months ended March 31, 2013. The large internal growth rate in the first quarter of 2013 was mainly due to two new Arrowhead Aftermarket Programs. The primary reason for the 1.7% internal growth in the first quarter of 2014 was due to the new Arrowhead Auto Programs that generated $1.3 million in revenue, which was offset by lower performance in other programs.

Income before income taxes for the three months ended March 31, 2014 increased 15.1%, or $2.1 million, from the same period in 2013, to $16.1 million. The increase is primarily due to the net impact of $2.4 million for profit-sharing contingent commissions and GSCs noted above. Expenses for the quarter increased by $3.1 million or 5.7%, with $2.5 million of the increase coming from acquisitions completed in the twelve months after the quarter ended March 31, 2013.

Wholesale Brokerage Division

The Wholesale Brokerage Division markets and sells excess and surplus commercial and personal lines insurance and reinsurance, primarily through independent agents and brokers. Like the Retail and National Programs Divisions, the Wholesale Brokerage Division's revenues are primarily commission-based.

Financial information relating to our Wholesale Brokerage Division for the three months ended March 31, 2014 and 2013 is as follows (in thousands, except percentages):

	For the three months ended March 31,		
	2014	2013	% Change
REVENUES			
Core commissions and fees	$ 49,231	$ 43,271	13.8%
Profit-sharing contingent commissions	5,033	4,894	2.8%
Guaranteed supplemental commissions	671	389	72.5%
Investment income	4	5	(20.0)%
Other income, net	81	138	(41.3)%
Total revenues	55,020	48,697	13.0%
EXPENSES			
Employee compensation and benefits	26,300	23,215	13.3%
Non-cash stock-based compensation	654	357	83.2%
Other operating expenses	9,604	9,754	(1.5)%
Amortization	2,883	2,897	(0.5)%
Depreciation	650	707	(8.1)%
Interest	419	755	(44.5)%
Change in acquisition earn-out payables	1,772	650	NMF(1)
Total expenses	42,282	38,335	10.3%
Income before income taxes	$ 12,738	$ 10,362	22.9%
Net internal growth rate – core organic commissions and fees	11.8%	8.8%	
Employee compensation and benefits ratio	47.8%	47.7%	
Other operating expenses ratio	17.5%	20.0%	
Capital expenditures	$ 482	$ 536	
Total assets at March 31	$940,604	$882,273	

(1) NMF = Not a meaningful figure

The Wholesale Brokerage Division's total revenues for the three months ended March 31, 2014, increased 13.0%, or $6.3 million, over the same period in 2013, to $55.0 million. The $6.0 million net increase in core commissions and fees revenue resulted from the following factors: (i) a net increase of $5.1 million primarily related to net new business; and (ii) the remaining increase of approximately $0.9 million related to the core commissions and fees revenue from acquisitions that had no comparable revenues in the same period of 2013. As such, the Wholesale Brokerage Division's internal growth rate for core organic commissions and fees revenue was 11.8% for the first quarter of 2014. Profit-sharing contingent commissions and GSCs for the first quarter of 2014 increased $0.4 million, or 8.0%, over the same quarter of 2013.

Income before income taxes for the three months ended March 31, 2014, increased 22.9%, or $2.4 million, over the same period in 2013, to $12.7 million, primarily due to net new business, and an increase in profit-sharing contingent commissions, which was partially offset by an increase in estimated acquisition earn-out payables and compensation and benefits for new producers.

Services Division

The Services Division provides insurance-related services, including third-party claims administration ("TPA") and comprehensive medical utilization management services in both the workers' compensation and all-lines liability arenas. The Services Division also provides Medicare set-aside account services, Social Security disability and Medicare benefits advocacy services, and catastrophe claims adjusting services.

Unlike our other divisions, nearly all of the Services Division's commissions and fees revenue is generated from fees, which are not significantly affected by fluctuations in general insurance premiums.

Financial information relating to our Services Division for the three months ended March 31, 2014 and 2013 is as follows (in thousands, except percentages):

	For the three months ended March 31,		
	2014	2013	% Change
REVENUES			
Core commissions and fees	$ 31,510	$ 42,605	(26.0)%
Profit-sharing contingent commissions	—	—	— %
Guaranteed supplemental commissions	—	—	— %
Investment income	2	1	100.0%
Other income, net	130	41	NMF(1)
Total revenues	31,642	42,647	(25.8)%
EXPENSES			
Employee compensation and benefits	17,598	16,746	5.1%
Non-cash stock-based compensation	186	168	10.7%
Other operating expenses	7,450	7,018	6.2%
Amortization	1,057	924	14.4%
Depreciation	463	397	16.6%
Interest	1,970	1,921	2.6%
Change in acquisition earn-out payables	103	1,520	(93.2)%
Total expenses	28,827	28,694	0.5%
Income before income taxes	$ 2,815	$ 13,953	(79.8)%
Net internal growth rate – core organic commissions and fees	(35.1)%	62.8%	
Employee compensation and benefits ratio	55.6%	39.3%	
Other operating expenses ratio	23.5%	16.5%	
Capital expenditures	$ 291	$ 119	
Total assets at March 31	$276,219	$248,882	

(1) NMF = Not a meaningful figure

The Services Division's total revenues for the three months ended March 31, 2014 decreased 25.8%, or $11.0 million, from the same period in 2013, to $31.6 million. The $11.0 million net decrease in commissions and fees revenue resulted from a number of factors: (i) the Colonial Claims profit center revenues decreased $16.9 million due to the non-recurring Hurricane Sandy revenues earned in the first quarter of 2013 versus no major weather events in the first quarter of 2014; (ii) organic revenue growth of $2.0 million at our USIS subsidiary related to new business; and (iii) $3.7 million in revenue generated by ICA, which was acquired in December 2013, and therefore had no comparable revenues for 2013.

The Services Division's internal growth rate for core commissions and fees revenue was negative 35.1% for the first quarter of 2014. The primary reason for the negative internal growth was the non-recurring Hurricane Sandy revenues booked in Colonial Claims for the first quarter of 2013 versus no revenue from significant weather events in 2014. After eliminating Colonial Claims and the effects of the non-recurring Hurricane Sandy revenue and eliminating the revenue from ICA, a new acquisition, the remaining seven Services Divisions operations generated positive organic growth of 7.6% for the quarter ended March 31, 2014.

Income before income taxes for the three months ended March 31, 2014 decreased 79.8%, or $11.1 million, from the same period in 2013, to $2.8 million. The primary reason for the net decrease in net income was the loss of the income related to Colonial Claims of $11.1 million associated with the non-recurring Hurricane Sandy revenue recognized in 2013 versus no significant weather events in the first quarter of 2014.

Other

As discussed in Note 10 of the Notes to Condensed Consolidated Financial Statements, the "Other" column in the Segment Information table includes any income and expenses not allocated to reportable segments, and corporate-related items, including the inter-company interest expense charges to reporting segments.

LIQUIDITY AND CAPITAL RESOURCES

Our cash and cash equivalents of $250.0 million at March 31, 2014, reflected an increase of $47.0 million from the $203.0 million balance at December 31, 2013. For the three-month period ended March 31, 2014, $67.1 million of cash was provided from operating activities. Also during this period, $4.7 million was used for additions to fixed assets, and $14.5 million was used for payment of dividends.

Our ratio of current assets to current liabilities (the "current ratio") was 1.22 and 1.02 at March 31, 2014 and December 31, 2013, respectively.

Contractual Cash Obligations

As of March 31, 2014, our contractual cash obligations were as follows:

	Payments Due by Period				
(in thousands)	Total	Less Than 1 Year	1-3 Years	4-5 Years	After 5 Years
Long-term debt(1)	$480,000	$125,000	$255,000	$100,000	$ —
Other liabilities(2)	47,824	15,036	14,702	4,946	13,140
Operating leases	179,845	34,863	60,638	40,075	44,269
Interest obligations	34,269	11,477	16,229	6,563	—
Unrecognized tax benefits	134	—	134	—	—
Maximum future acquisition contingency payments(3)	125,006	54,477	70,529	—	—
Total contractual cash obligations	$867,078	$240,853	$417,232	$151,584	$57,409

(1) The Company currently expects that the $100.0 million related to the Series B Notes, described below, which is currently due to mature on July 15, 2014, will be repaid and included in the new credit facility (the "Facility") described below. In addition, other outstanding credit facilities will potentially also be repaid with proceeds from the Facility.
(2) Includes the current portion of other long-term liabilities.
(3) Includes $48.8 million of current and non-current estimated earn-out payables resulting from acquisitions consummated after January 1, 2009.

In July 2004, the Company completed a private placement of $200.0 million of unsecured senior notes (the "Notes"). The $200.0 million was divided into two series: (1) Series A, which closed on September 15, 2004, for $100.0 million due in 2011 and bore interest at 5.57% per year; and (2) Series B, which closed on July 15, 2004, for $100.0 million due in 2014 and bearing interest at 6.08% per year. The Company has used the proceeds from the Notes for general corporate purposes, including acquisitions and repayment of existing debt. On September 15, 2011, the $100.0 million of Series A Notes were redeemed on their normal maturity date through use of funds from the Master Agreement (defined below). As of March 31, 2014 and December 31, 2013, there was an outstanding balance on the Series B Notes of $100.0 million. It is management's intention to pay off the Series B Notes with the proceeds of the Facility finalized in April 2014 (as described in Note 11, Subsequent Events).

On December 22, 2006, the Company entered into a Master Shelf and Note Purchase Agreement (the "Master Agreement") with a national insurance company (the "Purchaser"). On September 30, 2009, the Company and the Purchaser amended the Master Agreement to extend the term of the agreement until August 20, 2012. The Purchaser also purchased Notes issued by the Company in 2004. The Master Agreement provides for a $200.0 million private uncommitted "shelf" facility for the issuance of senior unsecured notes over a three-year period, with interest rates that may be fixed or floating and with such maturity dates, not to exceed ten years, as the parties may determine. The Master Agreement includes various covenants, limitations and events of default similar to the Notes issued in 2004. The initial issuance of notes under the Master Agreement occurred on December 22, 2006, through the issuance of $25.0 million in Series C Senior Notes due December 22, 2016, with a fixed interest rate of 5.66% per year. On February 1, 2008, $25.0 million in Series D Senior Notes due January 15, 2015, with a fixed interest rate of 5.37% per year, were issued. On September 15, 2011, and pursuant to a Confirmation of Acceptance, dated January 21, 2011 (the "Confirmation"), in connection with the Master Agreement, $100.0 million in Series E Senior Notes were issued and are due September 15, 2018, with a fixed interest rate of 4.50% per year. The Series E Senior Notes were issued for the sole purpose of retiring the Series A Senior Notes. As of March 31, 2014, and December 31, 2013, there was an outstanding debt balance issued under the provisions of the Master Agreement of $150.0 million.

On October 12, 2012, the Company entered into a Master Note Facility Agreement (the "New Master Agreement") with another national insurance company (the "New Purchaser"). The New Purchaser also purchased Notes issued by the Company in 2004. The New Master Agreement provides for a $125.0 million private uncommitted "shelf" facility for the issuance of unsecured senior notes over a three-year period, with interest rates that may be fixed or floating and with such maturity dates, not to exceed ten years, as the parties may determine. The New Master Agreement includes various covenants, limitations and events of default similar to the Master Agreement. At March 31, 2014 and December 31, 2013, there were no borrowings against this facility.

On January 9, 2012, the Company entered into: (1) an amended and restated revolving and term loan credit agreement (the "SunTrust Agreement") with SunTrust Bank ("SunTrust") that provides for (a) a $100.0 million term loan (the "SunTrust Term Loan") and (b) a $50.0 million revolving line of credit (the "SunTrust Revolver") and (2) a $50.0 million promissory note (the "JPM Note") in favor of JPMorgan Chase Bank, N.A. ("JPMorgan"), pursuant to a letter agreement executed by JP Morgan (together with the JPM Note, the "JPM Agreement") that provided for a $50.0 million uncommitted line of credit bridge facility (the "JPM Bridge Facility"). The SunTrust Term Loan, the SunTrust Revolver and the JPM Bridge Facility were each funded on January 9, 2012, and provided the financing for the Arrowhead acquisition. The SunTrust Agreement amended and restated the Prior Loan Agreement. The SunTrust Revolver and JPM Bridge Facility were paid off by the JPM Term Loan (defined below).

The maturity date for the SunTrust Term Loan and the SunTrust Revolver is December 31, 2016, at which time all outstanding principal and unpaid interest will be due. Both the SunTrust Term Loan and the SunTrust Revolver may be increased by up to $50.0 million (bringing the total amount available to $150.0 million for the SunTrust Term Loan and $100.0 million for the SunTrust Revolver). The calculation of interest and fees for the SunTrust Agreement is generally based on the Company's funded debt-to-EBITDA ratio. Interest is charged at a rate equal to 1.00% to 1.40% above LIBOR or 1.00% below the Base Rate, each as more fully described in the SunTrust Agreement. Fees include an up-front fee, an availability fee of 0.175% to 0.25%, and a letter of credit margin fee of 1.00% to 1.40%. The obligations under the SunTrust Term Loan and SunTrust Revolver are unsecured and the SunTrust Agreement includes various covenants, limitations and events of default that are customary for similar facilities for similar borrowers and that are substantially similar to those contained in the Prior Loan Agreement. As of March 31, 2014 and December 31, 2013, there was an outstanding balance of $100.0 million under the SunTrust Term Loan.

The maturity date for the JPM Bridge Facility was February 3, 2012, at which time all outstanding principal and unpaid interest would have been due. On January 26, 2012, the Company entered into a term loan agreement (the "JPM Agreement") with JPMorgan that provided for a $100.0 million term loan (the "JPM Term Loan"). The JPM Term Loan was fully funded on January 26, 2012, and provided the financing to fully repay (1) the JPM Bridge Facility and (2) the SunTrust Revolver. As a result of the January 26, 2012 financing and repayments, the JPM Bridge Facility was terminated and the SunTrust Revolver's amount outstanding was reduced to zero. At March 31, 2014 and December 31, 2013, there were no borrowings against the SunTrust Revolver.

The maturity date for the JPM Term Loan is December 31, 2016, at which time all outstanding principal and unpaid interest will be due. Interest is charged at a rate equal to the Alternative Base Rate or 1.00% above the Adjusted LIBOR Rate, each as more fully described in the JPM Agreement. Fees include an up-front fee. The obligations under the JPM Term Loan are unsecured and the JPM Agreement includes various covenants, limitations and events of default that are customary for similar facilities for similar borrowers. As of March 31, 2014 and December 31, 2013, there was an outstanding balance of $100.0 million under the JPM Term Loan.

On July 1, 2013, in conjunction with the acquisition of Beecher Carlson, the Company entered into: (1) a revolving loan agreement (the "Wells Fargo Agreement") with Wells Fargo Bank, N.A. that provides for a $50.0 million revolving line of credit (the "Wells Fargo Revolver") and (2) a term loan agreement (the "Bank of America Agreement") with Bank of America, N.A. ("Bank of America") that provides for a $30.0 million term loan (the "Bank of America Term Loan").

The maturity date for the Wells Fargo Revolver is December 31, 2016, at which time all outstanding principal and unpaid interest will be due. The Wells Fargo Revolver may be increased by up to $50.0 million (bringing the total amount available to $100.0 million). The calculation of interest and fees for the Wells Fargo Agreement is generally based on the Company's funded debt-to-EBITDA ratio. Interest is charged at a rate equal to 1.00% to 1.40% above LIBOR or 1.00% below the Base Rate, each as more fully described in the Wells Fargo Agreement. Fees include an up-front fee, an availability fee of 0.175% to 0.25%, and a letter of credit margin fee of 1.00% to 1.40%. The obligations under the Wells Fargo Revolver are unsecured and the Wells Fargo Agreement includes various covenants, limitations and events of default that are customary for similar facilities for similar borrowers. The Wells Fargo Revolver was drawn down in the amount of $30.0 million on July 1, 2013. There were no borrowings against the Wells Fargo Revolver as of March 31, 2014 and December 31, 2013.

The maturity date for the Bank of America Term Loan is December 31, 2016, at which time all outstanding principal and unpaid interest will be due. The calculation of interest for the Bank of America Agreement is generally based on the Company's fixed charge coverage ratio. Interest is charged at a rate equal to the Alternative Base Rate or 1.00% to 1.40% above the Adjusted LIBOR Rate, each as more fully described in the Bank of America Agreement. Fees include an up-front fee. The obligations under the Bank of America Term Loan are unsecured and the Bank of America Agreement includes various covenants, limitations and events of default that are customary for similar facilities for similar borrowers. The Bank of America Term Loan was funded in the amount of $30.0 million on July 1, 2013. As of March 31, 2014 and December 31, 2013 there was an outstanding balance of $30.0 million under the Bank of America Term Loan.

On April 17, 2014, as described in Note 11, Subsequent Events, we entered into a credit agreement with JPMorgan Chase Bank, N.A. as administrative agent and certain other banks as co-syndication agents and co-documentation agents (the "Credit Agreement"). The Credit Agreement in the amount of $1,350.0 million provides for an unsecured revolving credit facility in the initial amount of $800.0 million and unsecured term loans in the initial amount of $550.0 million, either or both of which may, subject to lenders' discretion, potentially be increased by up to $500.0 million (the "Facility"). The Facility terminates on April 16, 2019, but either or both of the revolving credit facility and the term loans may be extended for two additional one-year periods at the Company's request and at the discretion of the respective lenders. Interest and facility fees in respect to the Facility are based on the better of the Company's net debt leverage ratio or a non-credit enhanced senior unsecured long-term debt rating. Based on the Company's net debt leverage ratio, the rates of interest for the first two quarters will be 1.375% above the adjusted LIBOR rate for outstanding amounts drawn under the revolving loans and term loans. There are fees included in the facility fee based on the revolving credit commitments of the lenders (whether used or unused) and letter of credit fees based on the amounts of outstanding secured or unsecured letters of credit. The Facility includes various covenants, limitations and events of default customary for similar facilities for similarly rated borrowers. As of the date of filing this Form 10-Q, there are no amounts outstanding under the Facility.

The 30-day LIBOR and Adjusted LIBOR Rate as of March 31, 2014 were 0.15% and 0.19%, respectively.

The Notes, the New Master Agreement, the SunTrust Agreement and the JPM Agreement all require that we maintain certain financial ratios and comply with certain other covenants. We were in compliance with all such covenants as of March 31, 2014 and December 31, 2013.

Neither we nor our subsidiaries has ever incurred off-balance sheet obligations through the use of, or investment in, off-balance sheet derivative financial instruments or structured finance or special purpose entities organized as corporations, partnerships or limited liability companies or trusts.

We believe that our existing cash, cash equivalents, short-term investment portfolio and funds generated from operations, together with the SunTrust Revolver, the New Master Agreement, the Wells Fargo Revolver, and Credit Agreement and the Facility, will be sufficient to satisfy our normal liquidity needs through at least the end of 2014. These liquidity needs include the total net consideration of $602.5 million to be paid for the ownership interests of Wright (in addition, contingent consideration of up to $37.5 million that may be payable if Wright completes certain agreed-upon acquisitions prior to closing). We currently anticipate financing this transaction with a combination of cash and proceeds from the Facility. We may in the future seek to raise additional capital through either the private or public debt markets to increase our cash and debt capacity. Additionally, we believe that funds generated from future operations will be sufficient to satisfy our normal liquidity needs, including the required annual principal payments on our long-term debt.

Historically, much of our cash generated by operations has been used for acquisitions. If additional acquisition opportunities should become available that exceed our current cash flow, we believe that given our relatively low debt-to-total-capitalization ratio, we would be able to raise additional capital through either the private or public debt markets. This incurrence of additional debt, however, could negatively impact our capital structure and liquidity. In addition, if we are unable to raise as much additional debt as we want, or at all, we could issue additional equity to finance an acquisition which could have a dilutive effect on our current shareholders.

For further discussion of our cash management and risk management policies, see Item 3, "Quantitative and Qualitative Disclosures About Market Risk."

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk is the potential loss arising from adverse changes in market rates and prices, such as interest rates and equity prices. We are exposed to market risk through our investments, revolving credit line and term loan agreements.

Our invested assets are held as cash and cash equivalents, restricted cash and investments, available-for-sale marketable equity securities, non-marketable equity securities and certificates of deposit. These investments are subject to interest rate risk and equity price risk. The fair values of our cash and cash equivalents, restricted cash and investments, and certificates of deposit at March 31, 2014, and December 31, 2013, approximated their respective carrying values due to their short-term duration and therefore, such market risk is not considered to be material.

We do not actively invest or trade in equity securities. In addition, we generally dispose of any significant equity securities received in conjunction with an acquisition shortly after the acquisition date.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We carried out an evaluation (the "Evaluation") required by Rules 13a-15 and 15d-15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), under the supervision and with the participation of our Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), of the effectiveness of our disclosure controls and procedures as defined in Rule 13a-15 and 15d-15 under the Exchange Act ("Disclosure Controls") as of March 31, 2014. Based on the Evaluation, our CEO and CFO concluded that the design and operation of our Disclosure Controls were effective to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in SEC rules and forms and (ii) accumulated and communicated to our senior management, including our CEO and CFO, to allow timely decisions regarding required disclosures.

Changes in Internal Controls

There has not been any change in our internal control over financial reporting identified in connection with the Evaluation that occurred during the quarter ended March 31, 2014, that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations of Internal Control Over Financial Reporting

Our management, including our CEO and CFO, does not expect that our Disclosure Controls and internal controls will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the Company have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the control.

The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, a control may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

CEO and CFO Certifications

Exhibits 31.1 and 31.2 are the Certifications of the CEO and the CFO, respectively. The Certifications are supplied in accordance with Section 302 of the Sarbanes-Oxley Act of 2002 (the "Section 302 Certifications"). This Item 4 of Part I of this Quarterly Report on Form 10-Q is the information concerning the Evaluation referred to in the Section 302 Certifications and this information should be read in conjunction with the Section 302 Certifications for a more complete understanding of the topics presented.

PART II

ITEM 1. LEGAL PROCEEDINGS

In Item 3 of Part I of the Company's Annual Report on Form 10-K for its fiscal year ending December 31, 2013, certain information concerning certain legal proceedings and other matters was disclosed. Such information was current as of the date of filing. During the Company's fiscal quarter ending March 31, 2014, no new legal proceedings, or material developments with respect to existing legal proceedings, occurred which require disclosure in this Quarterly Report on Form 10-Q.

ITEM 1A. RISK FACTORS

There were no material changes in the risk factors previously disclosed in Item 1A, “Risk Factors” included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2013.

ITEM 4. OTHER INFORMATION

Submission of Matters to a Vote of Security Holders

On May 7, 2014, Brown & Brown, Inc. (the “Company”) held its Annual Meeting of Shareholders (the “Meeting”).

Proxies for the Meeting were solicited pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended, and there was no solicitation in opposition to the Company’s solicitation.

A total of 145,421,961 shares were outstanding and entitled to vote as of March 3, 2014 (the record date for the Meeting). Of this amount 132,451,078 shares, representing approximately 91% of the total number of shares outstanding, were represented in person or by proxy, constituting a quorum for the transaction of business, and were voted at the Meeting.

At the Meeting, shareholders elected J. Hyatt Brown, Samuel P. Bell, III, Hugh M. Brown, J. Powell Brown, Bradley Currey, Jr., Theodore J. Hoepner, James S. Hunt, Toni Jennings, Timothy R.M. Main, H. Palmer Proctor, Jr., Wendell S. Reilly and Chilton D. Varner to serve as directors until the next annual meeting of shareholders and until their respective successors are elected and qualified.

The table below sets out the number of votes cast for, and votes withheld from, each director nominee:

Directors	Votes For	Votes Withheld
J. Hyatt Brown	115,363,091	6,604,876
Samuel P. Bell II	121,072,430	895,537
Hugh M. Brown	121,699,770	268,197
J. Powell Brown	121,211,997	755,970
Bradley Currey, Jr.	121,061,443	906,524
Theodore J. Hoepner	121,084,038	883,929
James S. Hunt	121,909,690	58,277
Toni Jennings	121,825,129	142,838
Timothy R.M. Main	108,771,858	13,196,109
H. Palmer Proctor, Jr.	121,911,307	56,660
Wendell S. Reilly	121,884,323	83,644
Chilton D. Varner	121,874,048	93,919

The shareholders also ratified the appointment of Deloitte & Touche LLP as the Company’s independent registered public accountants for the fiscal year ending December 31, 2014. Of the shares voted, 131,481,536 voted in favor, 891,054 voted against and 78,488 abstained.

In addition, the shareholders approved, on an advisory basis, the compensation of the Named Executive Officers. Of the shares voted, 120,070,003 voted in favor, 1,762,153 voted against and 135,809 abstained. There were also 10,483,113 broker non-votes.

ITEM 6. EXHIBITS

The following exhibits are filed as a part of this Report:

3.1	Articles of Amendment to Articles of Incorporation (adopted April 24, 2003) (incorporated by reference to Exhibit 3a to Form 10-Q for the quarter ended March 31, 2003), and Amended and Restated Articles of Incorporation (incorporated by reference to Exhibit 3a to Form 10-Q for the quarter ended March 31, 1999).
3.2	Bylaws (incorporated by reference to Exhibit 3.2 to Form 8-K filed on March 2, 2012).
10.1	Agreement and Plan of Merger by and among The Wright Insurance Group, LLC, Brown & Brown, Inc., Brown & Brown Acquisition Group, LLC and Teiva Securityholders Representative, LLC, solely in its capacity as the Representative dated January 15, 2014.
10.2	Executive Employment Agreement, effective as of February 17, 2014, between the Registrant and R. Andrew Watts.
10.3	Transition Equity Bonus Performance-Triggered Stock Grant Agreement, effective as of February 17, 2014, between the Registrant and R. Andrew Watts.
10.4	Credit Agreement dated as of April 16, 2014, among the Registrant, JPMorgan Chase Bank., N.A., Bank of America, N.A., Royal Bank of Canada and SunTrust Bank, et al.
31.1	Rule 13a-14(a)/15d-14(a) Certification by the Chief Executive Officer of the Registrant.
31.2	Rule 13a-14(a)/15d-14(a) Certification by the Chief Financial Officer of the Registrant.
32.1	Section 1350 Certification by the Chief Executive Officer of the Registrant.
32.2	Section 1350 Certification by the Chief Financial Officer of the Registrant.
101.INS	XBRL Instance Document.
101.SCH	XBRL Taxonomy Extension Schema Document.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	XBRL Taxonomy Definition Linkbase Document.
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.

SIGNATURE

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

BROWN & BROWN, INC.

/S/ R. Andrew Watts

R. Andrew Watts

Executive Vice President, Chief Financial Officer and Treasurer
(duly authorized officer, principal financial officer and principal accounting officer)

Date: May 12, 2014

Exhibit 10.1

AGREEMENT AND PLAN OF MERGER

by and among

THE WRIGHT INSURANCE GROUP, LLC,

BROWN & BROWN, INC.,

BROWN & BROWN ACQUISITION GROUP, LLC

and

TEIVA SECURITYHOLDERS REPRESENTATIVE, LLC, solely in

its capacity as the Representative

January 15, 2014

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of January 15, 2014, is made by and among The Wright Insurance Group, LLC, a Delaware limited liability company (the "Company"), Brown & Brown, Inc., a Florida corporation (the "Parent"), Brown & Brown Acquisition Group, LLC, a Delaware limited liability company and wholly owned subsidiary of the Parent (the "Merger Sub"), and Teiva Securityholders Representative, LLC solely in its capacity as the representative for the Company's Securityholders (the "Representative"). The Parent, the Merger Sub and the Company, and, solely in its capacity as and solely to the extent applicable, the Representative, shall be referred to herein from time to time as a "Party" and collectively as the "Parties". Capitalized terms used and not otherwise defined herein have the meanings set forth in Article XI below.

WHEREAS, the Parent desires to acquire one hundred percent (100%) of the issued and outstanding membership interests of the Company in a reverse subsidiary merger transaction on the terms and subject to the conditions set forth herein;

WHEREAS, the respective boards of directors (or their equivalent governing bodies) of the Parent, the Merger Sub and the Company have each approved this Agreement and the transactions contemplated hereby, including the Merger, upon the terms and subject to the conditions set forth herein;

WHEREAS, concurrently with the execution of this Agreement, Aquiline Financial Services Fund L.P. and Aquiline Financial Services Fund (Offshore) L.P. (collectively, "Aquiline") have entered a Stock Purchase Agreement with the Parent (the "Aquiline Blocker Purchase Agreement"), attached hereto as Appendix 1, pursuant to which the Parent, subject to the terms and conditions thereof, shall purchase from Aquiline all of the issued and outstanding capital stock of Aquiline Wright Holdings 1, Inc. and Aquiline Wright Holdings 2, Inc. (collectively, the "Aquiline Blockers"), which hold 9,693,864.30 Class A Units of the Company as of the date hereof, immediately prior to the Effective Time;

WHEREAS, concurrently with the execution of this Agreement, (i) NYLCAP 2010 Co-Invest, L.P. and NYLCAP 2010 Co-Invest GenPar L.P. ("New York Life") has entered an Interest Purchase Agreement with the Parent (the "New York Life Blocker Purchase Agreement" and, together with the Aquiline Blocker Purchase Agreement, the "Blocker Purchase Agreements"), attached hereto as Appendix 2, pursuant to which the Parent, subject to the terms and conditions thereof, shall purchase from New York Life all of the issued and outstanding partnership interests of NYLCAP 2010 Co-Invest ECI Blocker Holdco D, LP (the "New York Life Blocker" and, together with the Aquiline Blockers, the "Blockers"), which indirectly holds 174,685 Class A Units of the Company as of the date hereof, immediately prior to the Effective Time;

WHEREAS, concurrently with the execution of this Agreement, and as a condition and inducement to the willingness of the Parent and Merger Sub to enter into this Agreement, Aquiline has executed and delivered a Noncompetition and Nonsolicitation Agreement, attached hereto as Appendix 3, which shall become effective as of the date hereof, but which shall automatically terminate in the event this Agreement is terminated in accordance with the terms hereof;

WHEREAS, concurrently with the execution of this Agreement, and as a condition and inducement to the willingness of the Parent and Merger Sub to enter into this Agreement, (a) each of William Malloy and Norman Brown has executed and delivered a Non-Solicitation, Confidentiality and Non-Disclosure Agreement, attached hereto as Appendix 4 and Appendix 5, respectively, (b) William Fishlinger has executed and delivered a Noncompetition and Nonsolicitation Agreement, attached hereto as Appendix 6, and (c) certain other employees of the Group Companies have executed and delivered Noncompetition and Nonsolicitation Agreement, attached hereto as Appendix 7 (the agreements set forth in clauses (a), (b) and (c), the "Restrictive Covenant Agreements"), each of which shall become effective as of the date hereof, but which shall automatically terminate in the event this Agreement is terminated in accordance with the terms hereof;

WHEREAS, concurrently with the execution of this Agreement, Parent and the Securityholders have executed and delivered a side letter agreement, attached hereto as Appendix 8, pursuant to which the Securityholders have agreed to provide certain indemnification to the Parent Indemnified Parties for claims properly asserted prior to the Extended Survival Date (as defined herein) in accordance with the terms thereof and this Agreement (the "Securityholders Side Letter");

WHEREAS, at or prior to the consummation of the Merger, subject to the terms and conditions of this Agreement, the Pre-Closing Transactions (as defined herein) shall be consummated and consequently, from and after the Closing, WRM America Indemnity Company, Inc., a New York corporation and wholly owned subsidiary of the Company ("WRMAI"), shall no longer be a subsidiary of the Company;

WHEREAS, concurrently with the execution of this Agreement, Wright Risk Management Company, LLC, a Delaware limited liability company and wholly owned subsidiary of the Company, and WRMAI have entered into an Amended and Restated Management Services Agreement, attached hereto as Appendix 9, which shall become effective solely upon the Closing; and

WHEREAS, concurrently with the execution of this Agreement, the Company and WRMAI have entered into a Trademark License Agreement, attached hereto as Appendix 10, which shall become effective solely upon the Closing;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

THE MERGER

1.01. The Merger.

(a) Subject to the terms and conditions hereof, at the Effective Time, the Merger Sub shall merge (the "Merger") with and into the Company in accordance with the Delaware Limited Liability Company Act (as amended, the "Delaware LLC Law"), whereupon the separate existence of the Merger Sub shall cease, and the Company shall be the surviving company (the "Surviving Company").

(b) At the Closing, the Company and the Merger Sub shall cause a certificate of merger substantially in the form of Exhibit A hereto (the "Certificate of Merger") to be executed, acknowledged and filed with the Secretary of State of the State of Delaware and make all other filings or recordings required by the Delaware LLC Law in connection with the Merger. The Merger shall become effective at such time as the Certificate of Merger is duly filed with the Secretary of State of the State of Delaware or at such other time as the Parent and the Company shall agree and specify in the Certificate of Merger (the "Effective Time").

(c) From and after the Effective Time, the Surviving Company shall succeed to all the assets, rights, privileges, immunities, powers and franchises and be subject to all of the Liabilities, restrictions, disabilities and duties of the Company and the Merger Sub, all as provided under the Delaware LLC Law.

1.02. Conversion of Units. Upon the terms and subject to the conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof:

(a) Each Unit issued and outstanding immediately prior to the Effective Time (other than any Units which are held by any wholly owned Subsidiary of the Company (including any Units which are held by the Blockers that are actually acquired by the Parent immediately prior to the Closing) or in the treasury of the Company or by the Parent or the Merger Sub, all of which shall cease to be outstanding and be canceled and none of which shall receive any payment with respect thereto) and all rights in respect thereof, and in the case of Class B Units whether or not then vested, shall, by virtue of the Merger and without any action on the part of the holder thereof, forthwith cease to exist and be converted into and represent the right to receive an amount in cash equal to the sum of:

(i) with respect to each such Class A Unit only, the Unreturned Capital Contribution in respect of such Class A Unit, if any;

(ii) with respect to each such Class A Unit only, the Revaluation Amount in respect of such Class A Unit, if any;

(iii) the Per Unit Closing Residual Cash Consideration; and

(iv) the Per Unit Additional Merger Consideration;

plus any amounts payable in respect of a Unit of the Contingent Consideration set forth in Section 1.16. The aggregate consideration to which holders of Units become entitled pursuant to this Section 1.02(a) is referred to herein as the "Merger Consideration".

(b) Each membership interest of the Merger Sub (a "Merger Sub Interest") issued and outstanding immediately prior to the Effective Time shall be converted into common units in the Surviving Company, as such common units are provided for by the Surviving Company LLC Agreement. As of the Effective Time, the Merger Sub Interests shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and the holder or holders of such membership interests shall cease to have any rights with respect thereto, except the right to receive the common units in the Surviving Company to be issued in consideration therefore as provided herein, without interest. As of the Effective Time, the Parent shall be the holder of all the issued and outstanding units of the Surviving Company.

1.03. Procedures for Class B Units. The Company shall, prior to the Effective Time, take all actions as are necessary in order to effectuate the actions contemplated by Section 1.02(a) with respect to Class B Units and to ensure that no holder of Class B Units shall have any rights from and after the Effective Time with respect to any Class B Units except as expressly provided in Section 1.02(a), *provided* that such actions shall expressly be conditioned upon the consummation of the Merger and each of the other transactions contemplated hereby and shall be of no force or effect if this Agreement is terminated.

1.04. Exchange of Units; Paying Agent; Direction Letter.

(a) The Paying Agent shall effect the exchange of cash for the Units that are outstanding as of immediately prior to the Effective Time and entitled to payment pursuant to Section 1.02. In connection with such exchange, by no later than ten (10) Business Days prior to the Closing Date, the Paying Agent shall provide each holder of Units with a Letter of Transmittal, substantially in the form of Exhibit B attached hereto (a "Letter of Transmittal"). Prior to the Closing Date, the Paying Agent, the Parent and the Representative shall enter into a Paying Agent Agreement (the "Paying Agent Agreement"), substantially in the form of Exhibit C attached hereto. Prior to the Effective Time, the Parent shall transfer to the Paying Agent via wire transfer of immediately available funds, cash in an amount equal to the Closing Payment Amount. The Paying Agent shall hold such funds and deliver them in accordance with the terms and conditions hereof and the terms and conditions of the Paying Agent Agreement. Each holder of Units outstanding as of immediately prior to the Effective Time may deliver a duly executed and completed Letter of Transmittal and, after the Effective Time, the Paying Agent shall promptly deliver or cause to be delivered to such holder a wire transfer in an amount equal to the amount of cash to which such holder is entitled under Section 1.02 to the account(s) designated by such holder in such holder's Letter of Transmittal; *provided*, that the Paying Agent shall deliver or cause to be delivered such amounts on the Closing Date to any holder of Units that has delivered a duly executed and completed Letter of Transmittal to the Paying Agent at least two (2) Business Days prior to the Closing Date. Except as provided in the Escrow Agreement for any Securityholder with respect to the Escrow Amount, in no event shall any holder of Units who delivers a Letter of Transmittal be entitled to receive interest on any of the funds to be received in the Merger. All fees and expenses of the Paying Agent shall be paid 50% by the Parent and 50% by the Company (as a Transaction Expense). Any Units held by a holder that has delivered a Letter of Transmittal to the Company pursuant to this Section 1.04(a) shall not be transferable on the books of the Company without the Parent's prior written consent. At the Effective Time, the share transfer books of the Company shall be closed, and thereafter there shall be no further registration of transfers of Units theretofore outstanding on the records of the

Company. From and after the Effective Time, the holders of Units outstanding immediately prior to the Effective Time shall cease to have any rights with respect thereto except as otherwise provided in this Agreement or by Law. On or after the Effective Time, any Units presented to the Surviving Company or the Parent for any reason shall be converted into the consideration payable in respect thereof pursuant to Section 1.02 without any interest thereon. Any portion of the funds held by the Paying Agent pursuant to this Agreement that remains undistributed to the holders of Units twelve (12) months after the Effective Time shall be delivered to the Surviving Company, upon demand, and any holder of Units that has not previously complied with this Section 1.04(a) prior to the end of such twelve (12) month period shall thereafter look only to the Surviving Company for payment of its claim for the applicable portion of the Merger Consideration in respect of such Units.

(b) Each of Aquiline and Founders Intermediate Holding Company, LLC shall be entitled to deliver a direction letter to the Parent, the Company and the Paying Agent within three (3) Business Days prior to the Closing (or, if applicable, to the Representative after the Closing with respect to any payment of the Merger Consideration to be made after the Closing), directing that the Merger Consideration payable to Aquiline or Founders Intermediate Holding Company, LLC, respectively, under this Agreement or the Blocker Purchase Agreements, as applicable, be paid to certain third parties in accordance with the terms of Section 4.2 of the Company LLC Agreement and/or the Congdon Arrangement.

1.05. Representative Amount. Concurrent with the Effective Time, the Parent shall (a) deduct from the Merger Consideration otherwise due pursuant to Section 2.01(a) and the Blocker Closing Payment Amount otherwise due pursuant to Section 1.1 of the Blocker Purchase Agreements, a portion of the Merger Consideration in an aggregate amount equal to $250,000, or such higher amount as the Representative may designate in writing to the Company and the Parent at least five (5) Business Days prior to the Closing, and (b) deliver such amount to the Representative, on behalf of the Securityholders, at the Closing by wire transfer of immediately available funds to the account(s) designated by the Representative, to satisfy potential future obligations of the Securityholders to the Representative, including expenses of the Representative arising from the defense or enforcement of claims pursuant to Sections 1.09, 8.02 and 10.01 (in the aggregate, the "Representative Amount"). Each Securityholder's pro rata portion of the Representative Amount that is delivered to, and held by, the Representative on behalf of each Securityholder shall be determined based on such Securityholder's Pro Rata Percentage. The Representative Amount shall be retained in whole or in part by the Representative for such time as the Representative shall determine in its sole discretion, at which time the Representative shall deposit the remaining amounts with the Paying Agent, for the benefit of the Securityholders, which shall promptly distribute to the Securityholders their Pro Rata Percentages of any remaining amounts distributed under this Section 1.05.

1.06. Organizational Documents. At the Effective Time, by virtue of the Merger and without any action on the part of the Parent, the Merger Sub, the Company or the holders of any shares of capital stock or membership interests, as applicable, of any of the foregoing, the certificate of formation of the Company shall be the certificate of formation of the Surviving Company as of the Effective Time, until thereafter amended, subject to Section 6.03, in accordance with the provisions thereof and the Delaware LLC Law. At the Effective Time, the Company LLC Agreement, as in effect immediately prior to the Effective Time, shall be

amended and restated to be in the form attached hereto as Exhibit D (the "Surviving Company LLC Agreement"), until thereafter amended, subject to Section 6.03, in accordance with the provisions thereof and the Delaware LLC Law.

1.07. Directors and Officers. From and after the Effective Time, until successors are duly elected, appointed or otherwise designated in accordance with applicable Law, the managers of the Merger Sub at the Effective Time shall be the managers of the Surviving Company, and the officers of the Company at the Effective Time shall be the officers of the Surviving Company, each such initial manager and initial officer to hold office in accordance with the Surviving Company LLC Agreement as in effect from and after the Effective Time.

1.08. Closing Calculations. Not less than five (5) Business Days prior to the anticipated Closing Date, the Company shall deliver to the Parent a statement, accompanied by a certificate executed on its behalf by the Chief Financial Officer of the Company, setting forth (a) an estimated consolidated balance sheet of the Group Companies as of the Reference Time (after giving effect to the Pre-Closing Transactions), (b) a good faith calculation of the Company's estimate of Indebtedness (the "Estimated Indebtedness"), Net Working Capital (the "Estimated Net Working Capital"), the sum of the WNFIC Statutory Surplus and MacNeill Liabilities (the "Estimated WNFIC Cash Amount") and Transaction Expenses ("Estimated Transaction Expenses") as of the Reference Time (after giving effect to the Pre-Closing Transactions) and (c) the Closing Residual Cash Consideration, the Closing Payment Amount and the Blocker Closing Payment Amount (the "Estimated Closing Statement"). The Estimated Closing Statement and the determinations contained therein shall be prepared in accordance with this Agreement. The Company shall consult in good faith with the Parent regarding the preparation of the Estimated Closing Statement, including any estimates of such amounts. The Company's calculations shall be accompanied by reasonable supporting detail. Not less than two (2) Business Days prior to the anticipated Closing Date, the Parent may notify the Company of its good faith objections, if any, to the Estimated Closing Statement and, after reviewing Parent's objections, if any, in good faith, the Company may elect in its sole discretion to deliver a revised Estimated Closing Statement to the Parent at least one (1) Business Day prior to the anticipated Closing Date.

1.09. Final Closing Balance Sheet Calculation. As promptly as possible, but in any event within seventy-five (75) days after the Closing Date, the Parent shall deliver to the Representative (a) a consolidated balance sheet of the Group Companies as of the Reference Time (after giving effect to the Pre-Closing Transactions) (the "Closing Balance Sheet"), and (b) a statement showing the Indebtedness, Net Working Capital, WNFIC Statutory Surplus, MacNeill Liabilities and Transaction Expenses (the "Closing Statement") as of the Reference Time (after giving effect to the Pre-Closing Transactions). The Closing Balance Sheet shall be prepared and Indebtedness, Net Working Capital, WNFIC Statutory Surplus, MacNeill Liabilities and Transaction Expenses shall be determined in accordance with this Agreement. The Parties agree that the purpose of preparing the Closing Balance Sheet and determining Indebtedness, Net Working Capital, WNFIC Statutory Surplus, MacNeill Liabilities and Transaction Expenses and the related purchase price adjustment contemplated by this Section 1.09 is to measure the amount of Indebtedness, changes in Net Working Capital, changes in WNFIC Statutory Surplus, MacNeill Liabilities and Transaction Expenses and such processes are not intended to permit the introduction of different judgments, accounting methods, policies, principles, practices, procedures, classifications or estimation methodologies for the purpose of

preparing the Closing Balance Sheet or determining Indebtedness, Net Working Capital, WNFIC Statutory Surplus, MacNeill Liabilities and Transaction Expenses. After delivery of the Closing Statement, the Representative and its accountants and other representatives shall be permitted full access at reasonable times to review the Surviving Company's and its Subsidiaries' books and records and any work papers related to the preparation of the Closing Statement. The Representative and its accountants and other representatives may make inquiries of the Parent, the Surviving Company, its Subsidiaries and their respective accountants and employees regarding questions concerning or disagreements with the Closing Statement arising in the course of their review thereof, and the Parent shall use its, and shall cause the Surviving Company and its Subsidiaries to use their, commercially reasonable efforts to cause any such accountants and employees to cooperate with and respond to such inquiries. If the Representative has any objections to the Closing Statement, the Representative shall deliver to the Parent a statement setting forth its objections thereto (an "Objections Statement"). If an Objections Statement is not delivered to the Parent within forty-five (45) days following the date of delivery of the Closing Statement, the Closing Statement shall be final, binding and non-appealable by the Parties. The Representative and the Parent shall negotiate in good faith to resolve any such objections, but if they do not reach a final resolution within twenty (20) Business Days after the delivery of the Objections Statement, the Representative and the Parent shall submit such dispute to the New York office of WeiserMazars, or if they are not independent pursuant to the rules and regulations of the Securities and Exchange Commission at the time, another nationally recognized independent accounting firm reasonably acceptable to the Parent and the Representative (the "Dispute Resolution Arbiter"). Any further submissions to the Dispute Resolution Arbiter must be written and delivered to each party to the dispute. The Dispute Resolution Arbiter shall consider only those items and amounts that are identified in the Objections Statement as being items which the Representative and the Parent are unable to resolve. The Dispute Resolution Arbiter's determination shall be based solely on the definitions of Indebtedness, Net Working Capital, WNFIC Statutory Surplus, MacNeill Liabilities and Transaction Expenses contained herein and the provisions of this Agreement, including this Section 1.09. The Representative and the Parent shall use their commercially reasonable efforts to cause the Dispute Resolution Arbiter to resolve all disagreements as soon as practicable in amounts between the disputed amounts set forth in the Closing Statement and the Objections Statement. Further, the Dispute Resolution Arbiter's determination shall be based solely on the presentations by the Parent and the Representative that are in accordance with the terms and procedures set forth in this Agreement (i.e., not on the basis of an independent review). The resolution of the dispute by the Dispute Resolution Arbiter shall be final and binding on and non appealable by the Parties hereto. The costs and expenses of the Dispute Resolution Arbiter shall be allocated between the Parent, on the one hand, and the Representative (on behalf of the Securityholders), on the other hand, based upon the percentage that the portion of the contested amount not awarded to each Party bears to the amount actually contested by such Party. For example, if the Representative claims Net Working Capital is $1,000 greater than the amount determined by the Parent, and the Parent contests only $500 of the amount claimed by the Representative, and if the Dispute Resolution Arbiter ultimately resolves the dispute by awarding the Representative (for the benefit of the Securityholders) $300 of the $500 contested, then the costs and expenses of arbitration shall be allocated sixty percent (60%) (i.e., 300 ÷ 500) to the Parent and forty percent (40%) (i.e., 200 ÷ 500) to the Representative (for the benefit of the Securityholders).

1.10. Post-Closing Adjustment Payment.

(a) If the Final Residual Cash Consideration is greater than the Closing Residual Cash Consideration, the Parent shall promptly (but in any event within two (2) Business Days) pay to the Paying Agent (for distribution to the Securityholders in accordance with Section 1.02(a)(iv) or, in the case of Aquiline and New York Life, in accordance with Section 1.1(b) of the respective Blocker Purchase Agreements) the amount of such difference by wire transfer of immediately available funds to an account designated in writing by the Paying Agent to the Parent.

(b) If the Final Residual Cash Consideration is equal to or less than the Closing Residual Cash Consideration, the Parent and the Representative (on behalf of the Securityholders) shall promptly (but in any event within two (2) Business Days) deliver joint written instructions to the Escrow Agent to (i) pay to the Parent from the Adjustment Escrow Amount (and if such shortfall exceeds the Adjustment Escrow Amount (such excess, the "Working Capital Indemnity Amount"), at the election of the Parent, disburse the Working Capital Indemnity Amount from the Indemnity Escrow Amount) the absolute value of such difference, if any, by wire transfer of immediately available funds to one (1) or more accounts designated by the Parent to the Representative and (ii) release the balance of the Adjustment Escrow Amount (after giving effect to any payment pursuant to clause (i)) to the Representative (for distribution to the Securityholders in accordance with their respective Pro Rata Percentages) by wire transfer of immediately available funds to one (1) or more accounts designated by the Representative to the Parent.

1.11. Escrow Account. Concurrent with the Effective Time, the Parent shall deduct from the Merger Consideration otherwise due pursuant to Section 2.01(a) and the Blocker Closing Payment Amount otherwise due pursuant to Section 1.1 of the Blocker Purchase Agreements, and deposit $32,375,000 (such amount the "Escrow Amount") in immediately available funds into an escrow account (the "Escrow Account") to be established and maintained by the Escrow Agent pursuant to the terms and conditions of an escrow agreement substantially in the form of Exhibit E attached hereto, with such changes as may be required by the Escrow Agent and reasonably acceptable to the Parent and the Representative, to be entered into on the Closing Date by the Parent, the Representative and the Escrow Agent (the "Escrow Agreement"). A portion of the Escrow Amount, equal to $30,375,000, shall be designated as the "Indemnity Escrow Amount", and the remaining portion of the Escrow Account, equal to $2,000,000, shall be designated as the "Adjustment Escrow Amount". The Adjustment Escrow Amount shall serve solely as security for, and a source of payment of, the Parent's rights pursuant to Section 1.10(b)(i), if any, and the Indemnity Escrow Amount shall serve as a security for, and a source of payment of, the Parent Indemnified Parties' rights pursuant to Article VIII, if any, or pursuant to the parenthetical in Section 1.10(b)(i), if any. All fees and expenses of the Escrow Agent shall be paid 50% by the Parent and 50% by the Company (as a Transaction Expense).

1.12. No Dissenter's Rights. No holder of Units shall be entitled to any "dissenter's rights," "appraisal rights" or any similar remedies under Delaware LLC Law or any other applicable law.

1.13. No Withholding. Provided that the Company delivers the certificate referred to in Section 7.01(j)(iii), the Parent shall pay in full all consideration payable pursuant to this Agreement, without any set-off, deductions or withholdings of any nature whatsoever in respect of the Class A Units. With respect to the Class B Units, the Parties believe that no set-off, deductions or withholdings of any nature whatsoever are required in connection with the payments to be made to the Class B Units pursuant to this Agreement. However, if the Parent concludes, after the date hereof, but prior to Closing, that withholding is required pursuant to applicable Tax Law in respect of a payment pursuant to this Agreement to any Class B Unit holder, the Parent shall promptly notify Representative of such requirement and work in good faith with Representative to mitigate any such withholding. To the extent any such withholding cannot be mitigated, the Parent, the Company, or the Surviving Company shall be entitled to deduct and withhold from the consideration otherwise payable with respect to such Class B Units pursuant to Section 1.02 above, at the time such consideration is paid, such amounts as the Parent, the Company, or the Surviving Company is required to deduct and withhold with respect to the making of such payment under the Code, or any applicable provision of Tax Law. To the extent that amounts are so withheld, such withheld amounts shall be timely paid to the appropriate Tax authority and shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding was made.

1.14. Reference Statement. Exhibit F sets forth an illustrative statement (the "Reference Statement") prepared in good faith by the Company in cooperation with the Parent setting forth the various line items used (or to be used) in, and illustrating as of the date set forth therein, the calculation of Indebtedness, Net Working Capital and WNFIC Statutory Surplus prepared and calculated in accordance with this Agreement.

1.15. Purchase Price Allocation. The Parties agree that an election under Section 754 of the Code (and any analogous state or local provision) (the "Section 754 Election") shall be made for the Company and that the Company's Tax Returns shall be prepared in a manner consistent with such election. For purposes of determining (i) the adjustments to tax basis of the Company's assets under Section 743(b) of the Code resulting from the Section 754 Election and (ii) the portion of the gain or loss recognized by the Securityholders upon the sale and purchase of the Units pursuant to this Agreement that is attributable to the Company's "unrealized receivables" and "inventory items" (as such terms are defined in Section 751 of the Code), the Parties agree that the Merger Consideration (excluding any amounts attributable to the acquisition of the Blockers that are acquired at the Closing, but plus other relevant items required under the Code, including the Parent's share of the liabilities of the Company as determined under Section 752 of the Code) shall be allocated among the Company's assets in accordance with Code Section 755 and the regulations thereunder and consistent with their fair market values as determined by the Parent and the Representative; *provided*, *however*, that an amount equal to the WNFIC Statutory Surplus shall be allocable to the acquisition of WNFIC. The Parent shall deliver its calculation of such allocation to the Representative within 120 days after the Closing Date (the "Parent's Allocation"). In the event that the Representative objects to the Parent's Allocation, the Representative shall notify the Parent of its objection to such allocation within fifteen (15) days of the receipt of the Parent's Allocation, and the parties shall endeavor in good faith over the next fifteen (15) days to resolve such dispute. If the parties are unable to resolve such dispute within said fifteen (15)-day period, the parties shall submit the dispute to the an independent accounting firm mutually agreed upon by the Representative and the Parent,

which will promptly determine those matters in dispute (based on presentations from the parties and not based on its independent review) and will render a written report as to the disputed matters (the matters determined by such n firm, together with those matters that were agreed by the parties, the "Agreed Allocation"). The Agreed Allocation shall be subject to adjustment, as appropriate, pursuant to Section 1.09 or Section 1.10. The costs and expenses of the accounting firm shall be split evenly by the Parent, on the one hand, and the Representative, on the other hand. The Parent, the Group Companies and the Representative shall file any Tax Returns and any other governmental filings on a basis consistent with such allocation of fair market value. Neither the Parent nor the Representative nor any of their Affiliates shall take any position (whether in audits, tax returns or otherwise) that is inconsistent with such allocation unless required to do so by applicable law.

1.16. Contingent Consideration.

(a) In the event a definitive agreement with respect to a Transaction has been executed by the Parent or any of its controlled Affiliates (or, prior to the Closing, by the Company or any Group Company) (a "Definitive Transaction Agreement") at any time prior to July 15, 2015, the Parent shall pay the Contingent Consideration in the form of a cash payment to the Representative for distribution in accordance with Section 1.16(h) upon the closing of a Transaction at any time (a "Transaction Closing") (or, if such Transaction Closing occurs prior to the Closing Date, at the Closing). For purposes of this Section 1.16, "Transaction" means any of the potential Acquisitions identified in Schedule 1.16 of the Company Disclosure Schedules.

(b) In the event a Definitive Transaction Agreement has not been executed by a Group Company prior to the Closing Date, from and after the Closing Date, the Parent shall promptly (and within five (5) Business Days of execution) notify the Representative in writing of the execution by the Parent or any of its controlled Affiliates of any Definitive Transaction Agreement.

(c) In the event a Transaction Closing for a Transaction has not occurred prior to the Closing Date, from and after the Closing Date, the Parent shall promptly notify the Representative in writing no later than ten (10) Business Days prior to the anticipated date of a Transaction Closing and, subject to Schedule 1.16, the amount of the Contingent Consideration which will become due and payable upon such Transaction Closing. The calculation of the Contingent Consideration shall be determined in accordance with the terms and conditions set forth in Schedule 1.16 attached hereto.

(d) Prior to the Closing Date, the Parent and the Company shall cooperate and work together to enable the Company to enter into a Definitive Transaction Agreement as promptly as practicable (without limiting any rights of the Parent under Section 5.01). The Company shall consult with the Parent regarding the status and substance of any discussions and negotiations regarding the material terms of any Definitive Transaction Agreement and the Company shall reasonably review and consider any input provided by the Parent regarding any such material terms. If any due diligence is to be conducted on a potential Transaction, the Company shall allow the Parent to participate in and consult regarding such due diligence review, subject to the Parent's execution of any non-disclosure agreement(s) that may be required by the Transaction counterparty.

(e) From the Closing Date until July 15, 2015, the Parent shall, and shall cause its controlled Affiliates, to:

(i) if a Definitive Transaction Agreement has been entered into prior to the Closing Date, use best efforts to achieve a Transaction Closing as promptly as practicable;

(ii) if a Definitive Transaction Agreement has not been entered into prior to the Closing Date, use commercially reasonable efforts to enter into a Definitive Transaction Agreement and achieve a Transaction Closing as promptly as practicable, however, the Parent shall retain sole discretion in conducting due diligence associated with a Transaction and in negotiating a Definitive Transaction Agreement; and

(iii) not do anything intentionally to reduce or avoid the opportunity of the Securityholders to receive the Contingent Consideration.

In addition, if, prior to July 15, 2015, the Parent or any of its controlled Affiliates has entered into a Definitive Transaction Agreement, but a Transaction has not closed on or prior to July 15, 2015, the Parent shall, and shall cause its controlled Affiliates, to continue to use commercially reasonable efforts to achieve a Transaction Closing as promptly as practicable after July 15, 2015.

(f) Until July 15, 2015, in the event (i) of a Change of Control of the Surviving Company (other than one involving an Affiliate of the Surviving Company (other than a Subsidiary of the Surviving Company)), then Parent shall notify the Representative within five (5) Business Days of the earlier of (x) the execution of a definitive agreement for such transaction and (y) ten (10) Business Days prior to the consummation of such transaction, and in each case, proper provision shall be made prior to or concurrently with (and as a condition to) the consummation of such transaction so that the successors and assigns of the Surviving Company (or Group Company) in such transaction, as the case may be, shall, from and after the consummation of such transaction, become lawfully bound by the Contingent Consideration obligations set forth in this Section 1.16.

(g) In the event a Transaction Closing has not occurred prior to the Closing Date, from and after the Closing, and until July 15, 2015, the Parent shall provide the Representative, upon the Representative's request, with a reasonably detailed report of the efforts of Parent and its controlled Affiliates to enter into a Definitive Transaction Agreement and its progress with respect thereto. In addition, if, prior to July 15, 2015, the Parent or any of its controlled Affiliates has entered into a Definitive Transaction Agreement, but a Transaction has not closed on or prior to July 15, 2015, the Parent shall provide the Representative, upon the Representative's request, with a reasonably detailed report of the efforts of Parent and its controlled Affiliates to achieve a Transaction Closing and its progress with respect thereto.

(h) The Contingent Consideration due under this Section 1.16 shall, for the avoidance of doubt, be payable only once and shall be paid upon (and concurrently with) a Transaction Closing by wire transfer of immediately available funds to the accounts specified by the Representative. Subject to Schedule 1.16, any Contingent Consideration received will be distributed by the Representative to each of the Securityholders based on their respective Pro Rata Percentage.

(i) The Parties agree that all payments of Contingent Consideration shall be treated as being made in exchange for the Units for income tax purposes and shall not take any position inconsistent therewith.

1.17. New York Life Blocker Purchase Agreement. The Parties acknowledge and agree that, in accordance with the terms and conditions of the New York Life Blocker Purchase Agreement, in the event that the conditions to closing set forth in Section 5(b) of the New York Life Blocker Purchase Agreement are not satisfied or waived by the Parent prior to the Effective Time, New York Life shall not sell the capital stock of the Blockers to the Parent, and in lieu thereof, the Units owned by the New York Life Blockers shall be acquired by Parent by virtue of the Merger pursuant to the terms of Section 1.02. In such event, the Parties agree that (i) for purposes of Section 7.01(g) and Section 7.02(g), the transactions contemplated by the New York Life Blocker Purchase Agreement shall be deemed to have been consummated immediately prior to the Merger, (ii) the Blocker Closing Payment Amount shall only include the aggregate amount payable to Aquiline pursuant to the Aquiline Blocker Purchase Agreement and (iii) such other changes to this Agreement and the other agreements contemplated hereby shall be deemed to be automatically made to reflect the fact that the New York Life Blockers are not being sold pursuant to the New York Life Blocker Purchase Agreements, but rather that the Units held by the New York Life Blockers shall be treated under this Agreement like all other issued and outstanding Units held by the Securityholders (other than Aquiline and New York Life) immediately prior to the Effective Time.

ARTICLE II

THE CLOSING

2.01. The Closing. Unless this Agreement shall have been terminated pursuant to Section 9.01, subject to the satisfaction or waiver of each of the conditions set forth in Article VII, unless another date, time or place is agreed to in writing by the Parties hereto, the closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Willkie Farr & Gallagher LLP located at 787 Seventh Avenue, New York, New York 10019 at 10:00 a.m. local time, on: (i) if the Satisfaction Date falls on or before the fifteenth (15th) day of the month in which it occurs, the second Business Day following the Satisfaction Date; and (ii) if the Satisfaction Date falls after the fifteenth (15th) day of the month in which it occurs, the first Business Day of the month following the month in which the Satisfaction Date occurs. The actual date and time of the Closing are herein referred to as the "Closing Date." Notwithstanding the foregoing, if on or prior to January 29, 2014 the Company provides written notice to the Parent that it has entered into an agreement with a buyer to acquire 100% of the capital stock of WRMAI, and, as of the Satisfaction Date, the regulatory approvals required for such sale have not been obtained but can reasonably be expected to be obtained within twenty (20) Business Days after the Satisfaction Date, then, notwithstanding the occurrence of the Satisfaction Date, the Parties shall work together in good faith to consummate such sale of WRMAI no later than twenty (20) Business Days after the Satisfaction Date and (i) if, after the Parties work together in good faith and within such twenty (20) Business Day period, (x) the sale

of WRMAI can be consummated on or before the fifteenth (15th) day of a given month, the Closing shall occur on the first Business Day of the month in which the sale of WRMAI can be consummated or (y) the sale of WRMAI can only be consummated after the fifteenth (15th) day of a given month, the Closing shall occur on the last Business Day of such month or (ii) if, after the Parties work together in good faith and at the end of such twenty (20) Business Day period (the "Sale End Date"), the sale of WRMAI has not been consummated (and cannot be consummated by the Sale End Date), then (x) if the Sale End Date falls on or before the fifteenth (15th) day of a given month, the Closing shall occur on the second Business Day following the Sale End Date or (y) if the Sale End Date falls after the fifteenth (15th) day of a given month, the Closing shall occur on the last Business Day of such month (and in the case of clause (ii) the capital stock of WRMAI shall be spun-off to the Company's members immediately prior to the Closing as contemplated by Annex A).

2.02. Transactions at or Prior to Closing. Subject to the terms and conditions of this Agreement, at or prior to the Closing, following receipt of all applicable Transaction Approvals, the Company shall, and shall cause its Affiliates, to consummate the pre-closing transactions set forth on Annex A (the "Pre-Closing Transactions").

2.03. The Closing Transactions. Subject to the terms and conditions set forth in this Agreement, the Parties shall consummate the following transactions at the Closing:

(a) the Company and the Merger Sub shall cause the Certificate of Merger to be executed, acknowledged and filed with the Secretary of State of the State of Delaware;

(b) in accordance with Section 1.04(a), the Parent shall deliver the Closing Payment Amount set forth in the Estimated Closing Statement to the Paying Agent, by wire transfer of immediately available funds to the account(s) designated in writing by the Paying Agent;

(c) the Parent shall deliver the Blocker Closing Payment Amount set forth in the Estimated Closing Statement to Aquiline and New York Life, as applicable, in accordance with the Blocker Purchase Agreements, by wire transfer of immediately available funds to the account(s) designated in writing by Aquiline and New York Life, as applicable;

(d) in accordance with Section 1.05, the Parent shall deliver to the Representative the Representative Amount, by wire transfer of immediately available funds to the account(s) designated in writing by the Representative;

(e) the Parent shall deposit the Escrow Amount into the Escrow Account;

(f) subject to Section 5.05, the Parent shall repay, or cause to be repaid, on behalf of the Group Companies (including, if so desired, by directing the Company to use freely available Cash to repay), all amounts necessary to discharge fully the then outstanding balance of all Indebtedness under the Credit Agreement, by wire transfer of immediately available funds to the account(s) designated by the holders of such Indebtedness;

(g) the Parent and the Company shall make such other deliveries as are required by Article VII hereof; and

(h) the Parent shall pay, or cause to be paid, on behalf of the Company, the Transaction Expenses by wire transfer of immediately available funds as directed by the Representative.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Parent as follows, except as set forth in the Company Disclosure Schedules.

3.01. Organization and Power. The Company is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware, and the Company has all requisite limited liability company power and authority and all authorizations, licenses and permits necessary to own and operate its properties and to carry on its businesses as now conducted, except where the failure to hold such authorizations, licenses and permits would not have a Material Adverse Effect. The Company is qualified to do business in every jurisdiction in which its ownership of property or the conduct of business as now conducted requires it to qualify, except where the failure to be so qualified would not have a Material Adverse Effect.

3.02. Subsidiaries.

(a) Schedule 3.02(a) accurately sets forth each Subsidiary of the Company, its name, place of incorporation or formation, and if not wholly owned directly or indirectly by the Company, the record ownership as of the date of this Agreement of all capital stock or other equity interests issued thereby. Each of the Subsidiaries identified on Schedule 3.02(a) is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, has all requisite corporate, or other legal entity, as the case may be, power and authority and all authorizations, licenses and permits necessary to own and operate its properties and to carry on its businesses as now conducted and is qualified to do business in every jurisdiction in which its ownership of property or the conduct of its businesses as now conducted requires it to qualify, except in each such case where the failure to hold such authorizations, licenses and permits or to be so qualified would not be material to the Group Companies taken as a whole. The capitalization and authorized and issued capital stock or other equity interests of each Subsidiary of the Company is described and held, beneficially and of record, as set forth in Schedule 3.02. There are no options, warrants, convertible or exchangeable securities, calls, subscriptions, pre-emptive rights or other rights to purchase or acquire from the Company or any Subsidiary of the Company, the issued or unissued capital stock or other securities of, or other equity interests in, any Subsidiary of the Company. There are no agreements, arrangements, understandings, obligations or other commitments of the Company or any Subsidiary of the Company to issue, transfer or sell or cause to be issued, transferred or sold any shares of capital stock or other securities of, or other equity interests in, any Subsidiary of the Company.

(b) All of the outstanding shares of capital stock or other equity interests of each the Subsidiary of the Company are duly authorized, validly issued, fully paid, non-assessable

and free of any pre-emptive or similar rights with respect thereto and, after giving effect to the Lien releases contemplated by Section 5.05, all such shares or equity interests are owned, of record and beneficially, by the Company or another wholly-owned (either direct or indirect) Subsidiary of the Company free and clear of all Liens or limitations on the right to vote, sell or otherwise dispose of such shares. There are no "phantom stock" or similar obligations of the Company or any Subsidiary of the Company with respect to any Subsidiary of the Company. Neither the Company nor any of its Subsidiaries owns or holds the right to acquire any stock, partnership interest or joint venture interest or other equity ownership interest in any other corporation, organization or entity.

3.03. Authorization; No Breach; Valid and Binding Agreement.

(a) The execution, delivery and performance of this Agreement by the Company and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite corporate action, and, subject to obtaining the Member Approval, no other corporate proceedings on its part are necessary to authorize the execution, delivery or performance of this Agreement. The approval of (i) members of the Company who own more than fifty percent (50%) of the then current percentage or other interest in the profits of the Company owned by all of the members of the Company and (ii) the Aquiline Blockers (clause (i) and (ii), the "Member Approval") are the only votes of the membership interests of the Company required to approve this Agreement and the transactions contemplated by this Agreement, including the Merger.

(b) Except for (v) the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, (w) the Member Approval, (x) compliance with and filings under the HSR Act and any other Antitrust Law, and (y) the Transaction Approvals, the execution, delivery, performance and compliance with the terms and conditions of this Agreement by the Company and the consummation of the transactions contemplated hereby do not and shall not (i) violate, conflict with, result in any breach of, or constitute a default under any of the provisions of the certificates of incorporation or bylaws (or equivalent organizational documents) of any Group Company, (ii) violate or result in a breach of or constitute a violation or default under any Material Contract, (iii) result in the imposition or creation of any material Lien upon or with respect to any of the assets of any of the Group Companies or (iv) violate any Law to which any of the Group Companies is subject, except where the failure of any of the representations and warranties contained in clauses (ii), (iii) or (iv) above to be true would not be material to the Group Companies taken as a whole.

(c) Assuming that this Agreement is a valid and binding obligation of the other parties hereto, this Agreement constitutes a valid and binding obligation of the Company, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies.

3.04. Capitalization.

(a) On the date hereof, the issued and outstanding membership interests of the Company consist of (A) 20,995,649.30 Class A Units and (B) 1,319,044 Class B Units. All the

outstanding membership interests of the Company have been duly and validly authorized and issued and were issued in accordance with the registration or qualification requirements of the Securities Act of 1933, as amended, and any relevant state securities Laws or pursuant to valid exemptions therefrom. On the date hereof there are no membership interests or any other equity security of the Company issuable upon conversion or exchange of any issued and outstanding security of the Company nor are there any rights, options outstanding or other agreements to acquire membership interests or any other equity security of the Company nor is the Company contractually obligated to purchase, redeem or otherwise acquire any of its outstanding membership interests that would survive the Closing. No Securityholder is entitled to any preemptive or similar rights to subscribe for membership interests of the Company that would survive the Closing.

(b) Schedule 3.04(b) sets forth a true, correct and complete list, in each case as reflected in the Company's books and records as of the date hereof, of the issued and outstanding membership interests of the Company, the names of the record holders thereof and the number and type of membership interests owned by each such holder.

3.05. Financial Statements.

(a) The Company's unaudited consolidated balance sheet as of September 30, 2013 (the "Latest Balance Sheet") and the related statement of income for the nine (9) month period then ended and the Company's audited consolidated balance sheet and statements of operations, members' equity and cash flows for the fiscal year ended December 31, 2012 (collectively, the "Financial Statements") have been prepared in accordance with GAAP, consistently applied, and present fairly in all material respects the financial condition and results of operations of the Group Companies and WRMAI (taken as a whole) as of the times and for the periods referred to therein, subject in the case of the unaudited financial statements to (i) the absence of footnote disclosures and other presentation items and (ii) changes resulting from normal year-end adjustments; *provided, however,* that the Company does not in any way provide any representations and warranties pursuant to this Section 3.05 relating to the financial condition and results of operations of WRMAI as may be included or reflected in the Financial Statements.

(b) Since January 1, 2012, WNFIC has timely filed or submitted all annual statutory financial statements and, to the extent applicable Law requires, has timely filed or submitted all quarterly statements, together with all exhibits, interrogatories, notes, schedules and any actuarial opinions, affirmations or certifications or other supporting documents in connection therewith, required to be filed with or submitted to the appropriate insurance regulatory authorities of each jurisdiction in which it is licensed, authorized or eligible on forms prescribed or permitted by such authority (as filed through the date hereof, collectively, the "Statutory Statements"), except, in each case, as has been cured or resolved to the satisfaction of such insurance regulatory authority without imposition of any material penalty.

(c) The Company has previously delivered or made available to the Parent true and complete copies of all annual Statutory Statements filed with Governmental Entities for WNFIC for the periods beginning January 1, 2012, and all quarterly Statutory Statements filed with Governmental Entities for WNFIC since January 1, 2012, each in the form (including

exhibits, annexes and any amendments thereto) filed with the applicable insurance regulatory authority. The Statutory Statements were prepared in accordance with SAP prescribed or permitted by the Texas Department of Insurance (the "Insurance Regulator") applied on a consistent basis and fairly present, in all material respects in accordance with SAP, the financial position of WNFIC, the admitted assets, liabilities, capital and surplus of WNFIC at their respective dates and the results of operations, changes in surplus and cash flows of such WNFIC at their respective dates thereof.

(d) The Statutory Statements complied in all material respects with all applicable Laws when filed or submitted and no material violation or deficiency has been asserted in writing (or, to the knowledge of Company, orally) by any Governmental Entity with respect to any of the Statutory Statements that have not been cured or otherwise resolved to the satisfaction of such Governmental Entity. The statutory balance sheets and income statements included in the annual Statutory Statements have been audited by WNFIC's independent auditors, and the Company has delivered or made available to the Parent true and complete copies of all audit opinions related thereto for the periods beginning January 1, 2012 through the date hereof, in each case as filed with the applicable Insurance Regulator of WNFIC. Except as is indicated therein, all assets that are reflected on the Statutory Statements comply in all material respects with all applicable Laws regulating the investments of WNFIC and all applicable Laws with respect to admitted assets. The financial statements included in the Statutory Statements accurately reflect in all material respects the extent to which, pursuant to applicable Laws and SAP, WNFIC is entitled to take credit for reinsurance (or any local equivalent concept) on such Statutory Statements.

(e) The insurance policy reserves for claims, losses (including incurred but not reported losses), loss adjustment expenses (whether allocated or unallocated) and unearned premium of WNFIC contained in the Statutory Statements for the nine (9) month period ended September 30, 2013 (A) were, to the extent applicable, determined in all material respects in accordance with generally accepted actuarial standards consistently applied (except as otherwise noted in the financial statements and notes thereto included in such financial statements), (B) satisfied the requirements of all applicable Laws in all material respects and (C) are adequate to cover in all material respects the estimated present value as of September 30, 2013 of all claims, losses (including incurred but not reported losses), loss adjustment expenses (whether allocated or unallocated) and unearned premium of WNFIC (under generally accepted actuarial standards consistently applied) contained in the Statutory Statements for the nine (9) month period ended September 30, 2013.

(f) The Company has established a system of internal accounting controls that, in all material respects, are sufficient to provide reasonable assurance that: (i) transactions of the Group Companies are executed in accordance with general or specific authorizations of the Group Companies' management or directors; (ii) transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP; and (iii) any unauthorized use, acquisition or disposition of any Group Company's assets that would materially affect the Company's consolidated financial statements would be prevented or timely detected.

3.06. Absence of Certain Developments; Undisclosed Liabilities.

(a) During the period from the date of the Latest Balance Sheet to the date of this Agreement, other than in connection with the Pre-Closing Transactions, none of the Group Companies has:

(i) suffered a Material Adverse Effect;

(ii) effected any recapitalization, reclassification, equity split or like change in its capitalization;

(iii) subjected any material portion of its properties or assets to any material Lien, except for Permitted Liens;

(iv) sold, assigned or transferred any material portion of its tangible assets, except in the ordinary course of business and except for sales of obsolete assets or assets with *de minimis* or no book value;

(v) sold, assigned or transferred any material Intellectual Property, except in the ordinary course of business;

(vi) made any material capital investment in, or any material loan to, any other Person, except in the ordinary course of business or pursuant to any existing agreement;

(vii) amended or authorized the amendment of its organizational documents;

(viii) except as required by GAAP, SAP or applicable Law, changed any of the accounting principles or practices used by the Group Companies;

(ix) suffered any material damage, destruction or other casualty loss with respect to material property owned by any Group Company that is not covered by insurance;

(x) except for issuances of replacement certificates for Units and except for issuance of new certificates for Units in connection with a transfer of Units by the holder thereof, issued, sold or delivered any of its equity securities or issued or sold any securities convertible into, or options with respect to, or warrants to purchase or rights to subscribe for, any equity securities;

(xi) made any redemption or purchase of its equity interests (other than with respect to the repurchase of Units or other equity interests from former employees of a Group Company pursuant to existing agreements);

(xii) materially amended or voluntarily terminated (excluding any automatic termination pursuant to the terms of) any Material Contract other than in the ordinary course of business;

(xiii) made any material loan to, or entered into any other material transaction with, any of its managers, officers and employees outside the ordinary course of business except pursuant to any existing agreement or Company Employee Benefit Plan;

(xiv) instituted or settled any Action for more than $500,000;

(xv) canceled any material third party indebtedness owed to any Group Company;

(xvi) granted any material discounts, credits or rebates to any customer or supplier of any Group Company other than in the ordinary course of business;

(xvii) made or changed any material Tax election, changed an annual accounting period, adopted or changed any accounting method, filed any material Tax Return in a manner inconsistent with past practice, filed any amended Tax Return, failed to file any Income Tax Return or other material Tax Return when due (taking into account extensions if written notice thereof has been provided to Parent), failed to pay any material Tax when due, failed to accrue any material Tax in accordance with past custom, entered into any closing agreement, settled any material Tax claim or assessment relating to any of the Group Companies, surrendered any right to claim a refund of material Taxes, or consented to any extension or waiver of the limitation period applicable to any material Tax claim or assessment relating to any of the Group Companies;

(xviii) conducted its cash management customs and practices other than in the ordinary course of business in all material respects (including with respect to collection of accounts receivable, purchases of inventory and supplies, repairs and maintenance, payment of accounts payable and accrued expenses, levels of capital expenditures and operation of cash management practices generally);

(xix) created, incurred, assumed or guaranteed any Indebtedness (including, without limitation, obligations in respect of capital leases), other than Indebtedness reflected on the Latest Balance Sheet; or

(xx) committed to do any of the foregoing.

(b) No Group Company has any Liability of a nature that would be required to be disclosed on a balance sheet prepared in accordance with GAAP (as in effect on the date hereof), except for Liabilities (a) accrued or specifically reserved against, in the Latest Balance Sheet, (b) incurred in the ordinary course of business since the date of the Latest Balance Sheet, (c) incurred in connection with this Agreement or the transactions contemplated hereby or (d) that would not have a Material Adverse Effect.

(c) Except as required by applicable Law and the insurance and reinsurance licenses maintained by WNFIC or as set forth in Schedule 3.06, WNFIC is not a party to any written agreements, memoranda of understanding, commitment letters or similar undertakings with any Governmental Entity with respect to WNFIC's business, or is bound by any orders or

directives by, or supervisory letters or cease-and-desist orders from, any Governmental Entity with respect to WNFIC's business, and WNFIC has not adopted any board resolution at the request of any Governmental Entity that (i) limits the ability of WNFIC to issue or enter into insurance Contracts or other material reinsurance or retrocession treaties or agreements, slips, binders, cover notes or similar arrangements; (ii) requires any divestiture of any investment of WNFIC; (iii) in any manner relates to the ability of the WNFIC to pay dividends; (iv) requires any investment of WNFIC to be treated as non-admitted assets (or the local equivalent); or (v) otherwise restricts the conduct of WNFIC's business.

3.07. Real Property.

(a) Schedule 3.07(a) contains a true and complete list of all leases, licenses, subleases and occupancy agreements, together with any material amendments thereto (the "Real Property Leases"), with respect to all real property leased, licensed, subleased or otherwise used or occupied by the Group Companies as of the date hereof (the "Leased Real Property"). To the Company's knowledge, the Real Property Leases are in full force and effect, and a Group Company holds a valid and existing leasehold interest under each such Real Property Lease, subject to proper authorization and execution of such lease by the other party and the application of any bankruptcy or creditor's rights Laws, and subject to Permitted Liens. The Company has delivered or made available to the Parent complete and accurate copies of each of the Real Property Leases, and none of such Real Property Leases have been modified as of the date hereof in any material respect, except to the extent that such modifications are disclosed by the copies delivered or made available to the Parent. No Group Company is in default in any material respect under any of the Real Property Leases. Except as would not be material to the Group Companies taken as a whole, to the Company's knowledge, (i) all improvements on the Leased Real Property conform to all requirements contained in the associated lease and all applicable Laws and (ii) as of the date hereof, there are no studies, reports or notices indicating that any of the improvements on the Leased Real Property are defective in design or construction. Except as would not be material to the Group Companies taken as a whole, as of the date hereof, there are no pending or, to the Company's knowledge, threatened condemnation, assessment, annexation or similar Actions affecting or relating to the Leased Real Property, or any portion thereof, and, to the Company's knowledge, no such Action is contemplated by any Governmental Entity. The Group Companies have all easements and rights in respect of the Leased Real Property necessary to conduct their business as currently conducted, except for any failure to have such easements and rights that would not be material to Group Companies taken as a whole.

(b) No Group Company owns any real property.

3.08. Tax Matters.

(a) All Income Tax Returns and all other material Tax Returns required to have been filed by or with respect to each of the Group Companies have been timely filed (taking into account applicable extensions). All such Tax Returns were correct and complete in all material respects, and all income and other material Taxes due and owing by any of the Group Companies (whether or not shown on any Tax Return) have been paid. None of the Group Companies has received any written notice of proposed adjustment, deficiency or underpayment of any Taxes, other than a proposed adjustment, deficiency or underpayment that has been

satisfied by payment or settlement, or withdrawn. No written claim has been made within the past six (6) years by a Tax authority in a jurisdiction where any of the Group Companies does not file Tax Returns that any of the Group Companies is or may be subject to taxation by that jurisdiction. There are no Liens for Taxes upon any of the assets of any of the Group Companies.

(b) Schedule 3.08(b) lists all U.S. federal Income Tax Returns and other material Tax Returns filed by the Group Companies for taxable periods ended on or after December 31, 2011, and indicates those Tax Returns that currently are the subject of audit. The Company has made available to Parent copies of (i) all federal Income Tax Returns and other material Tax Returns for the Group Companies and (ii) all examination reports and statements of deficiencies with respect to such Tax Returns filed by, assessed against or agreed to by any of the Group Companies since December 31, 2011.

(c) There are no pending audits, examinations, investigations or other proceedings by any taxing authority with respect to any of the Group Companies, and none of the Group Companies has received any written notice that such an audit, examination, investigation or other proceeding is or may be threatened.

(d) None of the Group Companies currently is the beneficiary of any extension of time within which to file any material Tax Return, has waived any statute of limitations with respect to Taxes that currently are in effect, or has agreed to any extension of time with respect to any Tax assessment or deficiency that currently is in effect.

(e) Except as set forth on Schedule 3.08(e), none of the Group Companies is a party to or bound by any tax sharing agreement.

(f) None of the Group Companies (i) has been a member of an Affiliated Group filing a consolidated federal income Tax Return or (ii) has any liability for the Taxes of any Person under Section 1.1502-6 of the Treasury regulations (or any similar provision of state, local, or foreign law), as a transferee or successor, or by contract (other than commercial lending arrangements or contracts entered into in the ordinary course of business).

(g) None of the Group Companies will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) change in method of accounting for a taxable period ending on or prior to the Closing Date; (ii) “closing agreement” as described in Section 7121 of the Code (or any corresponding or similar provision of state, local, or foreign income Tax law) executed on or prior to the Closing Date; or (iii) election under Section 108(i) of the Code.

(h) Within the past three (3) years, none of the Group Companies has distributed capital stock of another Person, or has had its capital stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 or 361 of the Code.

(i) None of the Group Companies has been a United States real property holding corporation (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(j) None of the Group Companies is or has been a party to any "listed transaction," as defined in Section 6707A(c)(2) of the Code.

(k) Schedule 3.08(k) sets forth, as of the date hereof, the entity classification of each of the Group Companies for U.S. federal income tax purposes, and the effective date of the election classification election, if any, of each such Group Company.

(l) Neither the anti-churning rules of Section 197(f)(9) of the Code, the Treasury Regulations thereunder, or any corresponding or similar provision of Law presently limit the entitlement of the Group Companies to amortization deductions under Section 197(a) of the Code (and any corresponding or similar provision of Law).

(m) This Section 3.08 constitutes the sole and exclusive representations and warranties of the Group Companies with respect to Taxes related to the Group Companies, and no other representation or warranty contained in any other section of this Agreement shall apply to any such Tax matters and no other representation or warranty, express or implied, is being made with respect thereto.

3.09. Contracts and Commitments.

(a) Except as set forth on Schedule 3.09(a) or as would constitute a Company Employee Benefit Plan, as of the date hereof, no Group Company is party to any:

(i) material Contract or indenture relating to the borrowing of money;

(ii) material guaranty of any obligation for borrowed money or other material guaranty;

(iii) Contracts relating to any completed material business acquisition or disposition by any Group Company within the last two (2) years;

(iv) lease or Contract under which it is lessee of, or holds or operates any personal property owned by any other party, for which the annual rental exceeds $250,000 (excluding the Real Property Leases);

(v) lease or Contract under which it is lessor of or permits any third party to hold or operate any personal property for which the annual rental exceeds $250,000 (excluding the Real Property Leases);

(vi) Contract or group of related Contracts with the same party for the purchase of products or services that (x) is not terminable by the Group Companies upon thirty (30) days notice or less and (y) provides for annual payments by a Group Company in excess of $250,000 during the trailing twelve (12) month period ending on the date of the Latest Balance Sheet;

(vii) material license or royalty Contract relating to the use of any third party intellectual property (other than commercially available software);

(viii) Contract including covenants not to compete;

(ix) collective bargaining Contract or other Contract with any labor union;

(x) Contract requiring an annual or lump-sum payment of $500,000 or more for the employment of any officer, individual employee or other Person on a full-time or consulting basis or any severance agreements;

(xi) Contract with any Affiliate, or current or former officer or director, of any Group Company;

(xii) Contract pursuant to which any assets or properties of the Group Companies are subject to any Lien, other than Permitted Liens;

(xiii) Contract with any Governmental Entity (other than a Contract entered into in the ordinary course of business);

(xiv) Contract that provides for any joint venture, partnership or similar arrangement with a Group Company; or

(xv) any Contract that provides for earn-outs or other contingent obligations to be paid by any Group Company.

(b) The Parent either has been supplied with, or has been given access to, a true and correct copy of all written Contracts that are referred to on Schedule 3.09(a) (collectively, the "Material Contracts"). Except as would not be material to the Group Companies taken as a whole, each Material Contract (assuming due power and authority of, and due execution and delivery by, the other party or parties thereto) is valid and binding on each Group Company that is a party thereto, as applicable, and is in full force and effect.

(c) Except as would not be material to the Group Companies taken as a whole, (i) no Group Company has violated or breached, or committed any default under, any Material Contract; (ii) to the knowledge of the Company, as of the date of this Agreement, no other Person has violated or breached, or committed any material default under, any Material Contract; and (iii) as of the date hereof, no event has occurred and is continuing through any Group Company's actions or inactions that will result in a violation or breach of any of the provisions of any Material Contract.

3.10. Intellectual Property.

(a) All material patents, registrations and applications pertaining to Intellectual Property owned by any Group Company as of the date hereof are set forth on Schedule 3.10. Except for any nonconformance with clauses (A), (B), (C) and (D) below that would not have a Material Adverse Effect: (A) the Company and/or its Subsidiaries, as the case may be, own or have the right to use all Intellectual Property; (B) during the two (2) year period prior to the date of this Agreement, neither the Company nor any of its Subsidiaries has received any written notices of material infringement or misappropriation from any third party with

respect to any third party intellectual property; (C) to the Company's knowledge, no Group Company is currently infringing on the intellectual property of any other Person; and (D) all registered or issued Intellectual Property rights are valid, subsisting and enforceable. The Company takes commercially reasonable steps to maintain the confidentiality of its material trade secrets.

(b) All employees and consultants of any Group Company who contributed to the discovery, creation or development of any material Intellectual Property used or held for use in the conduct of the business of any Group Company did so either (A) within the scope of his or her employment such that, in accordance with applicable Law, all Intellectual Property arising therefrom became the property of a Group Company, or (B) pursuant to written agreements assigning all Intellectual Property rights arising therefrom to a Group Company.

(c) As of the date hereof, the use and dissemination by any of the Group Companies of any and all data and information concerning consumers of its services or users of any websites operated by any Group Company is in compliance in all material respects with all applicable privacy policies, terms of use and applicable Law. The Group Companies use commercially reasonable measures to protect the secrecy of consumer information that they collect and maintain, including all consumer credit card information. There have been no breaches to the security of the systems of any Company and no unauthorized Person has obtained access to such consumer information, except as would not, individually or in the aggregate, reasonably be expected to constitute a Material Adverse Effect.

(d) Schedule 3.10 sets forth a correct and complete list of all material software, databases, applications and programs owned or purported to be owned by the Group Companies (the "Proprietary Software"). The Group Companies own all right, title and interest in and to all versions of the Proprietary Software. The source code for all Proprietary Software is maintained in confidence and has not been disclosed to any third party. To the knowledge of the Company, none of the Proprietary Software includes any timer, clock, counter, virus or other limiting design, routine or instructions: (i) which have destructive capabilities; (ii) which could cause the Proprietary Software (or any portion thereof) to become erased, inoperable or otherwise incapable of being used in the manner for which it was designed; (iii) which would render any hardware or software inoperable; or (iv) which would cause data to become damaged or removed. To the extent any Group Company uses, or the Proprietary Software incorporates, any "open source," "copyleft," or similar software, or any Group Company is a party to "open" or "public source" or similar licenses, such Group Company is in material compliance with the terms of any such licenses.

(e) Schedule 3.10 sets forth a correct and complete list of: (i) all material software other than Proprietary Software used by the Group Companies (other than commercially-available, off-the-shelf software) (the "Licensed Software") and (ii) all agreements pertaining to the Proprietary Software and Licensed Software. Except as set forth on Schedule 3.10, no Person has been granted any right to use any Proprietary Software. The Companies have written agreements related to all Licensed Software.

3.11. Litigation. As of the date hereof, there is no legal action, suit, arbitration, claim or proceeding (whether federal, state, local or foreign, and excluding actions pursuing claims for

insurance under policies or contracts of insurance or reinsurance written or assumed by WNFIC within applicable policy limits) ("Action") pending, at Law or in equity, or before or by any Governmental Entity, or threatened in writing against any Group Company or their respective properties, assets or business, that would reasonably be expected to be material to the Group Companies taken as a whole. No Group Company is subject to any settlement, stipulation, order, writ, judgment, injunction, decree, ruling, determination or award of any court or of any Governmental Entity ("Order") that would reasonably be expected to be material to the Group Companies taken as a whole.

3.12. Governmental Consents, etc. Except for (i) the applicable requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the "HSR Act") and (ii) filings with, and approval of, the insurance regulatory authorities in the jurisdictions listed in Schedule 3.12 (collectively, the "Company Transaction Approvals" and together with the Parent Transaction Approvals, the "Transaction Approvals"), no Group Company is required to submit any notice, report or other filing with any Governmental Entity in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby (including, for the avoidance of doubt, the Pre-Closing Transactions). No consent, approval or authorization of, or declaration or filing with, or notice to, any Governmental Entity is required to be obtained by any Group Company in connection with the execution, delivery or performance of this Agreement or the consummation by the Company of any transaction contemplated hereby, except for such filings or notices the failure of which to make would not be material to the Group Companies taken as a whole.

3.13. Employee Benefit Plans.

(a) Schedule 3.13(a) sets forth, as of the date hereof, each material Company Employee Benefit Plan. With respect to each material Company Employee Benefit Plans, true and complete copies of each of the following have, to the extent applicable, been provided or made available to the Parent or its representatives prior to the date hereof: (i) all material documents, amendments and modifications to such Company Employee Benefit Plan (or, with respect to any material Company Employee Benefit Plan that is not in writing, a written description of the terms thereof), (ii) all material employee communications (including all summary plan descriptions and summaries of material modifications), (iii) the most recent annual reports (Form Series 5500), if any, required under ERISA or the Code, (iv) the most recent financial and actuarial report (if applicable), (v) all material written contracts, instruments or agreements relating to such Company Employee Benefit Plan, including administrative service agreements and group insurance contracts, (vi) the most recent IRS determination or opinion letter issued with respect to each such Company Employee Benefit Plan intended to be qualified under Section 401(a) of the Code, and (vii) all material correspondence with the Department of Labor or the IRS.

(b) The Company Employee Benefit Plans are and have been administered in compliance with their terms and with the requirements of ERISA, the Code and all other applicable Law, except to the extent that noncompliance would not have a Material Adverse Effect.

(c) No Group Company by reason of its affiliation with any member of such Group Company's "Controlled Group" (defined as any organization which is a member of a controlled group of organizations within the meaning of Section 414(b), (c), (m) or (o) of the Code) has incurred or is reasonably expected to incur, any Tax, fine, Lien, penalty or other Liability imposed by ERISA, the Code or other applicable Law except as would not have a Company Material Adverse Effect. Each Company Employee Benefit Plan that is intended to be qualified within the meaning of Section 401(a) of the Code has received a favorable determination letter upon which it may rely regarding its qualified status under the Code or can rely on an opinion letter as to its qualification and such letter or opinion has not been revoked, and to the knowledge of the Company, nothing has occurred, whether by action or failure to act, that would reasonably be expected to cause the loss of such qualification. To the knowledge of the Company, no nonexempt "prohibited transaction" (as such term is defined in Section 406 of ERISA) has occurred with respect to any Company Employee Benefit Plan that could reasonably be expected to result in material liability to the Group Companies. No Company Employee Benefit Plan is (i) subject to Title IV of ERISA, (ii) a multiemployer plan within the meaning of Section 3(37) of ERISA, (iii) a "multiple employer welfare benefit arrangement" (within the meaning of Section 3(40) of ERISA), or (iv) a "multiple employer plan" (within the meaning of Section 413(c) of the Code) and neither any Group Company nor any member of its Controlled Group has at any time in the past six (6) years sponsored or contributed to, or has any liability or obligation in respect of, any such arrangement that has not been satisfied in full.

(d) All payments required to be made by any Group Company pursuant to the terms of a Company Employee Benefit Plan or by any Law governing a Company Employee Benefit Plan (including all contributions, insurance premiums or intercompany charges) with respect to all periods through the date hereof have been made or provided for in all material respects by the appropriate Group Company in accordance with and within the time period prescribed by the provisions of such Company Employee Benefit Plan, applicable Law and GAAP. No trust funding any Company Employee Benefit Plan is intended to meet the requirements of Code Section 501(c)(9).

(e) As of the date hereof, no proceeding is pending or, to the knowledge of the Company, has been threatened in writing against any of the Company Employee Benefit Plans (other than routine claims for benefits and appeals of such claims), or to the knowledge of the Company, any trustee or fiduciary thereof, or any of the assets of any trust of any of the Company Employee Benefit Plans. None of the Group Companies have received any notice of an audit or investigation by the IRS, Department of Labor or any other Governmental Entity with respect to any Company Employee Benefit Plan, and no such completed audit, if any, has resulted in the imposition of any material liability that remains unsatisfied. As of the date hereof, no corrective action or filing under any voluntary correction program of the IRS or the Department of Labor is either pending or planned with respect to any of the Company Employee Benefit Plans.

(f) No Company Employee Benefit Plan promises or provides post-retirement health and welfare benefits to any current or former employee of any Group Company, except as required under Section 4980B of the Code, Part 6 of Title I of ERISA or any other applicable Law or pursuant to the terms of an employment, separation or similar agreement providing for coverage for a limited period of time following a termination of employment.

(g) With respect to any Company Employee Benefit Plan that constitutes a "nonqualified deferred compensation plan (as defined in Section 409A(d)(1) of the Code), none of the Group Companies have been required to report to any Governmental Entity any corrections made or taxes due as a result of a failure to comply with Section 409A of the Code.

(h) Except as set forth on Schedule 3.13(h), neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall (either alone or upon the occurrence of any additional or subsequent events): (i) entitle any current or former employee, consultant or director of any Group Company to any payment of compensation; (ii) increase the amount of compensation or benefits due to any such individual; (iii) accelerate the vesting, funding or time of payment of any compensation, equity award or other benefit; (iv) result in any limitation on the right of any Group Company to amend, merge, terminate or receive a reversion of assets from any Company Employee Benefit Plan or related trust, or (v) require the funding of any trust or other funding vehicle. No Group Company has any indemnity or "gross-up" obligation to any individual with respect to any Tax, penalty or interest under Section 4999 or Section 409A of the Code.

3.14. Insurance Coverage. Schedule 3.14 lists each material insurance policy maintained by the Group Companies as of the date hereof that provides coverage for one or more of the Group Companies. All such insurance policies of the Group Companies are in full force and effect, and no Group Company is in material default with respect to its obligations under any of such insurance policies, except for such failure to be in full force and effect and for such defaults that would not be material to the Group Companies taken as a whole.

3.15. Compliance with Laws. As of the date hereof, and within the two (2) year period prior to the date hereof, each of the Group Companies is in compliance with all applicable Laws, except where the failure to comply would not be material to the Group Companies taken as a whole. As of the date hereof, no Group Company has received any notice alleging a violation of any applicable Laws, which violation would be material to the Group Companies taken as a whole. As of the date hereof, all approvals, filings, permits and licenses of Governmental Entities (collectively, "Permits") required to conduct the business of the Group Companies are in the possession of the Group Companies, are in full force and effect and are being complied with, except for such Permits the failure of which to be in the possession or be in compliance with would not be material to the Group Companies taken as a whole. As of the date hereof, there is no material investigation, proceeding or disciplinary action (including fines) currently pending, or to the knowledge of the Company, threatened in writing against any Group Company by a Governmental Entity.

3.16. Environmental Compliance and Conditions.

(a) Each Group Company has obtained and possesses all material Permits required under federal, state and local Laws and regulations concerning occupational health and safety, pollution or protection of the environment, including all such Laws and regulations relating to the emission, discharge, release or threatened release of any chemicals, petroleum, pollutants, contaminants or hazardous or toxic materials, substances or wastes into ambient air, surface water, groundwater or lands or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of any chemicals, petroleum,

pollutants, contaminants or hazardous or toxic materials, substances or waste ("Environmental and Safety Requirements"), except where the failure to possess such licenses, permits and authorizations would not be material to the Group Companies taken as a whole.

(b) Each Group Company is in compliance with all terms and conditions of such Permits and is also in compliance with all other Environmental and Safety Requirements or any written notice or demand letter issued, entered, promulgated or approved thereunder, except where the failure to comply would not be material to the Group Companies taken as a whole.

(c) No Group Company has received, within the two (2) year period prior to the date hereof, any written notice of violations or liabilities arising under Environmental and Safety Requirements, including any investigatory, remedial or corrective obligation, relating to the Company, its Subsidiaries or their facilities and arising under Environmental and Safety Requirements, the subject of which is unresolved and which would be material to the Group Companies taken as a whole.

3.17. Affiliated Transactions. No officer, member of the board of directors (or equivalent governing body) or Affiliate of any Group Company or any individual in such officer's or director's immediate family is a party to any Contract or transaction with any Group Company or has any interest in any property used by any Group Company.

3.18. Employees.

(a) Each Group Company is in compliance with all applicable Laws, Contracts, policies, plans and programs relating to employment, employment practices, wages, hours, collective bargaining, unemployment insurance, worker's compensation, equal employment opportunity, age and disability discrimination, the payment withholding of Taxes, and the termination of employment, including, but not limited to, any obligations pursuant to the Worker Adjustment and Retraining Notification Act of 1988 and similar state or local Law, except where the failure to comply would not be material to the Group Companies taken as a whole. There are no material complaints, charges or claims against any Group Company pending or, to the knowledge of the Company, threatened to be brought or filed with any public or governmental authority, arbitrator or court based on, arising out of, in connection with, or otherwise relating to the employment of, or termination of employment by, any Group Company of any individual. Each Group Company, as applicable, has complied with all applicable foreign, federal, state and local Laws and regulations regarding occupational safety and health standards, except where the failure to comply would not be material to the Group Companies taken as a whole.

(b) No Group Company is a party to any collective bargaining agreement or other Contract with any labor organization or other representative of any Group Company's employees, nor is any such Contract presently being negotiated, nor, to the knowledge of the Company, are there any campaigns being conducted to solicit cards from employees of any Group Company to authorize representation by any labor organization.

(c) Except where the failure to comply would not be material to the Group Companies taken as a whole, each employee of the Group Companies was, at the time such

employee offered, marketed, produced, managed or adjusted any insurance business, duly licensed to conduct such business as required by Law (for the type of business written, marketed, sold or produced by such employee, as applicable) in the particular jurisdiction in which such employee wrote, sold or produced such business.

(d) Except where the failure to comply would not be material to the Group Companies taken as a whole, no employee of the Group Companies has violated (or with or without notice or the lapse of time or both, would have violated) in any material respect any term or provision of any Law applicable to the offering, marketing, production, adjusting or underwriting of the business of WRMAI.

3.19. Insurance Regulatory Matters.

(a) The Company has made available to the Parent: (A) copies of all reports, statements, certifications and registrations (including registrations with the Insurance Regulator as a member of an insurance holding company system) and any supplements or amendments thereto filed since January 1, 2012 by WNFIC with the Insurance Regulator and (B) copies of all financial examination, market conduct examination reports and similar examinations of the Insurance Regulator with respect to WNFIC issued since January 1, 2012.

(b) Since January 1, 2012, WNFIC has filed all reports, statements, documents, registrations, filings and submissions required to be filed by WNFIC with the Insurance Regulator except to the extent that the failure to file would not, individually or in the aggregate, be material to the Group Companies taken as a whole.

(c) As of the date hereof, WNFIC is not subject to any pending financial examination or market conduct examination.

(d) No violations relating to WNFIC have been asserted in writing by any Governmental Entity, other than any violation that has been cured or otherwise resolved to the satisfaction of such Governmental Entity, is no longer being pursued by such Governmental Entity following a response by WNFIC or would not, individually or in the aggregate, reasonably be expected to result in (A) a fine or (B) a restriction with respect to the conduct of the federal flood business of the Group Companies as currently conducted, in either case that would be material to the Group Companies taken as a whole.

(e) As of the date hereof, there are no material unpaid claims or assessments made against WNFIC by any state insurance guaranty associations or similar organizations in connection with such association’s insurance guarantee fund.

(f) All Producer Agreements entered into by WNFIC are, to the extent required by applicable Law, on forms acceptable in all material respects to all applicable insurance departments or that have been filed with and approved by all applicable insurance departments or were not objected to by any such insurance department within any period provided for objection.

(g) The underwriting standards utilized by WNFIC with respect to NFIP flood insurance issued by WNFIC conform in all material respects to the standards, ratings and other requirements of the NFIP.

(h) WNFIC is not "commercially domiciled" under the applicable Laws of any jurisdiction or is otherwise treated as domiciled in a jurisdiction other than its respective jurisdiction of organization.

3.20. Insurance Contracts.

(a) To the extent required under applicable Law, all policies, binders, slips, certificates and other agreements of insurance (including all applications, supplements, endorsements, riders and ancillary agreements in connection therewith) that are issued by WNFIC (the "Insurance Contracts") and any and all marketing materials relating to WNFIC, are on forms approved by the Insurance Regulator or that have been filed and not objected to by such Insurance Regulator within the period provided for objection, and such forms comply with applicable Law and, as to premium rates that are required to be filed with, or approved by, the Insurance Regulator, the premiums charged conform to the filed or approved rates, as applicable, and are in compliance with applicable Law, in each case except as would not have a Material Adverse Effect.

(b) As of the date hereof, and within the two (2) year period prior to the date hereof, in connection with the marketing, selling and issuing of Insurance Contracts, WNFIC is in compliance with all applicable Laws, all applicable orders and directives of the Insurance Regulator and all market conduct recommendations resulting from market conduct or other examinations of the Insurance Regulator in the respective jurisdictions in which such products have been marketed, issued or sold, except where the failure to comply would not be material to the Group Companies taken as a whole.

3.21. Producers.

(a) Schedule 3.21 lists each Producer that accounts for 10% or more of the policy processing revenue generated from the writing of the business of any of the Group Companies or WRMAI for the fiscal year ended December 31, 2012.

(b) To the knowledge of the Company, except as would not be material to the Group Companies taken as a whole, (i) each such Producer, at any time that it wrote, sold or produced business for any of the Group Companies or WRMAI, was duly licensed, authorized and required or permitted by law to be appointed (for the type of business written, sold, or produced by such Producer) in the particular jurisdiction in which such Producer wrote, sold, or produced such business, and (ii) no such Producer has violated (or with or without notice or the lapse of time or both, would have violated) any term or provision of Law relating to the marketing, writing, sale, or production of the business for any of the Group Companies or WRMAI.

(c) (i) Except as would not be material to the Group Companies taken as a whole, each contract with any Producer relating to the business for any of the Group Companies or WRMAI (the "Producer Agreements") is valid and binding against such Group

Company or WRMAI and, to the knowledge of the Company, such Producer in accordance with its terms, and (ii) to the knowledge of the Company, none of such Producers is in default with respect to any such Producer Agreement.

3.22. Brokerage. Except for fees and expenses of Persons listed on Schedule 3.22, there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any agreement made by or on behalf of the Company for which the Parent or the Surviving Company would be liable following the Closing.

3.23. No Other Representations or Warranties. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY THE COMPANY IN THIS ARTICLE III, NO GROUP COMPANY OR AFFILIATE THEREOF NOR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE GROUP COMPANIES OR ANY OTHER PERSON OR THEIR RESPECTIVE BUSINESSES, OPERATIONS, ASSETS, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE) OR PROSPECTS, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO THE PARENT, THE MERGER SUB OR ANY OF THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES OF ANY DOCUMENTATION, FORECASTS, PROJECTIONS OR OTHER INFORMATION WITH RESPECT TO ANY ONE OR MORE OF THE FOREGOING. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY THE COMPANY IN THIS ARTICLE III, ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED BY THE COMPANY.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE PARENT AND THE MERGER SUB

The Parent and the Merger Sub, jointly and severally, represent and warrant to the Company that:

4.01. Organization and Power. The Parent is a corporation duly organized, validly existing and in good standing under the Laws of the State of Florida, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder. The Merger Sub is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware, with full limited liability company power and authority to enter into this Agreement and perform its obligations hereunder. There are no pending, or to the knowledge of the Parent, threatened, action for the dissolution, liquidation or insolvency of either the Parent or the Merger Sub.

4.02. Authorization. The execution, delivery and performance of this Agreement and the Blocker Purchase Agreements by the Parent and, as applicable, the Merger Sub and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all requisite corporate or limited liability company action, and no other

proceedings on their part are necessary to authorize the execution, delivery or performance of this Agreement and the Blocker Purchase Agreements. This Agreement and the Blocker Purchase Agreements have been duly executed and delivered by the Parent and, as applicable, the Merger Sub and, assuming that this Agreement is a valid and binding obligation of the Company and that the Blocker Purchase Agreements are the valid and binding obligations of Aquiline and New York Life, respectively, this Agreement and the Blocker Purchase Agreements constitute valid and binding obligations of the Parent and, as applicable, the Merger Sub, enforceable in accordance with their respective terms, except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies.

4.03. No Violation. Neither the Parent nor the Merger Sub is subject to or obligated under its certificate or articles of incorporation, its bylaws (or similar organizational documents), any applicable Law, or any material Contract, or any Permit, or subject to any Order, which would be breached or violated in any material respect by the Parent's or the Merger Sub's execution, delivery or performance of this Agreement or the Blocker Purchase Agreements or the consummation of the transactions contemplated hereby or thereby.

4.04. Governmental Consents, etc. Except for the applicable requirements of the HSR Act and filings with, and approval of, the insurance regulatory authorities in the jurisdictions listed in Schedule 4.04 of the Parent Disclosure Schedules (the "Parent Transaction Approvals") neither the Parent nor the Merger Sub is required to submit any notice, report or other filing with any Governmental Entity in connection with the execution, delivery or performance by it of this Agreement or the consummation of the transactions contemplated hereby or by the Blocker Purchase Agreements. No consent, approval or authorization of any Governmental Entity or any other party or Person is required to be obtained by the Parent or the Merger Sub in connection with its execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby or by the Blocker Purchase Agreements.

4.05. Litigation. As of the date hereof, there is no Action pending or, to the Parent's knowledge, threatened against the Parent or the Merger Sub at Law or in equity, or before or by any Governmental Entity, which would have a Parent Material Adverse Effect. The Parent and/or the Merger Sub are not subject to any outstanding Order that would have a Parent Material Adverse Effect.

4.06. Brokerage. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement or the Blocker Purchase Agreements based on any agreement made by or on behalf of the Parent or the Merger Sub.

4.07. Financing. The Parent has and shall have at the Closing sufficient cash and/or available lines of credit under its existing credit facilities (the "Parent Credit Facilities") to make payment of all amounts to be paid by it hereunder and under the Blocker Purchase Agreements on and after the Closing Date. The obligations of the Parent and, as applicable, the Merger Sub under this Agreement and the Blocker Purchase Agreements are not subject to any conditions regarding the Parent's, the Merger Sub's, their respective Affiliates' or any other Person's ability to obtain any financing for the consummation of the transactions contemplated hereby or by the Blocker Purchase Agreements.

4.08. Purpose. The Merger Sub is a newly organized corporation, formed solely for the purpose of engaging in the transactions contemplated by this Agreement. The Merger Sub has not engaged in any business activities or conducted any operations other than in connection with the transactions contemplated by this Agreement. The Merger Sub is a wholly owned Subsidiary of the Parent.

4.09. Solvency. Immediately after giving effect to the transactions contemplated by this Agreement and the Blocker Purchase Agreements, the Surviving Company and each of its Subsidiaries shall be able to pay their respective debts as they become due and shall own property which has a fair saleable value greater than the amounts required to pay their respective debts (including a reasonable estimate of the amount of all contingent Liabilities). Immediately after giving effect to the transactions contemplated by this Agreement and the Blocker Purchase Agreements, the Surviving Company and each of its Subsidiaries shall have adequate capital to carry on their respective businesses. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated by this Agreement or the Blocker Purchase Agreements with the intent to hinder, delay or defraud either present or future creditors of any Group Company.

4.10. Parent Entity. As of the date hereof, and at all times prior to the Effective Time, the Parent is and shall be the "ultimate parent entity" (as determined in accordance with the HSR Act and the rules promulgated thereunder) of Parent and Merger Sub.

4.11. No Other Representations.

(a) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY THE PARENT AND THE MERGER SUB IN THIS ARTICLE IV, NO OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE PARENT OR THE MERGER SUB. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY THE PARENT AND THE MERGER SUB IN THIS ARTICLE IV, ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED BY THE PARENT AND THE MERGER SUB.

(b) In entering into this Agreement, each of the Parent and the Merger Sub has relied solely upon its own investigation and analysis and the representations and warranties of the Company expressly contained in Article III, and each of the Parent and the Merger Sub acknowledges that, other than as set forth in this Agreement and in the certificates or other instruments delivered pursuant hereto, none of the Group Companies or any of their respective Affiliates or representatives makes or has made any representation or warranty, either express or implied, (a) as to the accuracy or completeness of any of the information provided or made available to the Parent, the Merger Sub or any of their respective Affiliates or representatives prior to the execution of this Agreement or (b) with respect to any projections, forecasts, estimates, plans or budgets of future revenues, expenses or expenditures, future results of

operations (or any component thereof), prospects, future cash flows (or any component thereof) or future financial condition (or any component thereof) of any Group Company, in each case heretofore or hereafter delivered to or made available to the Parent, the Merger Sub or any of their respective Affiliates or representatives.

ARTICLE V

COVENANTS OF THE COMPANY

5.01. Conduct of the Business. From the date hereof until the earlier of the termination of this Agreement and the Closing Date, except (i) as set forth on Schedule 5.01 of the Company Disclosure Schedules, (ii) if the Parent shall have consented in writing (which consent shall not be unreasonably withheld, conditioned or delayed, provided Parent shall have discretion to consider the impact of any and all actions and the impact of such actions on the value of each of the Group Companies) or (iii) as otherwise contemplated or required by this Agreement (including, for the avoidance of doubt, the Pre-Closing Transactions and any actions deemed necessary in connection therewith), (1) the Company shall use its commercially reasonable efforts to conduct its business and the businesses of its Subsidiaries in the ordinary course of business and preserve the current business operations and organization of the Group Companies and the goodwill of their suppliers, customers and others having business relationships with them; *provided*, that, notwithstanding the foregoing or clause (2) of this Section 5.01, the Group Companies may use available cash to repay any indebtedness or to make one or more cash dividends from time to time on or prior to the Closing solely (A) to the extent necessary to pay tax distributions as contemplated by the Company LLC Agreement or (B) to the extent that such cash dividend will not cause the Net Working Capital to be less than the Target Net Working Capital Amount and (2) the Company shall not, and shall not permit any of its Subsidiaries to:

(a) except for issuances of replacement certificates for Units and except for issuance of new certificates for Units in connection with a transfer of Units by the holder thereof, issue, sell or deliver any of its or any of its Subsidiaries' equity securities or issue or sell any securities convertible into, or options with respect to, or warrants to purchase or rights to subscribe for, any of its or any of its Subsidiaries' equity securities;

(b) effect any recapitalization, reclassification, equity split or like change in its capitalization;

(c) amend its Organizational Documents or any of its Subsidiaries' organizational documents;

(d) make any redemption or purchase of its or any of its Subsidiaries' equity interests (other than with respect to the repurchase of Units or other equity interests from former employees of a Group Company pursuant to existing agreements);

(e) sell, assign or transfer any material portion of its tangible assets, except in the ordinary course of business and except for sales of obsolete assets or assets with de minimis or no book value;

(f) sell, assign, transfer or exclusively license any material Intellectual Property, except in the ordinary course of business;

(g) materially amend or voluntarily terminate (excluding any automatic termination pursuant to the terms of) any Material Contract other than in the ordinary course of business;

(h) make any material capital investment in, or any material loan to, any other Person, except in the ordinary course of business or pursuant to any existing agreement or budget;

(i) make any material capital expenditures or commitments therefor, except (x) in the ordinary course of business and (y) for such capital expenditures or commitments therefor that are reflected in the Company's current budget;

(j) make any material loan to, or enter into any other material transaction with, any of its managers, officers and employees outside the ordinary course of business except pursuant to any agreement set forth on the Company Disclosure Schedules;

(k) except in the ordinary course of business or as required under the terms of any Company Employee Benefit Plan, in each case as in effect on the date hereof, (1) grant or announce any incentive awards or any increase in the salaries, bonuses or other compensation and benefits payable by a Group Company to any of its employees, officers, managers, directors or other service providers; (2) materially increase the benefits under any Company Employee Benefit Plan; (3) enter into or amend any employment, change in control, severance, retention or similar Contract with any officer, employee, consultant or other agent of any Group Company (other than offer letters providing for at-will employment without post-termination obligations with newly-hired employees who are hired in the ordinary course of business); or (4) terminate or materially amend any Company Employee Benefit Plan or adopt any arrangement for the current or future benefit or welfare of any officer or employee of any Group Company that would be a Company Employee Benefit Plan if it were in existence as of the date hereof;

(l) commence or settle any material claim, action or proceeding;

(m) cancel any material third party indebtedness owed to any Group Company;

(n) grant any material discounts, credits or rebates to any customer or supplier of any Group Company other than in the ordinary course of business;

(o) except as required by GAAP, SAP or applicable Law, change any of the accounting principles or practices used by the Group Companies;

(p) make or change any material Tax election, change an annual accounting period, adopt or change any accounting method, file any material Tax Return in a manner inconsistent with past practice, file any amended Tax Return, fail to file any Income Tax Return or other material Tax Return when due (taking into account extensions if written notice thereof has been provided to Parent), fail to pay any material Tax when due, fail to accrue any material Tax in accordance with past custom, enter into any closing agreement, settle any material Tax

claim or assessment relating to any of the Group Companies, surrender any right to claim a refund of material Taxes, or consent to any extension or waiver of the limitation period applicable to any material Tax claim or assessment relating to any of the Group Companies, if such election, adoption, change, amendment, agreement, settlement, surrender, consent, filing, failure or other action would have the effect of materially increasing the Tax liability of any of the Group Companies after the Closing Date or could materially adversely affect Parent or its Affiliates (including the Group Companies);

(q) conduct its cash management customs and practices other than in the ordinary course of business in all material respects (including with respect to collection of accounts receivable, purchases of inventory and supplies, repairs and maintenance, payment of accounts payable and accrued expenses, levels of capital expenditures and operation of cash management practices generally);

(r) institute or settle any Action for more than $1,000,000; or

(s) commit to do any of the foregoing.

Nothing contained in this Agreement shall give the Parent or the Merger Sub, directly or indirectly, the right to control or direct the Company's or any of its Subsidiaries' operations prior to the Closing and (x) no action by any Group Company with respect to matters specifically addressed by any other provision of this Section 5.01 shall be deemed a breach of this Section 5.01 or any other provisions of this Agreement, unless such action would constitute a breach of one or more of such other provisions and (y) the Group Companies' failure to take any action prohibited by this Section 5.01 shall not be a breach of this Section 5.01 or any other provisions of this Agreement.

5.02. Access to Books and Records. Subject to Section 6.06, from the date hereof until the earlier of the termination of this Agreement and the Closing Date, the Company shall provide the Parent and its authorized representatives reasonably acceptable to the Company (the "Parent's Representatives") with reasonable access during normal business hours, and upon reasonable notice, to the offices, properties, senior personnel, and all financial books and records of the Group Companies in order for the Parent to have the opportunity to make such investigation as it shall reasonably desire in connection with the consummation of the transactions contemplated hereby; *provided*, *however*, that in exercising access rights under this Section 5.02, the Parent and the Parent's Representatives shall not be permitted to interfere unreasonably with the conduct of the business of any Group Company. The Parent shall indemnify and hold harmless the Group Companies from and against any Losses that may be incurred by any of them arising out of or related to the use, storage or handling of (i) any personally identifiable information relating to employees, providers or customers of any Group Company and (ii) any other information that is protected by applicable Law (including privacy Laws) or Contract and to which the Parent or the Parent's Representatives are afforded access pursuant to the terms of this Agreement. Notwithstanding anything herein to the contrary, no such access or examination shall be permitted to the extent that it would require any Group Company to disclose information subject to attorney-client privilege or attorney work product privilege, conflict with any third party confidentiality obligations to which any Group Company is bound, or violate any applicable Law. The Parent acknowledges that the Parent is and remains

bound by the Confidentiality Agreement between the Parent and the Company dated November 15, 2013 (the "Confidentiality Agreement"). Notwithstanding anything contained herein to the contrary, no access or examination provided pursuant to this Section 5.02 shall qualify or limit any representation or warranty set forth herein or the conditions to Closing set forth in Section 7.01(a).

5.03. Efforts to Consummate.

(a) Subject to the terms and conditions herein provided, from the date hereof until the earlier of the termination of this Agreement and the Closing Date, the Company shall use commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement (including the satisfaction, but not a waiver, of the closing conditions set forth in Section 7.02).

(b) In furtherance of Section 5.03(a), the Company shall promptly (and in any event within twenty (20) Business Days) after the date hereof, in cooperation in good faith with the Parent, make or cause to be made all filings and submissions with the relevant insurance regulators in connection with the consummation of the transactions contemplated herein in accordance with and as set forth in Schedule 5.03(b) of the Company Disclosure Schedules.

(c) Notwithstanding anything in this Section 5.03 or otherwise in this Agreement to the contrary, in connection with the Pre-Closing Transactions, the Company shall not be required to seek any dividend or other transfer of surplus from WNFIC to WRM America Intermediate Holding Company, Inc. to the extent that it would reasonably be expected to (i) delay, in any material respect, the timing or likelihood of the Closing, (ii) cause the WNFIC Statutory Surplus as of the Closing Date to be less than $7,500,000 or any greater amount necessary to allow the Company and its Affiliates to continue to operate the business of the Company and its Affiliates if the Closing does not occur or (iii) violate any applicable Law or cause any member of the Board of Directors of WNFIC, the Company or any of their respective Affiliates to breach any fiduciary duty. For purposes of this Agreement, the term "Pre-Closing Transactions" (including the phrase "after giving effect to the Pre-Closing Transactions") shall mean, with respect to the dividend or other transfer of any surplus from WNFIC to WRM America Intermediate Holding Company, Inc. as contemplated by Annex A, the amount of surplus actually transferred after giving effect to the limitations set forth in this Section 5.03.

5.04. Exclusive Dealing. Except in connection with any issuance permitted under Section 5.01(a), during the period from the date of this Agreement through the Closing or the earlier termination of this Agreement, neither the Company nor the Representative shall take any action, directly or indirectly, to initiate, solicit or engage in discussions or negotiations with, or provide any information to, any Person (other than the Parent and the Parent's Representatives) concerning any purchase of a majority of the outstanding Units or any merger, sale of substantially all of the assets of the Group Companies or similar transactions involving the Group Companies (other than assets sold in the ordinary course of business) (each such transaction, an "Acquisition Transaction"); *provided* that this Section 5.04 shall not apply to the Company or the Representative in connection with Securityholder communications related to the transactions contemplated by this Agreement. The Company shall, and shall cause its

Subsidiaries to, cease and cause to be terminated any existing discussions, communications or negotiations with any Person (other than the Parent and its authorized Representatives) conducted heretofore with respect to any Acquisition Transaction.

5.05. Payoff Letters and Lien Releases. From the date hereof until the earlier of the termination of this Agreement and the Closing Date, the Company shall use commercially reasonable efforts to deliver to the Parent customary payoff letters in connection with the repayment of the Indebtedness outstanding under the Credit Agreement in accordance with Section 2.03(f) and to make arrangements for the holders of such Indebtedness to deliver, subject to the receipt of the applicable payoff amounts, customary Lien releases to the Parent as soon as practicable after the Closing.

5.06. Written Consent. Promptly following the execution and delivery of this Agreement, the Company shall deliver to the Parent the Written Consent.

5.07. Notification. From the date hereof until the earlier of the termination of this Agreement and the Closing Date, if the Company becomes aware of, or there occurs after the date of this Agreement, any fact or condition that constitutes a breach of any representation or warranty made by the Company in Article III or of any covenant that would cause the conditions set forth in Section 7.01(a) or Section 7.01(b), as applicable, not to be satisfied as of the Closing Date, the Company shall disclose to the Parent such breach. Notwithstanding any provision in this Agreement to the contrary, unless the Parent provides the Company with a termination notice within ten (10) Business Days after disclosure of such breach by the Company (which termination notice may only be delivered if the Parent is entitled to terminate the Agreement pursuant to Section 9.01(c)), the Parent shall be deemed to have waived its right to terminate this Agreement or prevent the consummation of the transactions contemplated by this Agreement pursuant to Section 7.01(a) or Section 7.01(b). No such disclosure shall affect the right to indemnification under Article VIII below.

5.08. Section 280G Shareholder Approval. To the extent necessary to avoid the imposition of any Taxes under Section 4999 of the Code, prior to the Closing, the Company shall submit for approval by equity holders of the Company in a manner intended to comply with the requirements of Section 280G(b)(5) of the Code any payments to a "disqualified individual" (as such term is defined in U.S Treasury Regulation Section 1.280G-1) that would reasonably be expected to be subject to treatment as "parachute payments" within the meaning of Section 280G of the Code, provided that to the extent any disqualified individual has an existing entitlement to a payment or benefit, the Company shall only be required to submit such payment or benefit to such vote if such disqualified individual agrees to waive his or her entitlement to such payment or benefit. The Company shall deliver to the Parent reasonable evidence that the vote of the equity holders of the Company were solicited and shall deliver to the Parent reasonable evidence of the results of such vote and, if approval was obtained, copies of the relevant minutes, resolutions or consents (as applicable). The Company shall give the Parent a reasonable opportunity to review and comment on all materials submitted to the equity holders of the Company in connection with the vote with respect to such matters. For the avoidance of doubt, the Company shall not be required to conduct vote of the Company's equity holders pursuant to this Section 5.08 unless the failure to conduct such vote would reasonably be expected to result in the imposition of an excise tax under Section 4999 of the Code on such disqualified individual or a loss of deduction for the Company under Section 280G of the Code.

5.09. Restrictive Covenant Agreements. From the date hereof until the earlier of the termination of this Agreement and the Closing Date, upon the reasonable request of the Parent, the Company shall use its commercially reasonable efforts to enforce, at the Parent's sole cost and expense, its rights under any of the Restrictive Covenant Agreements. In connection with any Action by the Company to enforce any of the Restrictive Covenant Agreements pursuant to this Section 5.09, the Parent shall advance expenses to the Company from time to time in an amount sufficient to enable the Company to satisfy its obligations under this Section 5.09.

ARTICLE VI

COVENANTS OF THE PARENT

6.01. Access to Books and Records. From and after the Closing until the ten (10) year anniversary of the Closing Date, the Parent shall, and shall cause the Surviving Company to, provide the Representative and its authorized representatives with access (for the purpose of examining and copying), during normal business hours, upon reasonable notice, to the books and records of the Group Companies with respect to periods or occurrences prior to or on the Closing Date, including with respect to any Tax audits, Tax Returns, insurance claims, governmental investigations, legal compliance, financial statement preparation or any other matter. Unless otherwise consented to in writing by the Representative, the Parent shall not, and shall not permit the Surviving Company or its Subsidiaries to, for a period of ten (10) years following the Closing Date, destroy, alter or otherwise dispose of any of the books and records of any Group Company for any period prior to the Closing Date without first giving reasonable prior notice to the Representative and offering to surrender to the Representative such books and records or any portion thereof which the Parent or the Company may intend to destroy, alter or dispose of.

6.02. Notification. From the date hereof until the earlier of the termination of this Agreement and the Closing Date, if the Parent becomes aware of or there occurs after the date of this Agreement, any fact or condition that constitutes a breach of any representation or warranty made in Article IV or any covenant that would cause the conditions set forth in Section 7.02(a) or Section 7.02(b), as applicable, not to be satisfied as of the Closing Date, the Parent shall disclose to the Company such breach. Notwithstanding any provision in this Agreement to the contrary, unless the Company provides the Parent with a termination notice within ten (10) Business Days after disclosure of such breach by the Parent (which termination notice may only be delivered if the Company is entitled to terminate the Agreement pursuant to Section 9.01(d)), the Company shall be deemed to have waived its right to terminate this Agreement or prevent the consummation of the transactions contemplated by this Agreement pursuant to Section 7.02(a) or Section 7.02(b). No such disclosure shall affect the right to indemnification under Article VIII below.

6.03. Indemnification of Officers and Directors of the Company.

(a) From and after the Closing, the Parent shall, and shall cause the Surviving Company and each of their respective Subsidiaries to, to the fullest extent permitted by

applicable Law, indemnify, defend and hold harmless, and provide advancement of expenses to, each Person who is now, or has been at any time prior to the date hereof or who becomes prior to the Closing, an officer, manager, director or employee of a Group Company (each, a "D&O Indemnified Party"), against all Losses, claims, damages, costs, expenses, Liabilities or judgments or amounts that are paid in settlement of or in connection with any claim, Action, suit, proceeding or investigation based in whole or in part on or arising in whole or in part out of the fact that such Person is or was an officer, manager, director or employee of a Group Company, and pertaining to any matter existing or occurring, or any acts or omissions occurring, at or prior to the Closing, whether asserted or claimed prior to, or at or after, the Closing (including matters, acts or omissions occurring in connection with the approval of this Agreement and the consummation of the transactions contemplated hereby) to the same extent that such Persons are indemnified or have the right to advancement of expenses as of the date hereof by the Group Companies pursuant to their respective organizational documents and indemnification agreements of the Company, if any, in existence on the date hereof with any D&O Indemnified Party.

(b) For a period of six (6) years after the Closing and at all times subject to applicable Law, (i) the Parent shall not (and shall not cause or permit any Group Company or any of the Parent's other Subsidiaries or Affiliates to) amend or modify in any way adverse to the D&O Indemnified Parties, or to the beneficiaries thereof, the exculpation and indemnification provisions set forth in the organizational documents of the Group Companies and (ii) the Parent shall cause to be maintained in effect, (at 50% the Parent's expense and 50% the Company's expense (as a Transaction Expense)), the current policies of directors' and officers' liability insurance maintained by or on behalf of the Company as of the date hereof (the "Current Policies") (*provided*, that the Parent may substitute such policies with a substantially comparable insurer of at least the same coverage and amounts containing terms and conditions that are no less advantageous to the insured) with respect to claims arising from facts or events that occurred at or prior to the Closing; *provided, however,* that the Parent shall not be obligated to make annual premium payments for such insurance to the extent that such total premiums exceed three hundred percent (300%) of the premiums paid as of the date hereof by or on behalf of the Company for the Current Policies (the "Premium Amount"), and if such total premiums for such insurance would at any time exceed the Premium Amount, then the Parent shall cause to be maintained policies of insurance that provide the maximum coverage available at an annual premium equal to the Premium Amount. Notwithstanding the foregoing, prior to the Closing and in satisfaction of the Parent's foregoing obligations under this Section 6.03, the Company shall purchase ((at 50% the Parent's expense and 50% the Company's expense (as a Transaction Expense)) a six (6) year "tail" prepaid directors' and officers' liability insurance policy (the "D&O Tail") in a form reasonably acceptable to the Parent and the Company and, if so requested by the Parent, from an insurance carrier that is a Subsidiary of the Parent reasonably acceptable to the Company, effective as of the Closing, providing, for a period of six (6) years after the Closing, the coverage and amounts, and terms and conditions, contemplated by the foregoing sentence of this Section 6.03(b); *provided*, that the Company shall not pay an aggregate amount for such D&O Tail in excess of the Premium Amount unless such excess amount is paid on behalf of the Company. From and after the Closing, the Parent shall (and/or shall cause the Group Companies or its other subsidiaries or Affiliates, as applicable, to) continue to honor its obligations under any such insurance procured pursuant to this Section 6.03(b), shall pay any deductibles or self-insured retentions thereunder and shall not cancel (or permit to be canceled) or take (or cause to be taken) any action or omission that would reasonably be expected to result in the cancellation thereof.

(c) The Parent agrees to pay, or to cause the Surviving Company or any of its Subsidiaries to pay, all expenses, including attorneys' fees, that may be incurred by the D&O Indemnified Parties in enforcing the indemnity and other obligations provided for in this Section 6.03.

(d) If the Parent, the Surviving Company or any of their respective successors or assigns proposes to (i) consolidate with or merge into any other Person and the Parent or the Surviving Company shall not be the continuing or surviving corporation or entity in such consolidation or merger or (ii) transfer all or substantially all of its properties and assets to any Person, then, and in each case, proper provision shall be made prior to or concurrently with the consummation of such transaction so that the successors and assigns of the Parent or the Surviving Company, as the case may be, shall, from and after the consummation of such transaction, honor the indemnification and other obligations set forth in this Section 6.03.

(e) With respect to any indemnification obligations of the Parent and/or the Company pursuant to this Section 6.03, Parent hereby acknowledges and agrees (i) that it and the Company shall be the indemnitors of first resort with respect to all indemnification obligations of Parent and/or the Company pursuant to this Section 6.03 (i.e., their obligations to an applicable D&O Indemnified Party are primary and any obligation of any other Person to advance expenses or to provide indemnification and/or insurance for the same expenses or Liabilities incurred by such D&O Indemnified Party are secondary) and (ii) that it irrevocably waives, relinquishes and releases any such other Person from any and all claims for contribution, subrogation or any other recovery of any kind in respect thereof.

(f) Parent or the Surviving Company will have the right, but not the obligation, to assume and control the defense of any third party claim or proceeding relating to any acts or omissions covered under this Section 6.03 (each, a "D&O Claim"), provided that none of Parent or the Surviving Company will settle, compromise or consent to the entry of any judgment in any such D&O Claim for which indemnification has been sought by a D&O Indemnified Party hereunder, unless either (i) such settlement, compromise or consent includes an unconditional release of such D&O Indemnified Party from all Liability arising out of, and no admission of wrongdoing in respect of, such D&O Claim or (ii) such D&O Indemnified Party otherwise consents in writing to such settlement, compromise or consent. Each of Parent, the Surviving Company and the D&O Indemnified Parties shall cooperate in the defense of any D&O Claim and shall provide access to properties and individuals as reasonably requested and furnish or cause to be furnished records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials or appeals, as may be reasonably requested in connection therewith.

(g) The provisions of this Section 6.03 shall survive the consummation of the Merger and the Effective Time and (i) are intended to be for the benefit of, and shall be enforceable by, each D&O Indemnified Party, and his or her successors, heirs and representatives and shall be binding on all successors and assigns of the Parent and the Surviving Company and (ii) are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Person may have by Contract or otherwise.

6.04. Regulatory Filings. The Parties shall (i) promptly (and in any event within seven (7) Business Days) after the date hereof, make or cause to be made all filings and submissions under the HSR Act in connection with the consummation of the transactions contemplated herein and (ii) promptly (and in any event within twenty (20) Business Days) after the date hereof, in cooperation in good faith with each other, make or cause to be made all filings and submissions with the relevant insurance regulators in connection with the consummation of the transactions contemplated herein in accordance with and as set forth in Schedule 5.03(b) of the Company Disclosure Schedules. In connection with the consummation of the transactions contemplated herein, the Parties shall promptly comply with any additional reasonable requests for information, including requests for production of documents and production of witnesses for interviews or depositions by any Governmental Entities. Notwithstanding anything herein to the contrary, the Parties shall cooperate in good faith with each other and with any Governmental Entities and undertake promptly any and all action reasonably required to complete the transactions contemplated by this Agreement expeditiously and lawfully, including but not limited to (i) selling or otherwise disposing of, or holding separate and agreeing to sell or otherwise dispose of, assets, categories of assets or businesses of the Company or Parent or their respective Subsidiaries; (ii) terminating existing relationships, contractual rights or obligations of the Company or Parent or their respective Subsidiaries; (iii) terminating any venture or other arrangement; (iv) creating any relationship, contractual rights or obligations of the Company or Parent or their respective Subsidiaries; or (v) effectuating any other change or restructuring of the Company or Parent or their respective Subsidiaries (and, in each case, to enter into agreements or stipulate to the entry of an Order or decree or file appropriate applications with any Governmental Entity in connection with any of the foregoing and in the case of Actions by or with respect to any Group Company or its businesses or assets, by consenting to such Action by the Company and provided, that any such Action or any of the foregoing may, at the discretion of the Company, be conditioned upon consummation of the Merger). Without limiting the generality of the foregoing, if a suit or other Action is threatened or instituted by any Governmental Entity or any other entity challenging the validity or legality or seeking to restrain the consummation of the transactions contemplated by this Agreement, the Parent and the Merger Sub shall use their commercially reasonable efforts to avoid, resist, resolve or, if necessary, defend such suit or action and shall afford the Company a reasonable opportunity to participate therein. The Parties shall diligently assist and cooperate with each other in preparing and filing any and all written communications that are to be submitted to any Governmental Entities in connection with the transactions contemplated hereby and in obtaining any governmental or third party consents, waivers, authorizations or approvals which may be required to be obtained by any Party or Group Company in connection with the transactions contemplated hereby, which assistance and cooperation shall include: (i) timely furnishing by a Party to the other Parties all information that counsel to the furnishing Party reasonably determines is required to be included in such documents or would be helpful in obtaining such required consent, waiver, authorization or approval, (ii) promptly providing the other Parties with copies of all written communications to or from any Governmental Entity, *provided* that such copies may be redacted as necessary to address legal privilege or confidentiality concerns or to comply with applicable Law and, *provided further*, that portions of such copies that are competitively sensitive may be designated as “outside counsel only,” (iii) keeping the other

Parties reasonably informed of any communication received or given in connection with any proceeding by a Party, in each case regarding the Merger, and (iv) permitting the other Parties to review and incorporate a Party's reasonable comments in any communication given by it to any Governmental Entity or in connection with any proceeding related to the HSR Act, insurance regulatory Laws or other applicable Laws, in each case regarding the Merger. Neither the Parent nor the Merger Sub, on one hand, nor the Company, on the other hand, shall initiate, or participate in any meeting or discussion with any Governmental Entity with respect to any filings, applications, investigation, or other inquiry regarding the Merger or filings under the HSR Act, insurance regulatory Laws or other applicable Laws without giving the other Party reasonable prior notice of the meeting or discussion and, to the extent permitted by the relevant Governmental Entity, the opportunity to attend and participate in such meeting or discussion. Parent shall be solely responsible for all filing fees charged by Governmental Entities under the HSR Act and under any other Antitrust Laws. The Parent and the Company shall each be responsible for fifty percent (50%) of all filing fees charged by Governmental Entities under any Laws, including insurance regulatory Laws (other than the HSR Act and other Antitrust Laws).

6.05. Efforts to Consummate. Subject to the terms and conditions herein provided, from the date hereof until the earlier of the termination of this Agreement and the Closing Date, the Parent and the Merger Sub shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement (including the satisfaction, but not waiver, of the Closing conditions set forth in Article VII) and the Blocker Purchase Agreements. The Parent shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable to maintain sufficient available lines of credit under the Parent Credit Facilities as contemplated by Section 4.07.

6.06. Contact with Customers and Suppliers. The Parent and the Merger Sub each hereby agrees that from the date hereof until the Closing Date, it is not authorized to, and shall not (and shall not permit any of its representatives or Affiliates to) contact and communicate with the employees, customers, providers, service providers and suppliers of any Group Company without the prior consultation with and written approval of the Company's Chief Executive Officer or the Representative; *provided*, *however,* that this Section 6.06 shall not prohibit any contacts by the Parent or the Parent's representatives with the customers, providers, service providers and suppliers of any Group Company in the ordinary course of business unrelated to the transactions contemplated hereby, provided that such contacts shall not include any discussion, communication or information exchange regarding the transactions contemplated by this Agreement.

6.07. Parent's Solvency. If the Parent is obtaining financing from a third party in connection with the transaction contemplated hereby, the Parent shall furnish or cause to be furnished to the Company and the Representative copies of any solvency opinions or similar materials obtained by the Parent from third parties in connection with the financing of the transactions contemplated by this Agreement and the Blocker Purchase Agreements, to the extent contractually permitted by the issuer of such opinion. The Parent shall use commercially reasonable efforts to cause the firms issuing any such solvency opinions to allow the Company to rely thereon.

6.08. Employee Benefit Matters.

(a) During the period beginning on the Closing Date and ending on the first (1st) anniversary of the Closing Date, the Parent shall provide, or shall cause the Surviving Company to provide, employees who continue to be employed by the Group Companies (collectively, "Continuing Employees") with the same salary or hourly wage rate and annual incentive compensation opportunities (excluding equity incentive opportunities or any change in control bonus, transaction bonus or Severance Payment) as provided to such Continuing Employees immediately prior to the Closing Date (or, if more favorable, those provided to similarly situated employees of the Parent) and with employee benefits that are substantially similar in the aggregate to the employee benefits provided under the Company Employee Benefit Plans or under any other benefit or compensation plan, program, agreement or arrangement in which such Continuing Employees participated as of the date of this Agreement (or, if more favorable, the benefits provided to similarly situated employees of the Parent). The Parent further agrees that, from and after the Closing Date, the Parent shall, and shall cause the Surviving Company to, grant all Continuing Employees credit for any service with the Group Companies earned prior to the Closing Date for eligibility, vesting, and benefit accrual purposes (excluding benefit accruals under any defined benefit plan) and severance benefit determinations in each case under any benefit or compensation plan, program, agreement or arrangement in which the Continuing Employees commence to participate on or after the Closing Date (collectively, the "New Plans"), except for (1) New Plans as to which employees who are similarly situated to the Continuing Employees are not provided such service credit or (2) as would result in duplication of benefits. In addition, the Parent shall use commercially reasonable efforts to (x) cause to be waived all pre-existing condition exclusions and actively at work requirements and similar limitations, eligibility waiting periods and evidence of insurability requirements under any New Plans to the extent waived or satisfied by a Continuing Employee under any Company Employee Benefit Plan or under any other benefit or compensation plan, program, agreement or arrangement as of the date on which commencement of participation in such New Plan begins, and (y) cause any deductible, co-insurance and covered out-of-pocket expenses paid during the calendar year in which commencement of participation in such New Plan begins and prior to such commencement of participation by any Continuing Employee (or covered dependent thereof) to be taken into account for purposes of satisfying the corresponding deductible, coinsurance and maximum out of pocket provisions under such New Plan in the year of initial participation.

(b) If requested by Parent in writing no later than thirty (30) days prior to the Closing Date, to the extent permitted by applicable Law and the terms of the applicable plan, prior to the Closing Date, the Company shall take such corporate action as is necessary to cause any Company Employee Benefit Plan that is a tax-qualified savings plan or 401(k) plan to be terminated effective immediately prior to the Closing Date, subject to the consummation of the transactions contemplated by this Agreement.

(c) Nothing contained in this Section 6.08, express or implied, is intended to confer upon any employee any right to continued employment for any period or continued receipt of any specific employee benefit, or shall constitute an amendment to or any other modification of any New Plan or Company Employee Benefit Plan or other benefit or compensation plan, program, agreement or arrangement. Further, this Section 6.08 shall be

binding upon and inure solely to the benefit of each of the parties to this Agreement, and nothing in this Section 6.08, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 6.08.

ARTICLE VII

CONDITIONS TO CLOSING

7.01. Conditions to the Parent's and the Merger Sub's Obligations. The obligations of the Parent and the Merger Sub to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or, if permitted by applicable Law, waiver by the Parent and the Merger Sub in writing) of the following conditions as of the Closing Date:

(a) (i) The Company Fundamental Representations shall be true and correct in all respects (except, with respect to the representations and warranties set forth in Section 3.04(a), to the extent *de minimis* or except to the extent set forth on the Estimated Closing Statement and included in the determinations of Per Unit Closing Residual Cash Consideration and Per Unit Additional Merger Consideration) on the date hereof and at and as of the Closing Date as though made at and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case only as of such date) and (ii) all other representations and warranties of the Company contained in Article III of this Agreement shall be true and correct (without giving effect to any limitation as to "materiality" (including the word "material") or "Material Adverse Effect" set forth therein) on the date hereof and at and as of the Closing Date as though made at and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case only as of such date), except, in the case of this clause (ii), where the failure of such representations and warranties to be so true and correct (giving effect to the applicable exceptions set forth in the Company Disclosure Schedules but without giving effect to any limitation as to "materiality" (including the word "material") or "Material Adverse Effect" set forth therein) has not had, and would not have, a Material Adverse Effect;

(b) The Company shall have performed and complied with in all material respects all of the covenants and agreements required to be performed by it under this Agreement at or prior to the Closing;

(c) The Member Approval shall have been obtained;

(d) Each of the Pre-Closing Transactions shall have been consummated in accordance with the terms hereof immediately prior to the Closing;

(e) The applicable waiting periods, if any, under the HSR Act shall have expired or been terminated;

(f) The Transaction Approvals shall have been obtained and the waiting periods applicable thereto shall have terminated or expired;

(g) The transactions contemplated by the Blocker Purchase Agreements shall be consummated immediately prior to the Merger;

(h) No judgment, decree or order shall have been entered which would prevent the performance of this Agreement or the Blocker Purchase Agreements, declare unlawful the transactions contemplated by this Agreement or the Blocker Purchase Agreements or cause such transactions to be rescinded;

(i) The Parent shall have received the payoff letters and Lien releases pursuant to Section 5.05 above;

(j) The Company shall have delivered to the Parent each of the following:

(i) a certificate of an authorized officer of the Company in his or her capacity as such, dated as of the Closing Date, stating that the conditions specified in Sections 7.01(a) and 7.01(b), as they relate to the Company, have been satisfied;

(ii) certified copies of resolutions evidencing the Member Approval (the "Written Consent");

(iii) a duly executed certificate, in form and substance as prescribed by Treasury Regulations promulgated under Code Section 1445, stating that the Company is not, and has not been, during the relevant period specified in Section 897(c)(1)(A)(ii) of the Code, a "United States real property holding corporation" within the meaning of Section 897(c) of the Code; and

(iv) certified copies of resolutions duly adopted by the Company's board of managers authorizing the execution, delivery and performance of this Agreement and the other agreements contemplated hereby, and the consummation of all transactions contemplated hereby and thereby; and

(k) There shall not have been a Material Adverse Effect since the date hereof.

If the Closing occurs, all Closing conditions set forth in this Section 7.01 which have not been fully satisfied as of the Closing shall be deemed to have been waived by the Parent and the Merger Sub.

7.02. Conditions to the Company's Obligations. The obligation of the Company to consummate the transactions contemplated by this Agreement is subject to the satisfaction (or, if permitted by applicable Law, waiver by the Company in writing) of the following conditions as of the Closing Date:

(a) (i) The Parent Fundamental Representations shall be true and correct in all respects on the date hereof and at and as of the Closing Date as though made at and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case only as of such date) and (ii) all other representations and warranties contained in Article IV of this Agreement shall be true and correct (without giving effect to any limitation as to "materiality" (including the word "material") or "Parent Material Adverse Effect" set forth therein) on the date hereof and at and as of the Closing Date as though made at and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case only as of such date), except, in the case of this clause (ii), where the failure of such representations and warranties to be so true and

correct (without giving effect to any limitation as to "materiality" (including the word "material") or "Parent Material Adverse Effect" set forth therein) has not had, and would not have, a Parent Material Adverse Effect;

(b) The Parent and the Merger Sub shall have performed and complied with in all material respects all the covenants and agreements required to be performed by them under this Agreement at or prior to the Closing;

(c) The Member Approval shall have been obtained;

(d) Each of the Pre-Closing Transactions shall have been consummated in accordance with the terms hereof immediately prior to the Closing.

(e) The applicable waiting periods, if any, under the HSR Act shall have expired or been terminated;

(f) The Transaction Approvals shall have been obtained, and the waiting periods applicable thereto shall have terminated or expired;

(g) The transactions contemplated by the Blocker Purchase Agreements shall be consummated immediately prior to the Merger;

(h) No judgment, decree or order shall have been entered which would prevent the performance of this Agreement or the Blocker Purchase Agreements, declare unlawful the transactions contemplated by this Agreement or the Blocker Purchase Agreements or cause such transactions to be rescinded; and

(i) The Parent shall have delivered to the Company each of the following:

(i) a certificate of an authorized officer of the Parent and the Merger Sub in his or her capacity as such, dated as of the Closing Date, stating that the preconditions specified in Sections 7.02(a) and 7.02(b), as they relate to such entity, have been satisfied;

(ii) certified copies of resolutions of the requisite holders of the voting shares of the Merger Sub approving the consummation of the transactions contemplated by this Agreement; and

(iii) certified copies of the resolutions duly adopted by the Parent's board of directors (or its equivalent governing body) and the Merger Sub's board of managers authorizing the execution, delivery and performance of this Agreement and the Blocker Purchase Agreements.

If the Closing occurs, all closing conditions set forth in this Section 7.02 which have not been fully satisfied as of the Closing shall be deemed to have been waived by the Company.

ARTICLE VIII

INDEMNIFICATION

8.01. Survival of Representations, Warranties, Covenants, Agreements and Other Provisions.

(a) The representations and warranties of the Company contained in Article III shall survive the Closing and shall terminate on the date which is the earlier of (i) fifteen (15) months after the Closing Date and (ii) thirty (30) days after the completion of the audited annual financial statements of the Company for the fiscal year ended December 31, 2014 (the "Survival Date"); *provided*, that the representations and warranties of the Company set forth in Section 3.08 and the Company Fundamental Representations and any FLSA Claim shall survive the Closing and shall terminate on the date which is thirty (30) months after the Closing Date (the "Extended Survival Date"). No claim for indemnification hereunder for breach of any such representations and warranties may be made after the expiration of such applicable survival period.

(b) The representations and warranties of the Parent and the Merger Sub contained in Article IV shall survive the Closing and shall terminate on the Survival Date; provided, that the Parent Fundamental Representations shall survive the Closing and shall terminate on the Extended Survival Date. No claim for indemnification hereunder for breach of any such representations and warranties may be made after the expiration of such applicable survival period.

(c) No covenant or agreement contained herein that is to be performed on or prior to the Closing shall survive the Closing. Any covenant or agreement to be performed, in whole or in part, after the Closing, shall survive the Closing until the expiration of such covenant or agreement in accordance with its terms. No claim for indemnification hereunder for breach of any such covenants or agreements may be made after the expiration of such survival period.

8.02. Indemnification for the Benefit of the Parent Indemnified Parties.

(a) Notwithstanding any investigation at any time made by or on behalf of Parent or any of its Affiliates or any of their respective representatives or advisors or any knowledge or information Parent or any of its Affiliates or any of their respective representatives or advisors may have or hereafter acquire, from and after the Closing and until the Survival Date (but subject to the provisions of this Article VIII and the Escrow Agreement), the Parent shall be entitled to assert, as its sole and exclusive remedy for any action relating (directly or indirectly) to this Agreement and the transactions contemplated hereby and only in accordance with the terms of the Escrow Agreement, the Securityholders Side Letter and this Agreement, as applicable, claims against either (i) the Indemnity Escrow Amount in the Escrow Account or (ii) the Securityholders pursuant to the Securityholders Side Letter (severally and not jointly and subject to the limitations on liability set forth in the Securityholders Side Letter), in respect of any Loss by the Parent or any of its Affiliates, officers, directors or employees (including any Group Company after Closing) (the "Parent Indemnified Parties") to the extent arising from (w) any breach of any representation or warranty of the Company contained in Article III, (x) any

non-fulfillment or breach of any covenant, agreement or other provision contained in this Agreement by the Company that survives the Closing, (y) unpaid Taxes of the Group Companies (including, for the avoidance of doubt, any and all unpaid Taxes of any Person imposed on any Group Company as a successor or a member of an Affiliated Group, as a transferee or successor, by Contract or otherwise) due and owing for any taxable period or portion thereof ending on or prior to the Closing Date, (z) any Liabilities relating to the operation of Grocer Re prior to the Closing Date (other than Liabilities (A) accrued or specifically reserved against in the Latest Balance Sheet, (B) incurred in connection with this Agreement or the transactions contemplated hereby or (C) for Taxes) (clause (z), "Grocer Re Liabilities"), (yy) the Working Capital Indemnity Amount and (zz) any FLSA Claims. Unless otherwise required by Law, all payments made from the Indemnity Escrow Amount in the Escrow Account shall be treated by the Parties as an adjustment to the proceeds received by the Securityholders pursuant to Article II hereof.

(b) Notwithstanding any investigation at any time made by or on behalf of Parent or any of its Affiliates or any of their respective representatives or advisors or any knowledge or information Parent or any of its Affiliates or any of their respective representatives or advisors may have or hereafter acquire, from and after the Survival Date (but subject to the provisions of this Article VIII), the Parent shall be entitled to assert, as its sole and exclusive remedy for any action relating (directly or indirectly) to this Agreement and the transactions contemplated hereby and only in accordance with the terms of this Agreement and the Securityholders Side Letter, claims against the Securityholders pursuant to the Securityholders Side Letter (severally and not jointly and subject to the limitations on liability set forth in the Securityholders Side Letter), in respect of any Loss by the Parent Indemnified Parties to the extent arising from (i) any breach of the representations and warranties of the Company set forth in Section 3.08 or any of the Company Fundamental Representations, (ii) any non-fulfillment or breach of any covenant, agreement or other provision contained in this Agreement by the Company that survives the Closing beyond the Survival Date, (iii) unpaid Taxes of the Group Companies (including, for the avoidance of doubt, any and all unpaid Taxes of any Person imposed on any Group Company as a successor or a member of an Affiliated Group, as a transferee or successor, by Contract or otherwise) due and owing for any taxable period or portion thereof ending on or prior to the Closing Date, (iv) any Grocer Re Liabilities, (v) the Working Capital Indemnity Amount and (vi) any FLSA Claims. Unless otherwise required by Law, all payments made pursuant to the Securityholders Side Letter and this Section 8.02(b) shall be treated by the Parties as an adjustment to the proceeds received by the Securityholders pursuant to Article II hereof.

8.03. Indemnification by the Parent for the Benefit of the Securityholders. The Parent shall indemnify the Representative, the Securityholders and their respective Affiliates, and their respective officers, managers, directors or employees (collectively, the "Securityholder Indemnified Parties") and hold them harmless against any Losses which the Securityholder Indemnified Parties may suffer or sustain, arising from: (a) any breach of any representation or warranty of the Parent or the Merger Sub contained in Article IV and (b) any non-fulfillment or breach of any covenant, agreement or other provision of this Agreement by the Parent or the Merger Sub that survives the Closing. Any indemnification of the Securityholders pursuant to this Section 8.03 shall be delivered to the Representative (on behalf of the Securityholders, in accordance with their respective Pro Rata Percentages) by wire transfer of immediately available funds to the bank account designated by the Representative within fifteen (15) days after the date upon which any underlying claims are finally resolved.

8.04. Limitations on Indemnification. The rights of the Parent Indemnified Parties and the Securityholder Indemnified Parties to indemnification pursuant to the provisions of this Article VIII are subject to the following limitations:

(a) Subject to the limitations set forth in this Section 8.04, in the event of (i) any breach of the representations and warranties of the Company set forth in Section 3.08 or any of the Company Fundamental Representations or Parent Fundamental Representations, (ii) unpaid Taxes of the Group Companies (including, for the avoidance of doubt, any and all unpaid Taxes of any Person imposed on any Group Company as a successor or a member of an Affiliated Group, as a transferee or successor, by Contract or otherwise) due and owing for any taxable period or portion thereof ending on or prior to the Closing Date and (iii) the Grocer Re Liabilities (clauses (i), (ii) and (iii), collectively, the "Excluded Items") the maximum aggregate liability with respect to Losses indemnifiable with respect to the Excluded Items (A) from the Indemnity Escrow Amount in the Escrow Account and, if applicable, by the Securityholders pursuant to Section 8.02 and the Securityholders Side Letter, in each case to the Parent Indemnified Parties or (B) by the Parent pursuant to Section 8.03 to the Securityholder Indemnified Parties, as the case may be, shall not exceed the Base Consideration.

(b) Subject to the limitations set forth in this Section 8.04, except for amounts of indemnity payable with respect to any of the Excluded Items or in the event of actual fraud, the maximum aggregate liability with respect to Losses indemnifiable (i) from the Indemnity Escrow Amount in the Escrow Account and, if applicable, by the Securityholders pursuant to Section 8.02 and the Securityholders Side Letter, in each case to the Parent Indemnified Parties or (ii) by the Parent pursuant to Section 8.03 to the Securityholder Indemnified Parties, as the case may be, shall not exceed $60,750,000.

(c) Notwithstanding the foregoing, no claims for indemnification by the Parent pursuant to Section 8.02(a) (other than with respect to (i) any breach of the representations and warranties of the Company set forth in Section 3.05(e), Section 3.08 or any of the Company Fundamental Representations, (ii) any non-fulfillment or breach of any covenant, agreement or other provision contained in this Agreement by the Company that survives the Closing, (iii) unpaid Taxes of the Group Companies (including, for the avoidance of doubt, any and all unpaid Taxes of any Person imposed on any Group Company as a successor or a member of an Affiliated Group, as a transferee or successor, by Contract or otherwise) due and owing for any taxable period or portion thereof ending on or prior to the Closing Date, (iv) the Working Capital Indemnity Amount or (v) any Grocer Re Liabilities) shall be so asserted, and the Parent shall not be entitled to recover Losses, unless and until the aggregate amount of Losses that would otherwise be payable hereunder exceeds on a cumulative basis an amount equal to $6,000,000 (the "Deductible"), and then only to the extent such Losses exceed the Deductible.

(d) The amount of any Loss subject to indemnification under Sections 8.02 or 8.03 shall be calculated net of (i) any Tax Benefit inuring to the Indemnitee on account of such Loss in the taxable year such Loss is incurred or in the immediately succeeding taxable year and

(ii) any insurance proceeds or any indemnity, contribution or other similar payment recoverable by the Indemnitee from any third party with respect thereto. If the Indemnitee receives a Tax Benefit, the Indemnitee shall promptly pay to the Representative, on behalf of the Securityholders, the amount of such Tax Benefit at such time or times as and to the extent that such Tax Benefit is realized by the Indemnitee. For purposes hereof, "Tax Benefit" shall mean, with respect to any Loss subject to indemnity under Sections 8.02 or 8.03, an amount by which the Tax liability of the Blockers acquired at the Closing or WRM America Intermediate Holding Company, Inc. or any of its subsidiaries (or a group of corporations filing a Tax Return that includes such parties), with respect to the taxable year such Loss is incurred or in the immediately succeeding taxable year, is reduced solely as a result of such Loss or the amount of Tax refund that is generated solely as a result of such Loss for the taxable year such Loss is incurred or in the immediately succeeding taxable year, and any related interest received from any relevant taxing authority. The Indemnitee shall seek full recovery under all insurance policies covering any Loss to the same extent as they would if such Loss were not subject to indemnification hereunder. In the event that an insurance or other recovery is made by any Indemnitee with respect to any Loss for which any such Person has been indemnified hereunder, then a refund equal to the aggregate amount of the recovery shall be made promptly to the Representative, on behalf of the Securityholders.

(e) No Parent Indemnified Party shall be entitled to indemnification pursuant to this Article VIII to the extent that (i) prior to the date hereof, the Group Companies provided for or recorded a reserve in their consolidated books and records with respect to the matter giving rise to the Loss (or any part thereof) in a general category of items or matters similar in nature to the specific items or matters giving rise to such Loss (or part thereof) or (ii) with respect to any Loss or alleged Loss to the extent such Loss or alleged Loss is specifically included in the calculation of the Indebtedness, Net Working Capital or WNFIC Statutory Surplus or if the Parent shall have requested a reduction of the Net Working Capital or WNFIC Statutory Surplus or requested an increase of the Indebtedness in the Closing Statement on account of any matter forming the basis for such Loss or alleged Loss.

(f) For the avoidance of doubt, to the extent a Parent Indemnified Party is indemnified for a Loss out of the Indemnity Escrow Amount, it may not seek recovery for the same Loss from the Securityholders pursuant to the Securityholders Side Letter.

8.05. Indemnification Procedures; Defense of Third Party Claims.

(a) Except for Tax Claims to which Section 10.03(h) applies, any Parent Indemnified Party or Securityholder Indemnified Party making a claim for indemnification under Sections 8.02 or 8.03 (an "Indemnitee") shall promptly notify the indemnifying party (an "Indemnitor") and the Representative (on behalf of the Securityholders), if applicable, in writing of any pending or threatened claim or demand that the Indemnitee has determined, has given or would reasonably be expected to give rise to such right of indemnification (including a pending or threatened claim or demand asserted by a third party against the Indemnitee, such claim being a "Third Party Claim"), describing in reasonable detail the facts and circumstances with respect to the subject matter of such claim or demand; *provided*, that the failure to provide such notice shall not release the Indemnitor from any of its obligations under this Article VIII except to the extent the Indemnitor is materially prejudiced by such failure, it being agreed that notices for

claims in respect of a breach of a representation, warranty, covenant or agreement must be delivered prior to the expiration of any applicable survival period specified in Section 8.01 for such representation, warranty, covenant or agreement.

(b) Upon receipt of a notice of a Third Party Claim for indemnity from an Indemnitee pursuant to Section 8.02 or Section 8.03, the Indemnitor shall be entitled, by notice to the Indemnitee delivered within twenty (20) Business Days of the receipt of notice of such Third Party Claim, to assume the defense and control of such Third Party Claim; *provided*, that (x) the Indemnitor shall allow the Indemnitee a reasonable opportunity to participate in the defense of such Third Party Claim with its own counsel and at its own expense and (y) the Indemnitor shall pay the fees and expenses of one (1) counsel (plus local counsel, if required) of the Indemnitee in the event that the Third Party Claim of which the Indemnitor seeks to assume control (1) involves criminal allegations against the Indemnitee, or (2) involves a claim that, in the good faith judgment of the Indemnitee, is inappropriate for joint representation because of an actual conflict of interest between the Indemnitee and the Indemnitor with respect to such Third Party Claim. Such assumption of the conduct and control of the settlement or defense shall not be deemed to be an admission or assumption of liability by the Indemnitor. If the Indemnitor does not assume the defense and control of any Third Party Claim pursuant to this Section 8.05(b), the Indemnitee shall be entitled to assume and control such defense, but the Indemnitor may nonetheless participate in the defense of such Third Party Claim with its own counsel and at its own expense. The Parent or the Representative, as the case may be, shall, and shall cause each of its Affiliates and representatives to, reasonably cooperate with the Indemnitor in the defense of any Third Party Claim, including by furnishing books and records, personnel and witnesses, as appropriate for any defense of such Third Party Claim. If the Indemnitor has assumed the defense and control of a Third Party Claim, it shall not be authorized to consent to a settlement or compromise of, or the entry of any judgment arising from, any Third Party Claim without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld, conditioned or delayed. No Indemnitee shall consent to the entry of any judgment or enter into any settlement or compromise with respect to a Third Party Claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, conditioned or delayed.

8.06. Sole and Exclusive Remedy.

(a) Except in the case of actual fraud or any Action pursuant to Section 12.19 to enforce specifically the performance of any covenant or agreement (prior to its expiration) to be performed, in whole or in part, after the Closing, from and after the Closing, the indemnification provisions set forth in this Article VIII will be the sole and exclusive remedy of the Parties and the Securityholders with respect to any and all claims relating to the subject matter of this Agreement, and the right of the Parent to recovery against either (i) the Indemnity Escrow Amount in the Escrow Account pursuant to Section 8.02(a) or (ii) against the Securityholders pursuant to the Securityholders Side Letter in accordance with Section 8.02(a) or Section 8.02(b), shall constitute the Parent's sole and exclusive remedy for (1) any and all Losses or other claims relating to or arising from this Agreement or in connection with the transactions contemplated hereby, including in any exhibit, Schedule or certificate delivered hereunder, and (2) any other matter relating to any of the Group Companies prior to the Closing, the operation of their respective businesses prior to the Closing, or any other transaction or state of facts relating

to any of the Group Companies prior to the Closing (including any common law or statutory rights or remedies for environmental, health or safety matters), in each case regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at Law or in equity, or otherwise, and the Parties hereby agree that the Parent shall have no remedy or recourse with respect to any of the foregoing.

(b) Each Party acknowledges and agrees that it may not avoid the limitation on liability set forth in this Article VIII by (x) seeking damages for breach of contract, tort or pursuant to any other theory of liability, all of which are hereby waived, or (y) asserting or threatening any claim against any Person that is not a party hereto (or a successor to a party hereto) for breaches of the representations, warranties and covenants contained in this Agreement. The Parties hereto agree that the provisions in this Agreement relating to indemnification, and the limits imposed on the Party's remedies with respect to this Agreement and the transactions contemplated hereby, were specifically bargained for between sophisticated parties and were specifically taken into account in the determination of the amounts to be paid to the Securityholders hereunder. Following the Closing and subject to the foregoing, to the maximum extent permitted by Law, the Parties hereby waive all other rights and remedies with respect to any matter in any way relating to this Agreement or arising in connection herewith, whether under any Laws at common law, in equity or otherwise.

8.07. Escrow Release. Any portion of the Indemnity Escrow Amount remaining in escrow following the Escrow Release Date, less the aggregate amount, if any, claimed by the Parent Indemnified Parties pursuant to claims (such claims, the "Outstanding Claims") properly made against the Indemnity Escrow Amount in accordance with this Article VIII and not fully resolved prior to the Escrow Release Date (such amount of the retained Indemnity Escrow Amount, as it may be further reduced after the Escrow Release Date by distributions to the Securityholders as set forth below and by recoveries by the Parent Indemnified Parties pursuant to this Article VIII and the Escrow Agreement, the "Retained Escrow Amount"), shall promptly be released from the Escrow Account and deposited by the Escrow Agent with the Representative for the benefit of the Securityholders for distribution to them in accordance with their respective Pro Rata Percentages. In the event and to the extent that, after the Escrow Release Date, any Outstanding Claim made by any Parent Indemnified Party pursuant to this Article VIII is resolved against such Parent Indemnified Party, the Escrow Agent shall promptly release from the Escrow Account and deposit with the Representative for the benefit of the Securityholders an aggregate amount of the Retained Escrow Amount equal to the amount of the Outstanding Claim resolved against such Parent Indemnified Party, for distribution to them in accordance with their respective Pro Rata Percentages; provided, however, that any such distribution shall only be made to the extent that the Retained Escrow Amount remaining after such distribution would be sufficient to cover the amount of Outstanding Claims that are still unresolved at such time.

8.08. Acknowledgement of the Parent and the Merger Sub. The Parent and the Merger Sub acknowledge that they have conducted an independent investigation and verification of the condition (financial and otherwise), results of operations, assets, liabilities, properties and projected operations of the Group Companies, which, together with those representations and warranties of the Company expressly contained in Article III, have resulted in the Parent and Merger Sub determining to proceed with the transactions contemplated by this Agreement.

ARTICLE IX

TERMINATION

9.01. Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of the Parent and the Company;

(b) by either the Company or the Parent if the Member Approval shall not have been obtained within two (2) Business Days following the date hereof;

(c) by the Parent, if any of the representations or warranties of the Company set forth in Article III shall not be true and correct, or if the Company has failed to perform any covenant or agreement on the part of the Company set forth in this Agreement (including an obligation to consummate the Closing), such that the conditions to Closing set forth in either Section 7.01(a) or Section 7.01(b) would not be satisfied as of the Closing Date and the breach or breaches causing such representations or warranties not to be true and correct, or the failures to perform any covenant or agreement, as applicable, are not cured within twenty (20) Business Days after written notice thereof is delivered to the Company; *provided* that the Parent and/or the Merger Sub is not then in breach of this Agreement so as to cause the condition to Closing set forth in either Section 7.02(a) or Section 7.02(b) to not be satisfied as of the Closing Date;

(d) by the Company, if any of the representations or warranties of the Parent or the Merger Sub set forth in Article IV shall not be true and correct, or if the Parent or the Merger Sub has failed to perform any covenant or agreement on the part of the Parent or the Merger Sub, respectively, set forth in this Agreement (including an obligation to consummate the Closing), such that the conditions to Closing set forth in either Section 7.02(a) or Section 7.02(b) would not be satisfied as of the Closing Date and the breach or breaches causing such representations or warranties not to be true and correct, or the failures to perform any covenant or agreement, as applicable, are not cured within twenty (20) Business Days after written notice thereof is delivered to the Parent or the Merger Sub; *provided* that the Company is not then in breach of this Agreement so as to cause the condition to Closing set forth in Section 7.01(a) or Section 7.01(b) from being satisfied as of the Closing Date; *provided* further that neither a breach by the Parent of Section 4.07 nor the failure to deliver the Merger Consideration or the payments contemplated by Section 2.03 at the Closing as required hereunder shall be subject to cure hereunder unless otherwise agreed to in writing by the Company; or

(e) by the Parent or the Company, if the transactions contemplated by this Agreement shall not have been consummated on or prior to July 15, 2014 (such date, as it may be extended, the "Outside Date") and the Party seeking to terminate this Agreement pursuant to this Section 9.01(e) shall not have (*provided* that, if such Party is the Parent, neither the Parent nor the Merger Sub shall have) breached in any material respect its obligations under this Agreement in any manner that shall have proximately caused the failure to consummate the transactions contemplated by this Agreement on or before the Outside Date; *provided* that if any Party brings any Action pursuant to Section 12.19 to enforce specifically the performance of the terms and provisions hereof by any other Party, the Outside Date shall automatically be extended pursuant to Section 12.19(c); *provided further* that if on July 15, 2014 any of the conditions set

forth in Section 7.01(e), 7.01(f), 7.02(e) and 7.02(f) is the only condition(s) to Closing that has not been satisfied as of such date, then upon the written notice of the Company to Parent, or from Parent to the Company, the Outside Date shall be extended to a date and time that is not later than 5:00 p.m. New York City time on October 15, 2014; *provided further* that the Outside Date may also be extended as contemplated by the last sentence of Section 2.01.

9.02. Effect of Termination. In the event this Agreement is terminated by either the Parent or the Company as provided above, the provisions of this Agreement shall immediately become void and of no further force and effect (other than the penultimate sentence of Section 5.02, this Section 9.02, Section 10.01, and Article XI and Article XII hereof which shall survive the termination of this Agreement (other than the right of any Party to seek specific performance of this Agreement or the equitable remedies pursuant to Section 12.19(b), which shall terminate)), and there shall be no liability on the part of either the Parent, the Merger Sub, the Company, the Representative or the Securityholders to one another, except for breaches of this Agreement prior to the time of such termination. No termination of this Agreement shall affect the obligations contained in the Confidentiality Agreement, all of which obligations shall survive termination of this Agreement in accordance with their terms.

ARTICLE X

ADDITIONAL COVENANTS

10.01. Representative.

(a) Appointment. In addition to the other rights and authority granted to the Representative elsewhere in this Agreement, upon and by virtue of the approval of the requisite holders of Units of this Agreement, all of the Securityholders collectively and irrevocably constitute and appoint the Representative, as their agent and representative to act from and after the date hereof and to do any and all things and execute any and all documents which may be necessary, convenient or appropriate to facilitate the consummation of the transactions contemplated by this Agreement, including: (i) execution of the documents and certificates pursuant to this Agreement; (ii) receipt of payments under or pursuant to this Agreement and disbursement thereof to the Securityholders and others, as contemplated by this Agreement, including receipt of payments made to the Representative under Sections 1.05, 1.16 or 8.03; (iii) payment of amounts due to the Parent pursuant to Sections 1.09, 1.10 or 8.02; (iv) receipt and forwarding of notices and communications pursuant to this Agreement; (v) administration of the provisions of this Agreement; (vi) giving or agreeing to, on behalf of all or any of the Securityholders, any and all consents, waivers, amendments or modifications deemed by the Representative, in its sole and absolute discretion, to be necessary or appropriate under this Agreement and the execution or delivery of any documents that may be necessary or appropriate in connection therewith; (vii) amending this Agreement or any of the instruments to be delivered to the Parent pursuant to this Agreement; (viii) (A) disputing or refraining from disputing, on behalf of each Securityholder relative to any amounts to be received by such Securityholder under this Agreement or any agreements contemplated hereby, any claim made by the Parent under this Agreement or other agreements contemplated hereby, (B) negotiating and compromising, on behalf of each such Securityholder, any dispute that may arise under, and exercising or refraining from exercising any remedies available under, this Agreement or any

other agreement contemplated hereby, and (C) executing, on behalf of each such Securityholder, any settlement agreement, release or other document with respect to such dispute or remedy; and (ix) engaging attorneys, accountants, agents or consultants on behalf of the Securityholders in connection with this Agreement or any other agreement contemplated hereby and paying any fees related thereto. Parent and the Surviving Company and each other Parent Indemnified Party shall be able to rely conclusively on the instructions and decisions of the Representative as to any actions required to be taken by the Representative hereunder, and no Securityholder or other Person shall have any cause of action against Parent or the Surviving Company or any other Parent Indemnified Party for any action taken by any such Person in reliance upon the instructions or decisions of the Representative.

(b) Authorization. Notwithstanding Section 10.01(a), in the event that the Representative is of the opinion that it requires further authorization or advice from the Securityholders on any matters concerning this Agreement, the Representative shall be entitled to seek such further authorization from the Securityholders prior to acting on their behalf. In such event, each Securityholder shall vote in accordance with the pro rata portion of the Merger Consideration paid to such Securityholder in accordance with this Agreement and the authorization of a majority of such Persons shall be binding on all of the Securityholders and shall constitute the authorization of the Securityholders. The appointment of the Representative is coupled with an interest and shall be irrevocable by any Securityholder in any manner or for any reason. This authority granted to the Representative shall not be affected by the death, illness, dissolution, disability, incapacity or other inability to act of any principal pursuant to any applicable Law. Teiva Securityholders Representative, LLC hereby accepts its appointment as the initial Representative.

(c) Actions by the Representative; Resignation; Vacancies. The Representative may resign from its position as Representative at any time by written notice delivered to the Parent and the Securityholders. If there is a vacancy at any time in the position of the Representative for any reason, such vacancy shall be filled by the majority vote in accordance with the method set forth in Section 10.01(b) above.

(d) No Liability. All acts of the Representative hereunder in its capacity as such shall be deemed to be acts on behalf of the Securityholders and not of the Representative individually. The Representative shall not have any liability for any amount owed to the Parent pursuant to Sections 1.09, 1.10 or 8.02. The Representative shall not be liable to the Company, the Parent or the Merger Sub, in his or its capacity as the Representative, for any liability of a Securityholder or otherwise, or for anything which it may do or refrain from doing in connection with this Agreement. The Representative shall not be liable to the Securityholders, in his or its capacity as the Representative, for any liability of a Securityholder or otherwise, or for any error of judgment, or any act done or step taken or omitted by it in good faith, or for any mistake in fact or Law, or for anything which it may do or refrain from doing in connection with this Agreement except in the case of the Representative's gross negligence or willful misconduct. The Representative may seek the advice of legal counsel in the event of any dispute or question as to the construction of any of the provisions of this Agreement or its duties hereunder, and it shall incur no liability in its capacity as the Representative to the Parent, the Merger Sub, the Company or the Securityholders and shall be fully protected with respect to any action taken, omitted or suffered by it in good faith in accordance with the advice of such counsel. The Representative shall not by reason of this Agreement have a fiduciary relationship in respect of any Securityholder, except in respect of amounts received on behalf of the Securityholders.

(e) Indemnification; Expenses. Each Securityholder shall, only to the extent of such Securityholder's Pro Rata Percentage thereof, indemnify and defend the Representative and hold the Representative harmless against any Loss, damage, cost, Liability or expense actually incurred without fraud, gross negligence or willful misconduct by the Representative and arising out of or in connection with the acceptance, performance or administration of the Representative's duties under this Agreement. Any expenses or taxable income incurred by the Representative in connection with the performance of its duties under this Agreement shall not be the personal obligation of the Representative but shall be payable by and attributable to the Securityholders based on each such Person's Pro Rata Percentage. Notwithstanding anything to the contrary in this Agreement, the Representative shall be entitled and is hereby granted the right to set off and deduct any unpaid or non-reimbursed expenses and unsatisfied Liabilities incurred by the Representative in connection with the performance of its duties hereunder from amounts actually delivered to the Representative pursuant to this Agreement. Additionally, in connection with any unpaid or non-reimbursed expenses and unsatisfied Liabilities incurred by the Representative in connection with the performance of its duties hereunder, the Representative shall be entitled and is hereby granted the right to direct any funds that would otherwise be actually payable to the Securityholders from the Escrow Account to itself no earlier than the date such payments are actually made. The Representative may also from time to time submit invoices to the Securityholders covering such expenses and Liabilities and, upon the request of any Securityholder, shall provide such Securityholder with an accounting of all expenses and Liabilities paid.

10.02. Disclosure Schedules. All Company Disclosure Schedules and Parent Disclosure Schedules attached hereto (each, a "Schedule" and, collectively, the "Disclosure Schedules") are incorporated herein and expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement herein or in any of the Disclosure Schedules shall be deemed to refer to this entire Agreement, including all Disclosure Schedules. The Disclosure Schedules have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement; however, any item disclosed in any part, subpart, section or subsection of the Disclosure Schedule referenced by a particular section or subsection in this Agreement shall be deemed to have been disclosed with respect to every other section and subsection in this Agreement if the relevance of such disclosure to such other section or subsection is reasonably apparent on its face, notwithstanding the omission of an appropriate cross-reference. Any item of information, matter or document disclosed or referenced in, or attached to, the Disclosure Schedules shall not (a) be used as a basis for interpreting the terms "material", "Material Adverse Effect", "Parent Material Adverse Effect" or other similar terms in this Agreement or to establish a standard of materiality, (b) represent a determination that such item or matter did not arise in the ordinary course of business, (c) be deemed or interpreted to expand the scope of the Company's, the Parent's or the Merger Sub's respective representations and warranties, obligations, covenants, conditions or agreements contained herein, (d) constitute, or be deemed to

constitute, an admission of liability or obligation regarding such matter, (e) represent a determination that the consummation of the transactions contemplated by this Agreement requires the consent of any third party, (f) constitute, or be deemed to constitute, an admission to any third party concerning such item or matter or (g) constitute, or be deemed to constitute, an admission or indication by the Company, the Parent or the Merger Sub that such item meets any or all of the criteria set forth in this Agreement for inclusion in the Disclosure Schedules. No reference in the Disclosure Schedules to any Contract shall be construed as an admission or indication that such Contract is enforceable or currently in effect or that there are any obligations remaining to be performed or any rights that may be exercised under such Contract. No disclosure in the Disclosure Schedules relating to any possible breach or violation of any agreement or Law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. Capitalized terms used in the Disclosure Schedules and not otherwise defined therein have the meanings given to them in this Agreement.

10.03. Certain Tax Matters.

(a) Responsibility for Filing Tax Returns.

(i) The Parent shall prepare and file or cause to be prepared and filed all Tax Returns that are required to be filed by or with respect to the Blockers that are acquired at the Closing and the Group Companies that are due after the Closing Date. With respect to any Tax Returns for a taxable period ending on or before the Closing Date (a "Pre-Closing Tax Period") or with respect to any Straddle Period (a Pre-Closing Tax Period Tax Return and a Straddle Period Tax Return respectively, each a "Pre-Closing Return"), such Tax Returns shall be prepared in a manner consistent with past practice of any Blocker or Group Company, as applicable, unless otherwise required by Law. With respect to any Pre-Closing Return, Parent shall (i) deliver a copy of such Tax Return to the Representative for its review and approval not less than twenty (20) days prior to the date on which such Tax Return is due to be filed (taking into account any applicable extensions) and (ii) make any changes requested by the Representative, unless such changes have no reasonable basis under applicable Tax Law. If the Parties disagree as to whether or not changes to any item reflected on any such Pre-Closing Return have no reasonable basis under applicable Tax Law, they shall negotiate in good faith to resolve such disagreement. If they cannot reach a final resolution within ten (10) days of the due date of such Pre-Closing Return (taking into account any applicable extension) the matter shall be submitted to the Dispute Resolution Arbiter for resolution, the costs of which shall be borne equally fifty percent (50%) by the Parent and fifty percent (50%) by the Representative.

(ii) In connection with the preparation of Tax Returns under this Section 10.03(a), the Parties agree that all Transaction Deductions shall be treated as properly allocable to a Pre-Closing Tax Period or the pre-Closing portion of a Straddle Period, in each case to the extent permitted by applicable Law. The Parties shall apply the safe harbor election set forth in Internal Revenue Service Revenue Procedure 2011-29 to determine the amount of any success-based fees that are deductible in any such period. The Parties agree that (i) the U.S. federal income tax year and, to the maximum extent permitted by Law, the state and local income tax year of the Blockers and any Group Company treated as a corporation for income tax purposes shall end as of the end of the Closing Date and (ii) neither the Blockers that are acquired at the Closing nor any Group Company shall elect to waive any carryback of net operating losses under Section 172(b)(3) of the Code on any Tax Return of the Blockers or a Group Company filed in

respect of a taxable period ending on or before the Closing Date to the extent such carryback could otherwise give rise to any Tax refund payable to the Securityholders pursuant to Section 10.03(d). The Parties agree to prepare all Tax Returns with respect to the Blockers and the Group Companies consistent with this Section 10.03(a)(ii).

(b) Allocation of Tax Liability for Straddle Periods. For purposes of allocating responsibility for Taxes between the Parent and the Securityholders for Straddle Periods, Taxes attributable to a Straddle Period shall be determined as follows: (i) in the case of any Tax that is either based upon or measured by income or gross receipts or imposed in connection with any sale or other transfer or assignment of property (real or personal, tangible or intangible), including any sales or use Tax and any withholding Tax, the amount of Taxes attributable to the pre-closing portion of a Straddle Period shall be equal to the amount which would be payable if the relevant Tax period ended on and included the Closing Date, and (ii) in the case of any Taxes not described in clause (i) above that are imposed on a periodic basis and measured by the level of any item (e.g., property Taxes that are based upon valuation of the item), the amount of such Taxes attributable to the pre-closing portion of a Straddle Period shall be the amount of such Tax for the entire Tax period multiplied by a fraction the numerator of which is the number of days in the Tax period ending on and including the day prior to the Closing Date and the denominator of which is the number of days in the entire Tax period.

(c) Amendment of Tax Returns; Other Tax Actions. Without the prior written consent of the Representative (not to be unreasonably withheld or delayed) or unless otherwise required by applicable Law, the Parent shall not, and shall not allow any Blocker that is acquired at the Closing or Group Company to, (i) file, re-file, amend or otherwise modify (in whole or in part) any Pre-Closing Tax Period Tax Return (including those filed pursuant to Section 10.03(a)), (ii) file, re-file, amend or otherwise modify (in whole or in part) any Straddle Period Tax Returns filed pursuant to Section 10.03(a) after the date such Tax Returns are filed pursuant to Section 10.03(a), (iii) extend or waive, or cause to be extended or waived, any statute of limitations or other period for the assessment of any Tax or deficiency related to a Pre-Closing Tax Period or Straddle Period, or (iv) except as otherwise contemplated by this Agreement, with respect to the Blockers that are acquired at the Closing and the Group Companies, take any action after the Closing outside the ordinary course of business that could reasonably be expected to increase the liability for Taxes pursuant to Section 8.01.

(d) Tax Refunds. Any Tax refunds that are received by the Parent, the Blockers or the Group Companies, and any amounts credited against Tax to which the Parent, the Blockers or the Group Companies become entitled, that relate to Tax periods or portions thereof ending on or before the Closing Date, including as a result of the Transaction Deductions (such refunds or credits, "Pre-Closing Tax Refunds"), shall be for the account of the Securityholders (and the Parent shall promptly notify the Representative of the existence thereof), and the Parent, at the request of the Representative to the Surviving Company, shall pay over, or cause to be paid over, to the Representative for disbursement to the Securityholders in accordance with their respective Pro Rata Percentages any such refund or the amount of any such credit within ten (10) days after receipt thereof or entitlement thereto. Notwithstanding the preceding sentence, any Pre-Closing Tax Refund attributable to an Aquiline Blocker shall be solely for the account of Aquiline and any Pre-Closing Tax Refund attributable to the New York Life Blocker shall be solely for the account of New York Life. The Parent agrees to carryback

any net operating loss arising in any Tax period ending on the Closing Date. With respect to any Pre-Closing Tax Refunds of the Group Companies for which the Securityholders are entitled to a payment pursuant to this Section 10.03(d) and for which Parent, a Blocker or a Group Company must file a Tax Return not otherwise required to be filed to claim any such Tax refund, the Representative shall have the right to (A) cause such Tax Return (including the preparation of IRS Forms 4466 (Corporation Application for Quick Refund of Overpayment of Estimated Tax), 1139 (Corporation Application for Tentative Refund), or 1120X (Amended U.S. Corporation Income Tax Return), and any other forms under federal, state, local or foreign law) to be prepared (with the reasonable cooperation of the Parent, the Blockers or any Group Company, as applicable), and (B) provide such Tax Return to the Parent for review and approval, which approval may not be unreasonably withheld, conditioned, or delayed. The Parent shall promptly cause such Tax Return to be filed and any resulting refund shall be paid pursuant to this Section 10.03(d).

(e) Certain Taxes and Fees. All transfer, documentary, sales, use, stamp, registration and other such Taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with consummation of the transactions contemplated by this Agreement, shall be allocated 50% to the Parent and 50% to the Company (as a Transaction Expense) and paid by the Parent when due, and the Parent shall, at 50% its own expense and 50% the expense of the Company (as a Transaction Expense), file all necessary Tax Returns and other documentation with respect to all such Taxes, fees and charges.

(f) Cooperation on Tax Matters. The Parent, the Blockers, the Group Companies, and the Representative shall cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns pursuant to this Section 10.03 and any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention and (upon the other Party's request) the provision of records and information that are reasonably relevant to any such audit, litigation or other proceeding and the making available of employees on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Parent, the Group Companies, and the Representative agree (i) to retain all financial books and records with respect to Tax matters pertinent to the Group Companies relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified by the Parent or the Representative, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority, and (ii) to give the other Party reasonable written notice prior to transferring, destroying or discarding any such financial books and records and, if the other Party so requests, the Group Companies or the Representative, as the case may be, shall allow the other Party to take possession of such financial books and records.

(g) Tax Treatment of Payments. Except to the extent otherwise required pursuant to a "determination" (within the meaning of Section 1313(a) of the Code or any other similar provision of state, local or foreign Law), the Parent, Merger Sub, the Securityholders, the Company and their respective Affiliates shall treat any and all payments under this Section 10.3 and Article VIII as an adjustment to the purchase price for Tax purposes.

(h) Tax Contests. If Parent or any of its Affiliates (including the Group Companies) receives any notice of a pending or threatened Tax audit, assessment, or adjustment relating to the Group Companies which may give rise to an indemnification obligation of the Securityholders hereunder (a "Tax Claim"), Parent shall promptly notify the Representative of the receipt of such notice and shall describe in reasonable detail the facts and circumstances of such Tax Claim. The failure to so notify the Representative shall not relieve the Securityholders of their obligations hereunder, except to the extent the Representative can demonstrate actual loss and prejudice as a result of such failure.

(i) Subject to clause (ii) below, with respect to any Tax Claim as to which the Securityholders have an indemnification obligation under Section 8.02(a) or Section 8.02(b), the Representative shall have twenty (20) Business Days after receipt of such notice of a Tax Claim to assume the conduct and control of the settlement or defense thereof, and Parent shall cooperate with the Representative in connection therewith; provided that the Representative shall permit Parent to participate in (in the manner described in clause (iii) below), but not control, such settlement or defense through counsel chosen by Parent (the fees and expenses of such counsel shall be borne by Parent) and further provided that the Representative shall not pay or settle such Tax Claim (or portion thereof) without the prior written consent of Parent, not to be unreasonably withheld, conditioned or delayed if such Tax Claim could reasonably be expected to result in an increased Tax liability to Parent or its Affiliates that is not payable by the Securityholders pursuant to Section 8.02(a) or Section 8.02(b). If the Representative does not notify Parent within twenty (20) Business Days after the receipt by the Representative of the notice of the Tax Claim hereunder that it elects to undertake the defense thereof, or if the Representative elects in writing not to conduct the defense and settlement of such Tax Claim, Parent shall have the right to contest and defend the claim but shall not thereby waive any right to indemnity pursuant to Section 8.02(a) or Section 8.02(b). If the Representative does not conduct the defense and settlement of a Tax Claim described in this clause (i), Parent shall not pay or settle such Tax Claim without the consent of the Representative, not to be unreasonably withheld, conditioned or delayed.

(ii) With respect to any Tax Claim described in clause (i) above that relates to a Straddle Period as to which the Securityholders have an indemnification obligation under Section 8.02(a) or Section 8.02(b), but only if the Representative elects under clause (i) above to undertake the defense of the Tax Claim, Parent and the Representative shall jointly control the resolution and defense thereof and shall keep each other informed on a regular basis regarding the status of any such Tax Claim. Parent and the Representative will separately be responsible for their own fees and expenses incurred in the settlement and defense of such Tax Claim. Neither Parent nor the Representative shall pay or settle any such Tax Claim without the prior written consent of the other party, with such consent not to be unreasonably withheld, delayed or conditioned.

(iii) For purposes of clauses (i) and (ii) above, if Parent or the Representative, as the case may be, is the Party undertaking the defense of the Tax Claim, then the other Party will have the right to (v) participate in the defense of the Tax Claim with counsel selected by it (at its own cost), (w) be kept reasonably informed on a timely

basis of all material communications relating to the Tax Claim (other than privileged communications), including emails and filings, (x) be consulted on all material decisions relating to the defense of the Tax Claim, including suggesting strategic approaches to the defense, which suggestions the controlling party shall consider in good faith, (y) participate in meetings with Governmental Entities with respect to the Tax Claim, and (z) review and comment on drafts of material submissions (including settlement proposals) to Governmental Entities (with such drafts and comments being provided on a timely basis).

ARTICLE XI

DEFINITIONS

11.01. Definitions. For purposes hereof, the following terms when used herein shall have the respective meanings set forth below:

"Accounting Principles" means, with respect to the Group Companies (other than WNFIC), the Company Accounting Principles and, with respect to WNFIC, the WNFIC Accounting Principles.

"Additional Merger Consideration" means, as of any date of determination, without duplication, any purchase price adjustments arising under Section 1.10(a) payable to the Securityholders.

"Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise.

"Affiliated Group" means an affiliated group as defined in Section 1504 of the Code (or any analogous combined, consolidated or unitary group defined under state, local or foreign income Tax Law) of which the Company is or has been a member.

"Aggregate Revaluation Amount" means the aggregate Revaluation Amounts payable to Securityholders pursuant to Section 1.02 of this Agreement or Section 1.1(a) of the Blocker Purchase Agreements.

"Aggregate Unreturned Capital Contributions" means the aggregate Unreturned Capital Contributions payable to Securityholders pursuant to Section 1.02 of this Agreement or Section 1.1(a) of the Blocker Purchase Agreements.

"Antitrust Laws" means any federal, state or foreign Law, regulation or decree designed to prohibit, restrict or regulate actions for the purpose or effect of monopolization or restraint of trade or the significant impediment of effective competition.

"Base Consideration" means Six Hundred Million Dollars ($600,000,000).

"Blocker Closing Payment Amount" means the aggregate amount payable to Aquiline and New York Life at the Closing in accordance with the terms and conditions of the Blocker Purchase Agreements in respect of the Class A Units held by the Blockers immediately prior to the Effective Time, representing, for each such Class A Unit, the sum of:

(i) the Unreturned Capital Contribution in respect of such Class A Unit, if any;

(ii) the Revaluation Amount in respect of such Class A Unit, if any; and

(iii) the Per Unit Closing Residual Cash Consideration.

"Business Day" means a day which is neither a Saturday or Sunday, nor any other day on which banking institutions in New York, New York are authorized or obligated by Law to close.

"Cash" means, with respect to the Group Companies, as of the Reference Time (after giving effect to the Pre-Closing Transactions and any use of the Cash of the Group Companies to repay Indebtedness at the direction of Parent pursuant to Section 2.02(f), but otherwise before taking into account the consummation of the transactions contemplated hereby), all cash, cash equivalents and marketable securities held by any Group Company at such time and determined in accordance with Accounting Principles. For avoidance of doubt, Cash shall (1) be calculated net of issued but uncleared checks and drafts, to the extent such checks and drafts have not cleared as of the date on which the Final Residual Cash Consideration is determined in accordance with the terms hereof and (2) include checks and drafts deposited for the account of the Group Companies.

"Certificate of Formation" means the certificate of formation of the Company.

"Change of Control" shall mean the merger or consolidation of the Surviving Company into or with another corporation or other entity or the merger or consolidation of any other corporation or other entity into or with the Surviving Company, in any case, in one transaction or a series of related transactions, or any other transaction or series of related transactions, resulting in the sale or exchange of the shares of the Surviving Company such that the stockholder or stockholders of the Surviving Company immediately prior to such transaction or series of related transactions own, directly or indirectly, less than a majority of the voting power of the surviving entity, or the sale, conveyance, license or lease of all or substantially all the assets of the Surviving Company or its Subsidiaries.

"Class A Unit" means Class A common units or Class A-1 common units of the Company (and the membership interests represented thereby).

"Class B Unit" means Class B common units of the Company (and the membership interests represented thereby).

"Closing Payment Amount" means (i) the Closing Residual Cash Consideration, plus (ii) the Aggregate Unreturned Capital Contributions, plus (iii) Aggregate Revaluation Amounts, less (iv) the Escrow Amount, less (v) the Representative Amount, less (vi) the Blocker Closing Payment Amount.

"Closing Residual Cash Consideration" means (i) the Base Consideration, plus (ii) $7,500,000, minus (iii) the amount of Estimated Indebtedness, plus (iv) the amount, if any, by which the Estimated Net Working Capital exceeds the Target Net Working Capital Amount, minus (v) the amount, if any, by which Estimated Net Working Capital is less than the Target Net Working Capital Amount, plus (vi) the amount, if any, by which the Estimated WNFIC Cash Amount exceeds the Target WNFIC Cash Amount, minus (vii) the amount, if any, by which Estimated WNFIC Cash Amount is less than the Target WNFIC Cash Amount, minus (viii) the Aggregate Unreturned Capital Contributions, minus (ix) the Aggregate Revaluation Amounts, minus (x) the amount of the Estimated Transaction Expenses.

"Code" means the Internal Revenue Code of 1986, as amended or now in effect or as hereafter amended, including but not limited to any successor or substitute federal Tax codes or legislation.

"Company Accounting Principles" means (i) GAAP applied using the accounting principles, practices and methodologies used in the preparation of the Latest Balance Sheet included in the Financial Statements, except that, for the avoidance of doubt, no amount shall be included as a reserve or receivable or otherwise taken into account for income Taxes and (ii) the form and manner in which the sample calculation attached as Exhibit F was prepared (which calculates the Net Working Capital (after giving to the Pre-Closing Transactions) as of September 30, 2013); provided, that in the event of a conflict between (i) and (ii), the parties acknowledge that clause (ii) shall control. The Company Accounting Principles shall follow the defined terms contained in this Agreement.

"Company Employee Benefit Plan" means each "employee benefit plan" within the meaning of Section 3(3) of ERISA and all other employee compensation and benefit plans, policies, programs, arrangements or payroll practices, including multiemployer plans within the meaning of Section 3(37) of ERISA, and each other stock purchase, stock option, restricted stock, severance, retention, employment, consulting, change-of-control, collective bargaining, bonus, incentive, deferred compensation, employee loan, fringe benefit and other benefit plan, agreement, program, policy, commitment or other arrangement of any kind sponsored, maintained, contributed or required to be contributed to by any of the Group Companies for the benefit of any current or former officer, employee, manager or director of the Group Companies.

"Company Fundamental Representations" means (i) for purposes of Article VII, the representations and warranties of the Company set forth in Section 3.01, Section 3.02(a), Sections 3.03(a) and (c), Section 3.04(a), and Section 3.22 and (ii) for purposes of Article VIII and the Securityholders Side Letter, the representations and warranties of the Company set forth in Section 3.01, Section 3.02, Sections 3.03(a) and (c), Section 3.04 and Section 3.22.

"Company LLC Agreement" means the Second Amended and Restated Limited Liability Company Agreement of The Wright Insurance Group, LLC (f/k/a WRM America Holding Company, LLC), dated November 10, 2011.

"Congdon Arrangement" means the provisions set forth in (i) the Stock Purchase Agreement, dated as of September 25, 2008, among Wright Risk Management Company, Inc., the Sellers identified therein and, for purposes of certain sections thereof, the Company (f/k/a WRM America Holding Company LLC) and (ii) the letter agreement, dated May 1, 2012, between Aquiline and Founders Intermediate Holding Company, LLC.

"Contingent Consideration" has the meaning ascribed to such term in Schedule 1.16.

"Contract" means any legally binding agreement, contract, arrangement, lease, loan agreement, security agreement, license, indenture or other similar instrument or obligation to which the party in question is a party, whether oral or written, other than any Company Employee Benefit Plan.

"Credit Agreement" means the Credit Agreement by and among WRM America Intermediate Holding Company, Inc., as borrower, the persons party thereto from time to time as guarantors, the financial institutions party thereto from time to time as lenders, SunTrust Bank, as issuing bank, SunTrust Bank, as administrative agent, SunTrust Robinson Humphrey, Inc., as lead arranger and bookrunner, Manufacturers and Traders Trust Company, as syndication agent, and Sovereign Bank, N.A., Synovus Bank and Hancock Bank, as co-documentation agents, dated as of September 24, 2012, as amended by the First Amendment and Consent to Credit Agreement dated as of August 1, 2013.

"Employee Loans" means the Fishlinger Loan and the loans documented by those agreements set forth in Schedule 3.09(xi)(8)-(11).

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

"Escrow Agent" means JPMorgan Chase Bank, National Association.

"Escrow Release Date" means the earlier of (i) fifteen (15) months after the Closing Date and (ii) thirty (30) days after the completion of the audited annual financial statements of the Company for the fiscal year ended December 31, 2014.

"FEMA" means the Federal Emergency Management Agency.

"FLSA Claim" means any claim by an current or former employee or contractor of the Group Companies pursuant to the federal Fair Labor Standards Act or any corollary federal or state statute or regulation for any period prior to Closing.

"Final Residual Cash Consideration" means (i) the Base Consideration, plus (ii) $7,500,000, minus (iii) the amount of Indebtedness as finally determined pursuant to Section 1.09, plus (iv) the amount, if any, by which the Net Working Capital as finally determined pursuant to Section 1.09 exceeds the Target Net Working Capital Amount, minus (v) the amount, if any, by which the Net Working Capital as finally determined pursuant to Section 1.09 is less than the Target Net Working Capital Amount, plus (vi) the amount, if any, by which the WNFIC Cash Amount as finally determined pursuant to Section 1.09 exceeds the Target WNFIC Cash Amount, minus (vii) the amount, if any, by which the WNFIC Cash Amount as finally determined pursuant to Section 1.09 is less than the Target WNFIC Cash Amount, minus (viii)

the Aggregate Unreturned Capital Contributions, minus (ix) the Aggregate Revaluation Amounts, minus (x) the amount of the Transaction Expenses as finally determined pursuant to Section 1.09.

"Fishlinger Loan" means that loan from the Company to William J. Fishlinger documented by that: (1) Loan and Pledge Agreement dated as of September 29, 2008 by and between the Company (f/k/a/ WRM America Holding Company, LLC), William J. Fishlinger and Founders Intermediate Holding Company, LLC; (2) Secured Recourse Promissory Note dated as of September 29, 2008 naming William J. Fishlinger as maker and Founders Intermediate Holding Company, LLC as guarantor; and (3) Security Agreement dated as of September 29, 2008 by and among the Company (f/k/a/ WRM America Holding Company, LLC), William J. Fishlinger and Founders Intermediate Holding Company, LLC.

"Fully Diluted Units" means the aggregate number of Units outstanding immediately prior to the Effective Time, assuming the vesting of all Class B Units and including the Units held by the Blockers.

"GAAP" means United States generally accepted accounting principles consistently applied.

"Governmental Entity" means any federal, national, state, foreign, provincial, local or other government or any governmental, regulatory, administrative or self-regulatory authority, agency, bureau, board, commission, court, judicial or arbitral body, department, political subdivision, tribunal or other instrumentality thereof.

"Grocer Re" means Grocer Re Insurance Ltd., an exempted company incorporated in the Cayman Islands.

"Group Company(ies)" means the Company and each of its direct and indirect Subsidiaries, after giving effect to the Pre-Closing Transactions. For the avoidance of doubt, the Group Companies do not include WRMAI.

"Income Tax Return" means any Tax Return relating to income Taxes.

"Indebtedness" means, as of any particular time with respect to the Group Companies, without duplication, (i) the unpaid principal amount of and accrued interest on all indebtedness for borrowed money (excluding all intercompany indebtedness between or among the Group Companies), and (ii) all guarantees in respect of clauses (i). Notwithstanding the foregoing, and for the avoidance of doubt, "Indebtedness" shall not include (a) any letters of credit to the extent not drawn upon, (b) any bank guarantees, (c) non-cancellable purchase commitments or (d) surety bonds and performance bonds. For purposes of Article I of this Agreement, Indebtedness shall mean Indebtedness, as defined above, outstanding as of the Reference Time (after giving effect to the Pre-Closing Transactions and any use of the Cash of the Group Companies to repay Indebtedness at the direction of Parent pursuant to Section 2.02(f), but before taking into account the consummation of the transactions contemplated hereby).

"Intellectual Property" means all of the following owned or used by any Group Company, in each case, to the extent material: (i) patents and patent applications, including

continuations, divisional, continuations-in-part, renewals and reissues, (ii) trademarks, service marks, trade dress, logos, domain names and registrations and applications for registration thereof together with all of the goodwill associated therewith, (iii) copyrights (registered or unregistered) and registrations and applications for registration thereof, and copyrightable subject matter, including copyrights in software, and (iv) inventions (whether patentable or unpatentable and whether or not reduced to practice) and trade secrets.

"knowledge of the Company" and "the Company's knowledge" mean the actual knowledge of William Fishlinger, William Malloy, Norman Brown, Rona Platt and, solely with respect to Wright National Flood Insurance Services, Inc. and WNFIC, H. Neal Conolly as of the applicable date, in each case after making reasonably inquiry of Patty Templeton and/or Steve Sitterly if and to the extent that such individuals have expertise in, responsibility with respect to or would otherwise reasonably be expected to have knowledge of, the applicable matter.

"Law" means any law, rule, regulation, judgment, injunction, order, decree or other restriction of any Governmental Entity.

"Liabilities" means all indebtedness, obligations and other liabilities of a Person of any type, secured or unsecured whether accrued, absolute or contingent, direct or indirect, liquidated or unliquidated, mature or unmatured, known or unknown or otherwise.

"Liens" means liens, security interests, charges or encumbrances.

"Losses" means all actual damages, penalties, fines, costs, amounts paid in settlement, liabilities, Taxes, losses, expenses and fees, including court costs and attorneys' and other professionals' fees and expenses and any other costs of enforcing an Indemnitee's rights under this Agreement; *provided, however,* Losses does not include, and the Parent Indemnified Parties and the Securityholder Indemnified Parties shall not be entitled to seek or recover under any theory of liability, any consequential, special, incidental, indirect, exemplary or punitive damages whatsoever (including lost profits, diminution in value, or losses calculated by "multiple of profits", "multiple of cash flows" or any other similar "multiplier" calculation methodologies), except to the extent any such Losses (to the extent finally determined by a court of competent jurisdiction) are payable by the Parent Indemnified Parties or Securityholder Indemnfied Parties, as applicable, as a result of any Third Party Claim and for which such Parent Indemnified Parties or Securityholder Indemnfied Parties, as applicable, are entitled to indemnification pursuant to Article VIII.

"MacNeill Liabilities" means any liabilities arising out of or relating to the MacNeill Transaction (which shall be recorded as liabilities in accordance with GAAP).

"MacNeill Transaction" means that transaction documented by that certain National Flood Insurance Program Policy Expirations Purchase Agreement by and among WNFIC, as acquirer, and MacNeill Group, Inc., as seller, effective as of July 1, 2013.

"Material Adverse Effect" means any change, development, circumstance, effect, event, condition, occurrence or fact that, individually or in the aggregate, has or would reasonably be expected to have a material adverse effect upon the business, condition (financial or otherwise) or results of operations of the Group Companies, taken as a whole; *provided, however,* that any

adverse change, event or effect arising from or related to: (i) conditions affecting the United States or European economy or any other national or regional economy or the global economy generally, (ii) any national or international political or social conditions, including any hostilities, acts of war, sabotage, terrorism or military actions or any escalation or worsening of any such hostilities, acts of war, sabotage, terrorism or military actions, (iii) financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (iv) changes in GAAP, SAP or Law or the enforcement or interpretation thereof including (A) the occurrence of a change in Law enacted with respect to the commission rates paid by FEMA or other governmental entities for the placement or servicing of NFIP policies and the processing of claims thereunder, (B) any change or amendment of the NFIP or (C) any proposed bill or other legislation with respect to or impacting the NFIP, (v) any change that is generally applicable to the industries or markets in which the Group Companies operate, including any occurrence or condition generally affecting participants in the federal flood insurance or excess flood insurance business, (vi) earthquakes, hurricanes, floods or other natural disasters, (vii) any downgrade or potential downgrade of the financial strength, claims paying ability, insurance or other ratings of WNFIC (including due to any change in ratings criteria or evaluation methodology), (viii) the negotiation, execution and delivery of this Agreement or the public announcement of the transactions contemplated by this Agreement, including the impact thereof on relationships, contractual or otherwise, with customers, insurance brokers, intermediaries, suppliers, vendors, lenders, venture partners or employees, (ix) any material failure by the Company to meet any internal or published projections, forecasts or revenue or earnings predictions for any period ending on or after the date hereof; provided that any change, effect, event or occurrence that caused or contributed to such failure to meet projections, forecasts or predictions shall not be excluded pursuant to this clause (ix), (x) the taking of any action contemplated by this Agreement and the other agreements contemplated hereby, including the completion of the transactions contemplated hereby and thereby, or the failure to take any action prohibited by this Agreement, (xi) the identity of or facts related to Parent or the effect of any actions taken by Parent or its Affiliates, or taken by the Company or any of its Affiliates at the request of Parent or with Parent's prior consent, or (xii) any member or stockholder litigation or derivative litigation relating to the execution, delivery and performance of this Agreement (or any of the other agreements contemplated hereby) by the Company or its Subsidiaries and/or the consummation of the transactions contemplated hereby or thereby, shall not be taken into account in determining whether a "Material Adverse Effect" has occurred; provided that, with respect to a matter described in any of the foregoing clauses (ii), (iii), (iv) and (v), such matter shall only be excluded to the extent that (A) such matter, to the extent affecting the federal flood business, does not have a disproportionate effect on the Group Companies' federal flood business relative to other participants in the same business in a similar geographic area or (B) such matter, to the extent affecting the program services business, does not have a disproportionate effect on the Group Companies' program services business relative to other participants in the same business in a similar geographic area.

"Net Working Capital" means (i) all current assets (including Cash (including restricted Cash), prepaid expenses, accounts receivable, accrued revenue and accrued interest) of the Group Companies (other than WNFIC, Grocer Re and Food Services RPG, Inc.) as of the Reference Time (after giving effect to the Pre-Closing Transactions and after deducting the amortized portion of the Prepaid NYMIR Fee described in Exhibit F as of the Reference Time), minus (ii) all current liabilities (including accounts payable, accrued expenses, deferred revenue

and deferred lease commitments, but excluding Indebtedness and Transaction Expenses) of the Group Companies (other than WNFIC, Grocer Re and Food Services RPG, Inc.) as of the Reference Time (after giving effect to the Pre-Closing Transactions) determined in accordance with the Company Accounting Principles. Current assets shall include the unpaid portion of the Employee Loans as of the Reference Time. Current liabilities shall include (i) any annual or transaction bonus to be made to any member of the executive committee of the Company at or after the Closing (but not yet paid or accrued as of the Reference Time), (ii) any Severance Payments payable to any employee or officer that is identified in writing to the Company by the Parent at least five (5) Business Days prior to the Closing and whose employment with the Group Companies is terminated no later than five (5) Business Days after the Closing, (iii) any unpaid and not yet accrued fees due to the Company's auditors in connection with the audit of the Company's consolidated annual financial statement for calendar year 2013, (iv) that portion of any rent payments and related expenses paid by the Group Companies on behalf of Congdon, Flaherty, O'Callaghan, Reid, Donlon, Travis & Fishlinger ("CFO") that is aged more than 30 days and remains unpaid by CFO, (v) any unpaid and not yet accrued operating costs associated with Grocer Re (in an amount equal to $229,203 as set forth in Exhibit F) and (vi) any unpaid but not yet accrued Tax preparation fees for the 2013 Tax year. For the avoidance of doubt, Net Working Capital shall not take into account any deferred Tax assets, deferred Tax liabilities, income Tax assets (including refunds attributable thereto) and income tax liabilities.

"NFIP" means United States National Flood Insurance Program.

"Non-Recourse Party" means, with respect to a Party to this Agreement, any of such Party's former, current and future equity holders, controlling persons, directors, officers, employees, agents, representatives, Affiliates, members, managers, general or limited partners, or assignees (or any former, current or future equity holder, controlling person, director, officer, employee, agent, representative, Affiliate, member, manager, general or limited partner, or assignee of any of the foregoing).

"Organizational Documents" means the Company LLC Agreement and the Certificate of Formation.

"Parent Fundamental Representations" means the representations and warranties of the Parent set forth in Sections 4.01, 4.02 and 4.06.

"Parent Material Adverse Effect" means any change, effect, event, occurrence, state of facts or development that, individually or in the aggregate, has had or would have a material adverse effect on the ability of Parent or Merger Sub to consummate the transactions contemplated hereby or by the Blocker Purchase Agreements.

"Paying Agent" means JPMorgan Chase Bank, National Association.

"Per Unit Additional Merger Consideration" means the amount equal to the quotient obtained by dividing (i) the Additional Merger Consideration by (ii) the Fully Diluted Units.

"Per Unit Closing Residual Cash Consideration" means the amount equal to the quotient obtained by dividing (i) the Closing Residual Cash Consideration by (ii) the Fully Diluted Units.

"Permitted Liens" means (i) statutory liens for current Taxes or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings by the Group Companies and for which appropriate reserves have been established in accordance with GAAP; (ii) mechanics', carriers', workers', repairers' and similar statutory liens arising or incurred in the ordinary course of business for amounts which are not delinquent and which are not, individually or in the aggregate, significant; (iii) zoning, entitlement, building and other land use regulations imposed by Governmental Entities having jurisdiction over the Leased Real Property which are not violated by the current use and operation of the Leased Real Property; (iv) covenants, conditions, restrictions, easements and other similar matters of record affecting title to the Leased Real Property which do not materially impair the occupancy or use of the Leased Real Property for the purposes for which it is currently used or proposed to be used in connection with the Companies' and their Subsidiaries' businesses and (v) liens that do not, and would not reasonably be expected to, affect or impair the operation of the Group Companies or the use or value of the relevant assets in any material respect.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Entity or any department, agency or political subdivision thereof.

"Pro Rata Percentage" means, with respect to any Securityholder, the quotient (expressed as a percentage) obtained by dividing (a) the number of Units held by such Securityholder (or, in the case of Aquiline, by the Aquiline Blockers or, in the case of New York Life, by the New York Life Blocker) immediately prior to the Effective Time (whether or not vested in the case of Class B Units), by (b) the Fully Diluted Units.

"Producer" means any agent, broker, producer, insurance intermediary, resident producer, sub-producer, sales representative or similar Person engaged on behalf of any of the Group Companies or WRMAI, but excluding any such Persons who are employees of any Group Company or WRMAI.

"Reference Time" means 12:01 a.m., New York time, on the Closing Date.

"Revaluation Amount" has the meaning set forth in the Company LLC Agreement.

"SAP" means statutory accounting practices prescribed or permitted by the Governmental Entity charged with the supervision of insurance companies in such an insurance company's jurisdiction of domicile.

"Satisfaction Date" means the date on which the last to be satisfied or waived of the conditions set forth in Article VII (other than those conditions that by their nature can only be satisfied by actions to be taken at the Closing) is so satisfied or waived in accordance with this Agreement.

"Securityholder" means (i) any holder of Class A Units or Class B Units as of immediately prior to the Effective Time (other than the Blockers that are acquired at the Closing), (ii) Aquiline and (iii) New York Life.

"Severance Payments" means severance payments or any other similar payments that are triggered by a termination of employment to be made to any employee or officer of any of the Group Companies at or after the Closing pursuant to any agreement to which any of the Group Companies is a party prior to the Effective Time which become payable as a result of the execution of this Agreement or the consummation of the transactions contemplated hereby.

"Straddle Period" means any taxable period that includes (but does not end on) the Closing Date.

"Subsidiary" means, with respect to any Person, any corporation of which a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof, or any partnership, association or other business entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof; *provided that*, for purposes of this Agreement, WRMAI is not deemed to be a Subsidiary of the Company. For purposes of this definition, a Person is deemed to have a majority ownership interest in a partnership, association or other business entity if such Person is allocated a majority of the gains or losses of such partnership, association or other business entity or is or controls the managing director or general partner of such partnership, association or other business entity.

"Target Net Working Capital Amount" means $5,000,000.

"Target WNFIC Cash Amount" means the sum of the Target WNFIC Statutory Surplus Amount plus the amount of the MacNeill Liabilities.

"Target WNFIC Statutory Surplus Amount" means $7,500,000.

"Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, real property gains, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, special assessment, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing.

"Tax Returns" means any return, report, information return or other document (including schedules or any related or supporting information) filed or required to be filed with any Governmental Entity or other authority in connection with the determination, assessment or collection of any Tax or the administration of any Laws or administrative requirements relating to any Tax.

"Transaction Deductions" means, without duplication, any deduction permitted for income Tax purposes attributable to (a) Transaction Expenses, (b) bonus or similar payments made to employees of any Group Company as a result of or in connection with the consummation of the transactions contemplated by this Agreement, (c) any capitalized financing costs, and (d) expenses which become currently deductible by any Group Company as a result of the satisfaction of any portion of the Indebtedness on the Closing Date.

"Transaction Expenses" means (a) all fees and expenses of the Group Companies incurred or payable as of the Effective Time and not paid prior to the Effective Time payable to professionals (including investment bankers, attorneys, accountants and other consultants and advisors, including, without limitation, Evercore Group L.L.C., Macquarie Capital (USA) Inc., SunTrust Robinson Humphrey, Inc. and Willkie Farr & Gallagher LLP) retained by any Group Company and (b) the fees and expenses specifically allocated to the Company under Section 1.04(a) (Paying Agent), Section 1.11 (Escrow Agent), Section 6.03(b) (D&O Tail) and Section 10.03(e) (transfer taxes) as Transaction Expenses.

"Units" means the Class A Units and the Class B Units.

"Unreturned Capital Contribution" has the meaning set forth in the Company LLC Agreement.

"WNFIC" means Wright National Flood Insurance Company, a Texas stock property and casualty company.

"WNFIC Accounting Principles" means (i) SAP applied using the accounting principles, practices and methodologies used in the preparation of the Statutory Statement of WNFIC as of December 31, 2012, except that, for the avoidance of doubt, no amount shall be included as a reserve or receivable or otherwise taken into account for income Taxes and (ii) the form and manner in which the sample calculation attached as Exhibit F was prepared (which calculates the WNFIC Statutory Surplus (after giving effect to the Pre-Closing Transactions) as of September 30, 2013); provided, that in the event of a conflict between (i) and (ii), the Parties acknowledge that clause (ii) shall control. The WNFIC Accounting Principles shall follow the defined terms contained in this Agreement.

"WNFIC Cash Amount" means the sum of the WNFIC Statutory Surplus as finally determined pursuant to Section 1.09 and the amount of the MacNeill Liabilities as finally determined pursuant to Section 1.09.

"WNFIC Statutory Surplus" means the surplus as regards policyholders of WNFIC determined in accordance with the WNFIC Accounting Principles as of the Reference Time (after giving effect to the Pre-Closing Transactions). For the fiscal year ended December 31, 2012, the WNFIC Statutory Surplus is reflected on line 37 of the "Liabilities, Surplus and Other Funds" page of the 2012 NAIC Annual Statement Blank. For the avoidance of doubt, the calculation of WNFIC Statutory Surplus shall give effect to the MacNeill Liabilities.

11.02. Other Definitional Provisions.

(a) Accounting Terms. Accounting terms that are not otherwise defined in this Agreement have the meanings given to them under GAAP. To the extent that the definition of an accounting term defined in this Agreement is inconsistent with the meaning of such term under GAAP, the definition set forth in this Agreement shall control.

(b) Successor Laws. Any reference to any particular Code section or Law shall be interpreted to include any revision of or successor to that section regardless of how it is numbered or classified.

11.03. Cross-Reference of Other Definitions. Each capitalized term listed below is defined in the corresponding Section of this Agreement:

Term	Section No.
Acquisition Transaction	5.04
Action	3.11
Adjustment Escrow Amount	1.11
Agreed Allocation	1.15
Agreement	Preface
Aquiline	Recitals
Aquiline Blockers	Recitals
Aquiline Blocker Purchase Agreement	Recitals
Blockers	Recitals
Blocker Purchase Agreements	Recitals
Certificate of Merger	1.01(b)
Closing	2.01
Closing Balance Sheet	1.09
Closing Date	2.01
Closing Statement	1.09
Company	Preface
Confidentiality Agreement	5.02
Continuing Employees	6.08(a)
Controlled Group	3.13(b)
Current Policies	6.03(b)
D&O Claim	6.03(f)
D&O Indemnified Parties	6.03(a)
D&O Tail	6.03(b)
Deductible	8.04(a)
Definitive Transaction Agreement	1.16
Delaware LLC Law	1.01(a)
Disclosure Schedules	10.02
Dispute Resolution Arbiter	1.09
Effective Time	1.01(b)
Environmental and Safety Requirements	3.16(a)
Escrow Account	1.11
Escrow Agreement	1.11
Escrow Amount	1.11
Estimated Closing Statement	1.08
Estimated Indebtedness	1.08
Estimated Net Working Capital	1.08
Estimated Transaction Expenses	1.08
Estimated WNFIC Cash Amount	1.08

Term	Section No.
Excluded Items	8.04(a)
Extended Survival Date	8.01(a)
Financial Statements	3.05
Grocer Re Liabilities	8.02(a)
HSR Act	3.12
Indemnitee	8.05(a)
Indemnitor	8.05(a)
Indemnity Escrow Amount	1.11
Insurance Contracts	3.20(a)
Insurance Regulator	3.05(c)
Latest Balance Sheet	3.05
Leased Real Property	3.07(a)
Letter of Transmittal	1.04(a)
Licensed Software	3.10(e)
Material Contracts	3.09(b)
Member Approval	7.01(c)
Merger	1.01(a)
Merger Consideration	1.02(a)
Merger Sub	Preface
Merger Sub Interest	1.02(b)
New Plans	6.08(a)
New York Life	Recitals
New York Life Blocker	Recitals
New York Life Blocker Purchase Agreement	Recitals
Objections Statement	1.09
Order	3.11
Outside Date	9.01(e)
Outstanding Claims	8.07
Parent	Preface
Parent Credit Facilities	4.07
Parent Indemnified Parties	8.02
Parent’s Allocation	1.15
Parent’s Representatives	5.02
Parties	Preface
Paying Agent Agreement	1.04(a)
Permits	3.15
Pre-Closing Return	10.03(a)
Pre-Closing Tax Period	10.03(a)
Pre-Closing Tax Refund	10.03(d)
Pre-Closing Transactions	2.02
Premium Amount	6.03(b)
Producer Agreements	3.19(c)
Proprietary Software	3.10(d)
Real Property Leases	3.07(a)

Term	Section No.
Reference Statement	1.14
Representative	Preface
Representative Amount	1.05
Restrictive Covenant Agreements	Recitals
Retained Escrow Amount	8.07
Sale End Date	2.01
Schedule	10.02
Section 754 Election	1.15
Securityholders Side Letter	Recitals
Securityholder Indemnified Parties	8.03
Statutory Statements	3.05(b)
Survival Date	8.01(a)
Surviving Company	1.01(a)
Surviving Company LLC Agreement	1.06
Tax Benefit	8.04(d)
Tax Claim	10.03(h)
Third Party Claim	8.05(a)
Transaction	1.16(a)
Transaction Approvals	3.12
Transaction Closing	1.16(a)
WF&G	12.20
Working Capital Indemnity Amount	1.10(b)
Written Consent	7.01(i)
WRMAI	Recitals

ARTICLE XII

MISCELLANEOUS

12.01. Press Releases and Communications. No press release or public announcement related to this Agreement or the transactions contemplated herein, or prior to the Closing any other announcement or communication to the employees, customers or suppliers of the Company, shall be issued or made by any Party without the joint approval of the Parent, the Representative and the Company, unless required by Law or listing agreement with any national securities exchange (in the reasonable opinion of counsel) in which case the Parent and the Representative shall have the right to review such press release, announcement or communication prior to issuance, distribution or publication. Aquiline may provide general information about the subject matter of this Agreement in connection with fund raising, marketing, informational or reporting activities.

12.02. Expenses. Except as otherwise expressly provided herein, each of the Company, the Securityholders, the Parent, the Merger Sub and the Representative shall pay all of their own fees and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement, including the fees and disbursements of counsel, financial advisors and accountants.

12.03. Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered, (b) when transmitted (except if not a Business Day then the next Business Day) via telecopy (or other facsimile device) to the number set out below if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (c) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices, demands and communications, in each case to the respective Parties, shall be sent to the applicable address set forth below, unless another address has been previously specified in writing by such Party:

Notices to the Parent, Surviving Company and/or the Merger Sub:

Brown & Brown, Inc.
220 South Ridgewood Avenue
Daytona Beach, FL 32114
Attn: Robert W. Lloyd, General Counsel
Facsimile No.: (386) 239-7293

Notices to the Representative:

Teiva Securityholders Representative, LLC
c/o Aquiline Holdings LLC
535 Madison Avenue
24th Floor
New York, NY 10022
Attn: Jason Rotman
Facsimile No.: (212) 624-9510

with a copy to (which shall not constitute notice):

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Attention: Gregory B. Astrachan
Jeffrey R. Poss
Sean M. Ewen
Facsimile: (212) 728-8111

Notices to the Company:

The Wright Insurance Group, LLC
333 Earle Ovington Boulevard, Suite 505
Uniondale, New York 11553-3624
Attention: Chief Executive Officer
Facsimile: (516) 227-2352

with copies to (which shall not constitute notice):

The Wright Insurance Group, LLC
333 Earle Ovington Boulevard, Suite 505
Uniondale, New York 11553-3624
Attention: Chief Legal Officer
Facsimile: (516) 227-2352

with copies to (before the Closing only) (which shall not constitute notice):

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Attention: Gregory B. Astrachan
Jeffrey R. Poss
Sean M. Ewen
Facsimile: (212) 728-8111

12.04. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by the Parent, the Merger Sub or the Representative without the prior written consent of the non-assigning Parties.

12.05. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

12.06. References. The table of contents and the section and other headings and subheadings contained in this Agreement and the exhibits hereto are solely for the purpose of reference, are not part of the agreement of the Parties, and shall not in any way affect the meaning or interpretation of this Agreement or any exhibit hereto. All references to days (excluding Business Days) or months shall be deemed references to calendar days or months. All references to “$” shall be deemed references to United States dollars. Unless the context otherwise requires, any reference to a “Section,” “Exhibit,” “Disclosure Schedule” or “Schedule” shall be deemed to refer to a section of this Agreement, exhibit to this Agreement or a schedule

to this Agreement, as applicable. The words “hereof,” “herein” and “hereunder” and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “including” or any variation thereof means “including, without limitation” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

12.07. Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Person. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement or the Disclosure Schedules or Exhibits attached hereto is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the ordinary course of business, and no Party shall use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement or the Disclosure Schedules or Exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not described or included in this Agreement or in any Schedule or Exhibit is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or is within or outside of the ordinary course of business for purposes of this Agreement. The information contained in this Agreement and in the Disclosure Schedules and Exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein shall be deemed to be an admission by any Party to any third party of any matter whatsoever (including any violation of Law or breach of contract).

12.08. Amendment and Waiver. Any provision of this Agreement or the Disclosure Schedules hereto may be amended or waived only in a writing signed by the Parent, the Company (or the Surviving Company following the Closing) and the Representative; *provided, however,* that after the receipt of the Member Approval, no amendment to this Agreement shall be made which by Law requires further approval by the members of the Company without such further approval by such members. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

12.09. Complete Agreement. This Agreement and the documents referred to herein (including the Confidentiality Agreement) contain the complete agreement between the Parties and supersede any prior understandings, agreements or representations by or between the Parties, written or oral, which may have related to the subject matter hereof in any way, including any data room agreements, bid letters, term sheets, summary issues lists or other agreements.

12.10. Third Party Beneficiaries. Certain provisions of this Agreement are intended for the benefit of, and shall be enforceable by, the Securityholders. Section 6.03 shall be enforceable by the D&O Indemnified Parties. In addition, (a) the Representative shall have the right, but not the obligation, to enforce any rights of the Company or the Securityholders under this Agreement, (b) the Securityholders shall have the right to enforce their rights to receive the consideration set forth in Section 1.02 and any additional amounts payable thereto under this Agreement, (c) Aquiline shall have the right to enforce its rights under Section 12.01 and 12.20

and any of its rights as a Securityholder hereunder, (d) New York Life shall have the right to enforce any of its rights as a Securityholder hereunder and (e) WF&G shall have the right to enforce its rights under Section 12.20. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement shall be construed to give any Person other than the Parties to this Agreement and their respective successors and permitted assignees any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement.

12.11. Waiver of Trial by Jury. THE PARTIES TO THIS AGREEMENT EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE PARTIES TO THIS AGREEMENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

12.12. Parent Deliveries. The Parent agrees and acknowledges that all documents or other items delivered or made available to a representative of Parent shall be deemed to be delivered or made available, as the case may be, to the Parent for all purposes hereunder.

12.13. Delivery by Facsimile or Email. This Agreement and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or scanned pages via electronic mail, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any Party hereto or to any such contract, each other Party hereto or thereto shall re-execute original forms thereof and deliver them to all other Parties. No Party hereto or to any such contract shall raise the use of a facsimile machine or email to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine or email as a defense to the formation of a contract and each such Party forever waives any such defense.

12.14. Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one (1) Party, but all such counterparts taken together shall constitute one and the same instrument.

12.15. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the Laws of the State of New York, without giving effect to any choice of Law or conflict of Law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

12.16. Jurisdiction. Any suit, Action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought and determined exclusively in the United States District Court for the Southern District of New York or any other federal or state court sitting in New York, New York, and each of the Parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, Action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection which it may now or hereafter have to the laying of the venue of any such suit, Action or proceeding in any such court or that any such suit, Action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, Action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 12.03 shall be deemed effective service of process on such Party.

12.17. Remedies Cumulative. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party shall be deemed cumulative with, and not exclusive of, any other remedy conferred hereby, or by Law or equity upon such Party, and the exercise by a Party of any one remedy shall not preclude the exercise of any other remedy.

12.18. No Recourse. Notwithstanding any provision of this Agreement or otherwise, the Parties to this Agreement agree on their own behalf and on behalf of their respective Subsidiaries and Affiliates that no Non-Recourse Party of a Party to this Agreement shall have any liability relating to this Agreement or any of the transactions contemplated herein.

12.19. Damages; Specific Performance.

(a) The Company may, on behalf of the Securityholders, petition a court to award damages in connection with any breach by the Parent and/or the Merger Sub of the terms and conditions set forth in this Agreement, and the Parent agrees that such damages shall not be limited to reimbursement of expenses or out-of-pocket costs, and may include the benefit of the bargain lost by the Securityholders (taking into consideration relevant matters, including other combination opportunities and the time value of money). The Company may, additionally, on behalf of the Securityholders, enforce such award and accept damages for such breach.

(b) Each of the Parties acknowledges that the rights of each Party to consummate the transactions contemplated hereby are unique and recognizes and affirms that in the event of a breach of this Agreement by any Party, money damages may be inadequate and the non-breaching Party may have no adequate remedy at Law. Accordingly, the Parties agree that prior to a valid termination of this Agreement in accordance with this Agreement, subject to and without limiting Section 12.19(c) below (if applicable), such non-breaching Party shall have the right, in addition to any other rights and remedies existing in its favor at Law or in equity, to enforce its rights and the other Party's obligations hereunder not only by an Action or Actions for damages but also by an Action or Actions for specific performance, injunctive and/or other equitable relief (without posting of bond or other security). Each of the Parties agrees that it

shall not oppose the granting of an injunction, specific performance and other equitable relief when expressly available pursuant to the terms of this Agreement, and hereby waives (x) any defenses in any Action for an injunction, specific performance or other equitable relief, including the defense that the other parties have an adequate remedy at Law or an award of specific performance is not an appropriate remedy for any reason at Law or equity, and (y) any requirement under Law to post a bond, undertaking or other security as a prerequisite to obtaining equitable relief. While a Party may pursue both a grant of specific performance and money damages, under no circumstances shall such Party be permitted or entitled to receive both such grant of specific performance and money damages.

(c) To the extent any Party brings any Action, claim, complaint or other proceeding, in each case, before any Governmental Entity to enforce specifically the performance of the terms and provisions of this Agreement prior to the Closing, the Outside Date shall automatically be extended by (i) the amount of time during which such Action, claim, complaint or other proceeding is pending, plus twenty (20) Business Days, or (ii) such other time period established by the court presiding over such Action, claim, complaint or other proceeding.

12.20. Waiver of Conflicts. Recognizing that Willkie Farr & Gallagher LLP ("WF&G") has acted as legal counsel to certain of the Securityholders (including Aquiline and its Affiliates) and the Company, its Affiliates, the Group Companies and WRMAI prior to the Closing, and that WF&G intends to act as legal counsel to certain of the Securityholders (including Aquiline and its Affiliates) and WRMAI after the Closing, each of the Parent and the Surviving Company (including on behalf of the Group Companies) hereby waives, on its own behalf and agrees to cause its Affiliates to waive, any conflicts that may arise in connection with WF&G representing any of the Securityholders (including Aquiline and its Affiliates) and/or its Affiliates and/or WRMAI after the Closing as such representation may relate to the Parent, any Group Company, WRMAI or the transactions contemplated herein. In addition, all communications involving attorney-client confidences between any Securityholders (including Aquiline and its Affiliates) and its Affiliates in the course of the negotiation, documentation and consummation of the transactions contemplated hereby shall be deemed to be attorney-client confidences that belong solely to such Securityholders and their Affiliates (and not the Group Companies or WRMAI). Accordingly, the Group Companies and WRMAI shall not have access to any such communications, or to the files of WF&G relating to engagement, whether or not the Closing shall have occurred. Without limiting the generality of the foregoing, upon and after the Closing, (i) the applicable Securityholders and their Affiliates (and not the Group Companies or WRMAI) shall be the sole holders of the attorney-client privilege with respect to such engagement, and none of the Group Companies or WRMAI shall be a holder thereof, (ii) to the extent that files of WF&G in respect of such engagement constitute property of the client, only the applicable Securityholders and their Affiliates (and not the Group Companies or WRMAI) shall hold such property rights and (iii) WF&G shall have no duty whatsoever to reveal or disclose any such attorney-client communications or files to any of the Group Companies or WRMAI by reason of any attorney-client relationship between WF&G and any of the Group Companies or WRMAI or otherwise.

* * * *

IN WITNESS WHEREOF, the Parties have executed this Agreement and Plan of Merger on the day and year first above written.

Company: **THE WRIGHT INSURANCE GROUP, LLC**

By: /S/ WILLIAM MALLOY
CEO & President

Its: _____

Parent: **BROWN & BROWN, INC.**

By: /S/ J. SCOTT PENNY
Regional President

Its: _____

Merger Sub: **BROWN & BROWN ACQUISITION GROUP, LLC**

By: /S/ J. SCOTT PENNY
President

Its: _____

Representative: **TEIVA SECURITYHOLDERS REPRESENTATIVE, LLC**, solely in its capacity as the Representative

By: Aquiline Holdings, LLC, its Managing Member

By: /S/ CHRISTOPHER WATSON
Partner

Its: _____

EXHIBIT 10.2

EXECUTIVE EMPLOYMENT AGREEMENT

THIS **EXECUTIVE EMPLOYMENT AGREEMENT** (this "Agreement"), effective as of February 17, 2014, is made and entered into by and between **BROWN & BROWN, INC.**, a Florida corporation ("Company"), and **R. ANDREW WATTS**, a current resident of the State of New Jersey, but will be establishing residency in the State of Florida ("Executive").

BACKGROUND

Executive is an executive officer of the Company, and may from time to time serve as a director, manager, and/or executive officer of one or more of the Company's subsidiaries or affiliated entities ("Affiliates") and, by virtue of title and position, occupies a position of trust and is considered a "Senior Leader" and a member of what is commonly known as the Company's "Senior Leadership." The Company is one of the largest insurance intermediaries in the United States of America and in the world, and the stock of the Company is publicly held and traded on the New York Stock Exchange (NYSE:BRO). The Company is in the insurance intermediary business of selling and servicing insurance, risk transfer alternatives, and related services including, but not limited to, quoting, proposing, soliciting, selling, placing, providing, servicing and/or renewing insurance, reinsurance, and surety products, as well as loss control, claims administration, risk management, program administration, Medicare secondary payer statute compliance, Social Security disability and Medicare benefits advocacy services (as such products and services may be developed, added by acquisition or modified from time to time, the "Insurance Business").

The Company, on behalf of itself, its shareholders and its employees, has a compelling interest in maintaining the confidentiality of Confidential Information and/or Trade Secrets (as such terms are defined in **Section 4(a)** of this Agreement), retaining its employees, and maintaining the customer relationships and business goodwill the Company develops and acquires. By virtue of Executive's position, Executive is afforded extensive and intimate knowledge of the Company's strategic goals, including particularized plans and processes developed by the Company, whether through the Executive's efforts or otherwise, which are not known to others in the industry and which give the Company and its Affiliates competitive advantage. In addition, Executive has responsibility for the performance and results of various business units, divisions, profit centers and Affiliates of the Company and for developing and/or executing strategic plans for the Company and/or its Affiliates. Executive's role in the Senior Leadership is, or will be, such that the Company's Confidential Information and Trade Secrets will necessarily become inextricably entwined with Executive's own knowledge and experience.

Executive's entry into this Agreement with the Company is a condition to Executive's employment with the Company, whether such employment is new or continuing. The rights and obligations that comprise this Agreement equally extend to the Company's Affiliates.

NOW, THEREFORE, the Parties, intending to be legally bound, agree as follows:

TERMS

1. **Employment and Job Duties**. The "Background" provisions above are hereby incorporated into this Agreement as if set forth herein at length.

(a) In consideration of Executive's entry into this Agreement, the Company agrees to continue to employ Executive upon the terms and conditions set forth in this Agreement. Executive accepts such continued employment upon the terms and conditions set forth in this Agreement. Executive shall have the title of Executive Vice President, Treasurer and, effective upon the retirement of the current Chief Financial Officer in March 2014, will become Executive Vice President and Chief Financial Officer of the Company, and/or such other title(s) as the Board of Directors, the President, and/or the Chief Executive Officer may designate from time to time. Additionally, as a Senior Leader of the Company, Executive shall serve as a member of Company's Senior Leadership team and the Company's Leadership Council. Executive shall perform such other duties as directed by the Board of Directors, the President and/or the Chief Executive Officer of the Company, or by such other member of the Senior Leadership team to whom Executive may report. Executive shall abide by the policies, procedures and guidelines of the Company, as the same may be reasonably modified, amended or replaced by the Company from time to time.

(b) Executive shall devote full time and effort to promoting the Company's business. During Executive's employment under this Agreement, Executive shall not, directly or indirectly, engage in the Insurance Business in any of its forms, either as an owner, investor, lender, director, executive, manager, broker, agent, solicitor, consultant or participant, in any manner or on behalf of any business enterprise engaged in the Insurance Business, except for the account of the Company or as directed by the Company, *provided*, *however*, that ownership of less than one percent (1%) of the outstanding stock of any publicly traded corporation will not be deemed a violation of this **Section 1(b)**.

(c) Executive agrees that so long as Executive is employed by the Company, Executive will not engage in the planning or organizing of any business activity that is competitive with or that creates a conflict of interest with the work Executive performs for the Company.

(d) Executive shall have broad discretion to direct those aspects of the business and affairs of the Company and Affiliates for which Executive is responsible, subject to Company's corporate governance obligations, insurance operations recommendations, accounting methodology, and other rules, procedures and guidelines, and subject to applicable law. By way of example and not by way of limitation, duties of Executive include the ability to:

(i) direct the financial, accounting, tax and financial regulatory strategies for the Company;

(ii) serve at the pleasure of the Company's Chief Executive Officer, the Audit Committee of the Company's Board of Directors and the Board of Directors and direct strategic issues relating to financing, capital structure and Company expenditures;

(iii) recruit, hire, retain and promote personnel to achieve and maximize financial and accounting expertise and results within the Company; and

(iv) perform such other activities and duties as determined by the Chief Executive Officer from time to time.

(e) Executive's duties on behalf of the Company may include, without limitation: (i) the identification of M&A Prospects; (ii) the negotiation and entry into a non-disclosure, confidentiality, or similar agreement with an M&A Prospect or its representative; (iii) the pursuit, receipt, analysis and evaluation of financial, legal, operational, and other information, whether developed by the Company or provided by or on behalf of an M&A Prospect, to determine whether the Company should pursue a possible acquisition transaction or divestiture of assets (whether by asset acquisition, stock acquisition, sale of assets, sale of stock, merger, or other form of business combination) with such M&A Prospect (a

"Transaction"); (iv) the negotiation of terms with a M&A Prospect and its representatives regarding a possible Transaction; (v) the consummation of a possible Transaction with an M&A Prospect or, alternatively, the termination of discussions regarding a possible Transaction with an M&A Prospect; and/or (vi) the integration and monitoring of the performance of a completed Transaction of an M&A Prospect (collectively and as the same may be modified from time to time, the "M&A Process"). "M&A Prospect" means any business with which the Company or any of its Affiliates has, directly or indirectly, entertained discussions or requested and received information relating to an actual or potential Transaction (as defined in **Section 4(a)(iii)** above) by the Company or any of its Affiliates within the two (2)-year period immediately preceding separation from employment with Company ("Separation"). The Parties acknowledge and agree that the successful execution of the M&A Process is an integral part of the Company's short-term and long-term business strategy and success. Executive's role in the M&A Process is one of confidence and trust with the Company.

(f) The Company shall indemnify, defend and hold Executive harmless from and against any claims or causes of action against Executive arising out of Executive's activities conducted in the course and scope of Executive's employment with the Company, all in accordance with applicable law. This provision is understood and agreed to exclude any activity of Executive's that is adjudicated to constitute a crime, fraud or to have involved reckless disregard of the interests of the Company.

2. **Compensation and Benefits**.

(a) Executive's compensation shall be as agreed and set forth herein. Any modifications to Executive's compensation shall be as agreed between Company and Executive from time to time, subject to withholding for state and federal income tax, FICA, FUTA, SUTA, and other required statutory deductions. Executive's starting annual salary shall be $500,000.00, less applicable deductions and pro-rated for time employed in 2014 ("Base Salary"), payable in installments in accordance with the Company's normal payroll practices.

(b) In addition to Base Salary, Executive shall be eligible to receive a performance-based bonus with an estimated base bonus amount of $350,000.00 for calendar year 2014 and pro-rated for time employed in 2014 provided that Executive remains continuously employed by the Company from date of hire until the bonus payment date and payable with normal bonus payments in the first quarter of 2015 ("Base Bonus"). Like Executive's Base Salary, the Base Bonus will be reviewed annually by the Company's Compensation Committee and the Board of Directors. The performance-based goals will be established by the CEO. In addition, consistent with the Base Bonuses for all of the Company's executive officers, the Compensation Committee, in its sole discretion and in the event the Company's financial performance is unexpectedly poor or in the event that Executive commits an act of malfeasance, may reduce or eliminate this Base Bonus. Finally and for the avoidance of doubt, while the Base Bonus amount, performance-based goals and pro-ration for 2014 will differ from the Company's other executive officers, the mechanics and process of the calculation of the performance-based bonus will be the same as that for the Company's other executive officers for 2014 and future years.

(c) Upon approval by the Compensation Committee and the Company's Board of Directors, the Company shall award Executive two (2) separate stock grants as follows:

(i) a performance-triggered stock grant ("PTSG") under the Company's 2010 Stock Incentive Plan ("SIP") of $250,000 based on the value of the Company's stock on the last business day preceding the date of grant (the "PTSG Bonus") on the terms and conditions set forth in the SIP and in the stock award agreement to be established between the Company and Executive (a "SIP Agreement") with respect to the PTSG Bonus. The PTSG Bonus governed by the SIP Agreement will provide, among other things, for full vesting after five (5) years of continuous employment. It is expected that the date of grant for this PTSG will be February 17, 2014.

(ii) a performance stock grant under the SIP of $800,000 based on the value of the Company's stock on the last business day preceding the date of grant (the "SIP Performance Grant") on the terms and conditions, including vesting, set forth in the SIP and in the SIP Performance Grant Agreement. It is expected that the date of grant for this SIP grant will be prior to March 1, 2014.

(d) Transition Bonuses. The Company acknowledges that Executive will surrender or forfeit certain cash and equity compensation amounts negotiated with his current employer. In order to mitigate any financial hardship in transition from current employment to the Company, and upon approval of the Compensation Committee and the Board of Directors, and as fundamental consideration for the engagement contemplated under this Agreement and the compensation components herein, the Company agrees to pay, subject to certain agreed conditions:

i. *Transition Bonus 1*: a cash bonus amount of $225,000 to compensate Executive for a cash bonus Executive will forfeit with his former employer as the result of his departure from employment with that employer. In the event Executive receives all or part of the bonus amount underlying Transition Bonus 1 from his former employer during the first 12 months of Executive's employment with the Company, Executive shall promptly remit such amount, in full net of taxes, to Company. This bonus will be paid upon Executive establishing residency in the State of Florida.

ii. *Transition Bonus 2*: a cash bonus amount of $500,000 to compensate Executive for a stock award from Executive's former employer for which Executive will no longer be eligible due to his departure from employment with that employer. In the event of termination of Executive's employment during the Term by Company with Cause or by Executive without Good Reason, as more fully described in **Section 3(b),** below, Transition Bonus 2 will be subject to return to Company by Executive as follows: (A) 100% in the event of termination within the first full 12 months of employment; (B) $333,333 in the event of termination within the following full 12 months (13-24 months) of employment; and (C) $166,666 in the event of termination within the following full 12 months (25-36 months) of employment. This bonus will be paid upon Executive establishing residency in the State of Florida.

iii. *Transition Equity Bonus*: a PTSG of $475,000 (based on the value of the Company stock on the last business day preceding the date of grant), on the terms and conditions set forth in the SIP and in the SIP Agreement with respect to the Transition Equity Bonus, to replace certain stock rights forfeited due to Executive's departure from employment with Executive's former employer. This Transition Equity Bonus provides, among other things, for full vesting after three (3) years of continuous employment. It is expected that the date of grant for this Transition Equity Bonus will be February 17, 2014. In the event that the stock grant from Executive's former employer that this Transition Equity Bonus is intended to replace vests in whole or in part, Executive agrees to promptly notify Company, and this Transition Equity Bonus will be adjusted commensurately in accordance with the terms of the Transition Equity Bonus SIP Agreement.

(e) Executive shall also be entitled to reimbursement of reasonable business expenses as approved by the Company's Chief Executive Officer or his designee. In order to ease the strain of relocation, the Company shall reimburse Executive for all expenses for moving and relocation to Company's place of business up to a maximum of $100,000.00 and will be structured in accordance with codes of the Internal Revenue Service to be minimize any tax upon Executive.

(f) All compensation arrangements including, but not limited to, fringe benefits, employer-sponsored group benefits and the bonus and the equity incentive plans referenced above, are subject to increase or decrease, change, withdrawal or modification at any time, and from time to time, at the discretion of Company, except Executive's Base Salary, Base Bonus, Stock Award, Transition

Bonuses and reimbursement of the moving and relocation expenses that are set forth above. Where the benefits are governed by formal plan documents, agreements and summary plan descriptions, the terms of those documents govern. The Company has the right to modify, amend or terminate any benefit plan or its contributions to any benefit plan at any time, subject to the requirements of applicable law.

3. **Term and Termination**.

(a) The term of this Agreement will be a three (3)-year period beginning on the Effective Date and ending on February 17, 2017 (the "Term"). Executive may terminate Executive's employment by giving the Company thirty (30) days' advance written notice. Nothing in this Agreement will restrict the Company's or Executive's ability to terminate the employment relationship between the Company and Executive for any reason, during or after the Term.

(b) If, during the Term, (i) the Company terminates Executive's employment other than for Cause (as defined below), (ii) the Company terminates Executive's employment due to a Change in Control (as defined below), (iii) Executive's employment terminates due to death or permanent disability (defined as the physical or mental inability to perform the substantial and material duties of Executive's occupation with or without reasonable accommodation for a period in excess of ninety (90) consecutive days or ninety (90) days within a six (6)-month period), or (iv) Executive terminates his employment for Good Reason, the Company will pay to Executive (or, in the event of Executive's death, to Executive's estate or designated beneficiary) a cash amount equal to the sum of: (1) Executive's Base Salary through the end of the Term; (2) Base Bonus through the end of the Term; (3) the grant date fair market value of the PTSG Bonus; and (4) the grant date value of the Transition Equity Bonus, payable over and divided by the remaining pay periods of the Term, provided that the Company's obligation to continue paying Executive for the remainder of the Term will immediately terminate upon Executive's failure or cessation, for any reason, to comply with the provisions of **Sections 4** and **6** hereof. The amounts payable under this **Section 3** expressly exclude the SIP Performance Bonus described above in **Section 2(c)(ii)**. The amounts payable under this **Section 3** will be paid to Executive on the payroll dates determined in accordance with the Company's normal payroll practice following the termination of employment.

However, Executive will not be entitled to and will not receive any of the payments or other benefits provided in this **Section 3** unless and until (A) Executive is in full compliance with all the terms of this Agreement; (B) Executive executes and delivers to the Company a general release in favor of, and in a form acceptable to, the Company (the "Release") within sixty (60) days following the Executive's termination; (C) the Release becomes effective and can no longer be revoked by Executive; (D) if the period during which the Release may be delivered to the Company spans more than one (1) calendar year, payments or other benefits shall not commence until the second (2nd) calendar year and (E) Executive has returned to the Company all Company property in Executive's possession or control.

If Executive's employment terminates for any reason set forth in this **Section 3(b)** above, then in no event shall Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable and/or benefits provided to Executive in this **Section 3(b)** above, and such amounts payable and/or benefits provided to Executive shall not be reduced, regardless of whether Executive obtains other employment, becomes self-employed, and/or receives remuneration and/or benefits in exchange for providing services to any third party after the date of termination

(c) If, during the Term, (i) Executive terminates Executive's employment without Good Reason or (ii) the Company terminates Executive for Cause, then the Company will pay Executive only such compensation as will have accrued through the date of termination; provided, however, that if Executive delivers notice of termination, the Company will have the option to waive the thirty (30)-day notice period and pay Executive only through the later of the date upon which such notice is delivered or a date mutually agreed upon between Executive and the Company. Notwithstanding any contrary provision of this Agreement, the applicable provisions of this Agreement including, without limitation, **Sections 4** through **12**, will remain in full force and effect after the expiration or termination of this Agreement. The amounts payable under this **Section 3(c)** will be paid to Executive in accordance with applicable law and in any event no later than March 15 of the year following the calendar year in which Executive's termination of employment occurs.

(d) Definitions.

(i) During the Term, Executive will be subject to immediate discharge by the Company for Cause. As used herein, the term "Cause" will mean the following:

(A) A material breach by Executive of any of the terms of this Agreement which remains uncured for thirty (30) days after receiving written notice from the Company describing said breach;

(B) Repeated failure by Executive to perform the services reasonably required of Executive by the Company which remains uncured for thirty (30) days after receiving written notice from the Company describing said failure (after three (3) separate incidents of failure for which Executive received written notice from the Company);

(C) A proven violation by Executive of the Company's written discrimination or harassment policy based upon race, sex, national origin, religion, disability or age;

(D) Commission by Executive of (I) a felony, provided that Executive has been convicted of the same, (II) a crime involving moral turpitude, provided that Executive has been convicted of the same, (III) any act involving fraud, theft, embezzlement, conversion or misappropriation of money or property, (IV) breach of Executive's duty of loyalty to the Company, (V) breach of any fiduciary duties to the Company, (VI) any intentional or grossly negligent act that otherwise materially damages the Company, its business or its material assets, (VII) violation by Executive of the Company's code of ethics, or (VIII) any act of threatening, inappropriate or abusive behavior that disrupts the normal day to day operation of any of the Company's offices, all of which will be as determined by the Company in its sole discretion; provided that the events listed in (IV) through (VIII) shall be subject to a thirty (30) day right to cure after Executive receiving written notice from the Company describing such event.

(E) Current alcohol or substance abuse which the Company has informed Executive that the Company believes has occurred and that the Company deems, in its reasonable discretion, to materially impair Executive's abilities to perform Executive's duties under this Agreement; or

(F) The loss, limitation or suspension of Executive's license to write insurance in any jurisdiction where such license is material to the performance of Executive's duties hereunder.

(ii) "Change in Control" shall mean (A) a change that would have to be reported in response to Item 6(e) of Schedule 14A of the Regulation 14A promulgated under the

Securities and Exchange Act of 1934, as amended, as well as (B) certain other circumstances involving the beneficial ownership of securities of the company or the merger, acquisition or consolidation of the company and its subsidiaries.

(iii) "Good Reason" shall exist if (i) the Company, without Executive's written consent, (a) materially reduces Executive's salary, duties, or position, (b) commits a material breach of this Agreement, or (c) materially changes the geographic location at which Executive must perform services for the Company; (ii) Executive provides written notice to the Company of any such action within ninety (90) days of the date on which such action first occurs and provides the Company with thirty (30) days to remedy such action (the "Cure Period"); and (iii) the Company fails to remedy such action within the Cure Period.

(e) After the expiration of the Term of this Agreement, the employment relationship memorialized by this Agreement will be at will and may be terminated by the Company or Executive at any time, with or without Cause or advance notice and without the requirement of any procedural steps such as warnings or progressive discipline.

(f) Termination of Executive's employment relationship with the Company, whether by the Company or Executive, before or after the expiration of the Term and whether with or without Cause, will not release either Executive or the Company from obligations hereunder through the date of such termination (the "Termination Date") nor from the applicable provisions of this Agreement, including, without limitation, **Sections 4** through **12**, which will survive the termination of Executive's employment and the termination of this Agreement. Upon notice of termination of or by Executive, the Company has the power to suspend Executive from all duties on the date notice is given, and to immediately require the return of all professional documentation as described in the Agreement. The Company has the further right to impound all Company property on Company premises for a reasonable time following termination, to permit the Company to inventory the property and ensure that its property and trade secrets are not removed from the premises. Executive acknowledges that Executive has no right or expectation of privacy with respect to Company property kept on Company premises, or equipment provided by the Company, including any such information maintained on computer systems or electronic communications devices utilized by Executive during employment by the Company. On or after the Termination Date, or at any time upon demand, Executive will immediately return to the Company, all: (i) tangible Confidential Information in Executive's possession or control including, but not limited to, copies, notes, abstracts, summaries, tapes or other record of any type of Confidential Information; and (ii) other Company property in Executive's possession or control including, without limitation, any and all keys, security cards, passes, credit cards, and marketing literature, and any electronic data stored on a computer, and Executive will not destroy, delete or otherwise damage any such Confidential Information or Company property.

(g) Section 409A. This Agreement and the monies and benefits provided hereunder are intended to qualify for an exemption from Section 409A of the Internal Revenue Code of 1986, as amended ("Code"), where applicable, provided, however, that if this Agreement and the monies and benefits provided hereunder are not so exempt, they are intended to comply with Code Section 409A to the extent applicable thereto. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall be interpreted and construed consistent with this intent, provided that the Company shall not be required to assume any increased economic burden in connection therewith. Although the Company intends to administer this Agreement so that it will comply with the requirements of Code Section 409A, the Company does not represent or warrant that this Agreement will comply with Code Section 409A or any other provision of federal, state, or local law. Neither the Company nor its directors, officers, employees or advisers shall be liable to Executive (or any other individual claiming a benefit through Executive) for any tax, interest, or penalties Executive may owe as a result of monies or benefits

paid under this Agreement, and the Company shall have no obligation to indemnify or otherwise protect Executive from the obligation to pay any taxes pursuant to Code Section 409A. With respect to the payments provided by this Agreement upon termination of Executive's employment (the "Cash Severance Amount"), Executive's employment will be treated as terminated if the termination meets the definition of "separation from service" as set forth in Treasury Regulation Section 1.409A-1(h)(l). Notwithstanding anything to the contrary contained in this Agreement, if (a) Executive is a "specified employee" within the meaning of Treasury Regulation Section 1.409A-1(i), and (b) any portion of the Cash Severance Amount does not qualify for exemption from Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), under the short-term deferral exception to deferred compensation of Treasury Regulation Section 1.409A-1(b)(4), then payments of such amounts that are not exempt from Code Section 409A will be made in accordance with the terms of this Agreement, but in no event earlier than the first to occur of (i) the day after the six-month anniversary of Executive's termination of employment, or (ii) Executive's death. Any payments delayed pursuant to the prior sentence will be made in a lump sum on the first day of the seventh month following the date of termination of Executive's employment, and the Company will pay the remainder of the Cash Severance Amount, if any, on and after the first day of the seventh month following the date of termination of Executive's employment at the time(s) and in the form(s) provided by the applicable section(s) of this Agreement. Each payment of the Cash Severance Amount will be considered a "separate payment" and not one of a series of payments for purposes of Code Section 409A.

4. **Confidential Information and Trade Secrets; Post-Separation Restrictive Covenants; Related Matters**.

(a) *Confidential Information and Trade Secrets*.

(i) The term:

(A) "Confidential Information" means any and all information, observations and data of the Company and/or its Affiliates, regardless of whether kept in a document, electronic storage medium, or in the Executive's memory, and includes, but is not limited to, all data, compilations, programs, devices, strategies, concepts, ideas or methods concerning or related to:

(1) Non-public financial condition, results of operations, and amounts of compensation paid to officers and employees;

(2) Material non-public information from or about an issuer of securities (in this case, specifically, Brown & Brown, Inc., NYSE: BRO) that might foreseeably influence Executive or any other Person to purchase or sell securities of such issuer;

(3) Sales training and producer training data and materials related, but not limited to, "Brown & Brown University," other producer sales schools and leadership development programs sponsored and promoted by Company or its Affiliates;

(4) Strategic plans and studies, marketing programs, and sales programs, and the terms and conditions (including prices) of sales and offers of sales of products and/or services;

(5) The terms, conditions and current status of the agreements and relationships with insurance or reinsurance carriers, intermediaries, managing general agents, vendors, or other entities, including agreements regarding contingent revenue, overrides and supplemental commissions;

(6) Any reports, invoice slips, call logs, phone logs, or other document or thing that contains, lists, references or relates to policy expiration dates and/or effective dates, policy numbers, insurance companies, and/or managing general agents;

(7) The names and identities of any and all Client Accounts and Prospective Client Accounts, including any and all Client Account lists and Prospective Client Accounts, data bases evidencing Client Accounts and Prospective Client Accounts, or other similar compilations evidencing the identities of the Company's Client Accounts and Prospective Client Accounts (for purposes of this Agreement, "Client Account" means any person or entity with whom or with which the Company has engaged in Insurance Business within the preceding twenty-four (24) months of the termination of Executive's employment with the Company. "Prospective Client Account" means any person or entity as with whom or with which the Company has quoted, proposed, or solicited the sale or provision of any Insurance Business within the preceding twenty-four (24) months of the termination of Executive's employment with the Company. The identities and business preferences of insurance or reinsurance carriers, intermediaries, managing general agents, vendors, or any employee or agent thereof with whom the Company or any of its Affiliates communicates, along with the Company's or its Affiliates' practices and procedures for identifying Prospective Client Accounts;

(8) The terms and conditions of any policies written for any Client Accounts, including the pricing, margins, costs, discounts, commission structure or any other component of pricing;

(9) Personnel information including the productivity and profitability (or lack thereof) of employees, agents, or independent contractors;

(10) The know-how, processes or techniques, regulatory approval strategies, computer programs, data, formulae, compositions, service techniques and protocols, skills, ideas, and strategic plans possessed, developed, accumulated or acquired by the Company or its Affiliates;

(11) Any communications between the Company, its Affiliates, their respective officers, directors, managers, shareholders, employees, and independent contractors, and any attorney retained or employed by the Company or its Affiliates for any purpose, or any person retained or employed by such attorney for the purpose of assisting such attorney in Executive's representation of the Company or its Affiliates;

(12) Any communications between the Company its Affiliates, their respective officers, directors, managers, shareholders, employees, and independent contractors, and any current or prospective Client Account, whether or not such communication is recorded on any medium;

(13) Any information regarding M&A Prospects and other merger or acquisition opportunities, any possible, completed or terminated Transactions, and other aspects of the M&A Process including (1) document templates and examples, (2) term sheets, letters of intent, pro forma income statements, acquisition profiles, agreements, acquisition lists, and related information relating any M&A Prospect, and (3) and the fact that the Company has entered into a non-disclosure agreement, or entertained discussions or requested and received information relating to an actual or potential Transaction with any M&A Prospect (collectively, "M&A Information"); and

(14) Any other matter or thing, whether or not recorded on any medium or kept in the Executive's memory, (a) by which the Company or its Affiliates derives actual or potential economic value from such matter or thing being not generally known to other persons or entities who might obtain economic value from its disclosure or use, or (b) which gives the Company or its Affiliates an opportunity to obtain an advantage over its competitors who do not know or use the same.

(ii) “Confidential Information” does not include any information that is publicly available (except for such public disclosures made in violation of this Agreement) or any information generally known within the Insurance Business. However, Confidential Information includes the compilation of otherwise public information by the Company for a specific business purpose, where such compilation derives independent economic value in its own right.

(iii) “Trade Secret” shall have the meaning ascribed thereto under the Florida Uniform Trade Secrets Act (or any successor statute), as adopted and in effect on and after the date of this Agreement, and generally means any information that is not generally known, has independent economic value by reason of not being widely known, and as to which the Company takes reasonable precautions to protect its secrecy.

(iv) Executive acknowledges and agrees that the Company is engaged in the highly competitive Insurance Business, and has expended, and will spend, significant sums of money and has invested, and will invest, a substantial amount of time to develop and use, and maintain the secrecy of, the Confidential Information and/or Trade Secrets. The Company has thus obtained, and will obtain, a valuable economic asset which has enabled, and will enable, it to develop an extensive reputation and to establish long-term business relationships with its Client Accounts, insurance or reinsurance carriers, managing general agents and/or vendors. If such Confidential Information and/or Trade Secrets were disclosed to another Person or used for the benefit of anyone other than the Company, the Company would suffer irreparable harm, loss and damage. Accordingly, Executive acknowledges and agrees that:

(A) The Confidential Information and/or Trade Secrets are, and at all times hereafter shall remain, the sole and exclusive property of the Company;

(B) Executive shall use Executive’s best efforts and the utmost diligence to guard and protect the Confidential Information and/or Trade Secrets from any unauthorized disclosure to any competitor, Client Account, insurance or reinsurance carrier, managing general agent, and/or vendor of the Company or any other person, firm, corporation, or other entity;

(C) Unless the Company gives Executive prior express permission, during Executive’s employment and following Separation, Executive shall not use for Executive’s own benefit, or use for or disclose to any competitor, Client Account, insurance or reinsurance carrier, managing general agent, and/or vendor of the Company or any other person, firm, corporation, or other entity, the Confidential Information and/or Trade Secrets as set forth herein including using or disclosing any Confidential Information and/or Trade Secrets to solicit or divert any Insurance Business in respect of any Client Account or prospective Client Account of the Company for the benefit or account of any Person other than the Company;

(D) Except in the ordinary course of the Company’s business, Executive shall not seek or accept any Confidential Information and/or Trade Secrets from any former, present, or future employee or agent of the Company;

(E) During Executive’s employment, Executive shall not improperly use or disclose any confidential information or trade secrets, if any, of any former employers or any other Person to whom Executive has an obligation of confidentiality, and will not bring onto the premises of the Company or its Affiliates any unpublished documents or any property belonging to any former employer or any other Person to whom Executive has an obligation of confidentiality unless consented to in writing by such former employer or Person. Executive will use in the performance of Executive’s duties

hereunder only information that is (1) generally known and used by persons with training and experience comparable to Executive's and that is common knowledge in the industry or is otherwise legally in the public domain, (2) is otherwise provided or developed by or on behalf of the Company or its Affiliates, or (3) in the case of materials, information or other property belonging to any former employer or other person to whom Executive has an obligation of confidentiality, approved for such use in writing by such former employer or person. Executive represents and warrants that Executive has provided to Company copies of any and all non-disclosure agreements, confidentiality agreements, and/or intellectual property assignment agreements that may bind Executive;

(F) Following any Separation, Executive shall not reverse engineer or derive independently any Trade Secret or Confidential Information of the Company or its Affiliates, nor shall Executive use in any way Executive's knowledge of any facts pertaining to the Company's Client Accounts, expiration dates, or the terms and conditions of the Company's or its Affiliates' business dealings with its Client Accounts; and

(G) Following Separation, Executive shall deliver to the Company, all (A) memoranda, notes, plans, records, reports, computer tapes, printouts and software, and other documents (and copies thereof) relating to the Confidential Information, Trade Secrets, or Creations (as defined in **Section 5**), or the business of the Company or its Affiliates that Executive may then have Executive's possession or control, and (B) other property of the Company or its Affiliates in Executive's possession or control, whether or not such property constitutes Confidential Information, Trade Secrets or Creations, including keys, security cards, passes, credit cards, marketing literature, and any electronic data stored on a computer. Executive shall not destroy or delete any material, including but not limited to any electronic data stored on a computer, before returning such material or property to the Company or its Affiliates.

(v) Executive understands that it is the Company's and its Affiliates' intention to maintain the confidentiality of their Confidential Information and Trade Secrets notwithstanding that employees or independent contractors of the Company or its Affiliates may have free access to the information for the purpose of performing their duties with the Company, and notwithstanding that employees or independent contractors who are not expressly bound by agreements similar to this agreement may have access to such information for job purposes. Executive acknowledges that it is not practical, and shall not be necessary, to mark such information as "confidential," nor to transfer it within the Company by confidential envelope or communication, in order to preserve the confidential nature of the information. To the contrary, Executive understands and agrees that all such information shall be deemed Confidential Information and/or Trade Secrets and Executive shall treat all such information as such.

(vi) Executive acknowledges that (A) M&A Information, as well as other Confidential Information, may be deemed to be material non-public information and (B) federal and state securities laws and regulations prohibit any person receiving material non-public information from or about an issuer (in this case the Company) from purchasing or selling securities of such issuer or from disclosing such information to any other person under circumstances in which it is reasonably foreseeable that such Person is likely to purchase or sell such securities.

(vii) Executive understands that the Company and its Affiliates will receive from time to time confidential or proprietary information from third parties ("Third Party Information") subject to a duty on the Company's and its Affiliates' part to maintain the confidentiality of such information and to use it only for certain limited purposes. During Executive's employment and after any Separation, and without in any way limiting the provisions of this **Section 44(a)**, Executive will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than the

personnel, consultants and professional advisors of the Company or its Affiliates who need to know such information in connection with their work for the Company or its Affiliates) or use, except in connection with Executive's work for the Company or its Affiliates, any Third Party Information unless expressly authorized in writing by the Board of Directors, the President, and/or the Chief Executive Officer of the Company.

(b) *Non-Solicitation Covenant*. During Executive's employment with the Company and for a period of two (2) years following the Separation Date (the "Restricted Period"), Executive shall not solicit, canvass, divert, accept, propose, quote, sell, service, or otherwise transact, directly or indirectly, in any capacity whatsoever, other than as an employee of the Company during Executive's employment with the Company, any Insurance Business from or in respect of any Client Account or Prospective Client Account of the Company. For purposes of this Agreement, Executive acknowledges that informing existing Client Accounts or Prospective Client Accounts that Executive is or may be leaving Company prior to Separation shall be deemed to constitute prohibited solicitation under this Agreement absent the Company's prior written consent.

(c) *Non-Interference Covenants*.

(i) During the Restricted Period, Executive agrees not to directly or indirectly interfere or endeavor to interfere with the business relationship between the Company and any Restricted Third Party (as defined below), including but not limited to interference with the continuance of the provision of any goods, products (including insurance or surety products) or services (including insurance, risk management, consulting or other services) by any Restricted Third Party to the Company, either directly or on behalf of any Client Account or prospective Client Account. The term "Restricted Third Party" means any person, entity or enterprise including any insurer, reinsurer, insurance program, risk pool or other risk-bearing entity or insurance or reinsurance market; or any retail insurance agent, general agent or wholesale insurance broker, (A) who, at any time within the twelve (12) month-period immediately preceding Separation, was a provider or supplier of goods, products (including insurance, bonds or surety products) or services (including insurance, risk management, consulting or other services) to the Company, either directly or on behalf of Client Accounts or prospective Client Accounts, excluding suppliers of utilities or goods or services supplied for administrative purposes but including any individual who provided services to the Company by was of a consultancy or other independent contractor arrangement, and (B) with whom Executive dealt to a material extent during that period.

(ii) During the Restricted Period, Executive agrees not to directly or indirectly (A) induce or attempt to induce any M&A Prospect to cease doing or not do a Transaction with the Company or any of its Affiliates, or in any way interfere with the relationship between any such M&A Prospect and the Company or any of its Affiliates, or (B) acquire or invest in (by asset acquisition, equity acquisition, equity subscription, recapitalization, merger, or other form of business combination), attempt to acquire, or arrange, participate in, or facilitate (including by providing any assistance, advice, financing, solicitation, brokerage, or similar services) any acquisition by another Person of, any M&A Prospect.

(d) *No Raiding Covenant*. During the Restricted Period, Executive agrees that Executive will not directly or indirectly accept for employment or engagement any employee or independent contractor of the Company or any of its Affiliates, and further agrees that Executive will not directly or indirectly solicit, or seek to induce any such person to terminate employment or engagement with the Company or its Affiliates for any reason, including to work for Executive or any competitor of the Company or its Affiliates.

(e) *Related Matters*.

(i) Executive acknowledges and agrees that: (A) the Company has recognized Executive's merit and has hired Executive to the executive leadership of the Company; (B) the Company has permitted and encouraged Executive's interaction and the development of relationships with persons and entities in the Insurance Business and third party stock analysts, Company shareholders and Company directors; (C) the Company has long-term relationships with its Client Accounts and Restricted Third Parties and that those relationships were in many instances developed at considerable expense and difficulty to the Company over several years of close and continuing involvement and that the Company is acquiring at considerable expense the benefits and goodwill associated with such relationships; (D) Executive has carefully considered, and agrees that the provisions of this **Section 4** are fair, reasonable, and not unduly restrictive on Executive, and do not preclude Executive from earning a livelihood or unreasonably impose limitations on Executive's ability to earn a living; (E) the potential harm to the Company and its Affiliates of the non-enforcement of any provision of this **Section 4** outweighs any potential harm to Executive of its enforcement by injunction or otherwise; and (F) Executive has had an opportunity to obtain legal advice before agreeing to these terms.

(ii) Executive agrees that the Company shall have the right to communicate the terms of this **Section 4** after the Separation Date to any prospective or current employer of Executive. Executive waives any right to assert any claim for damages against Company or any officer, employee or agent of the Company arising from such disclosure of the terms of this Agreement.

(iii) In the event of a breach or threatened breach of the provisions of this **Section 4**, the Company shall be entitled to injunctive relief as well as any other applicable remedies at law or in equity. Executive understands and agrees that without such protection, the Company's business would be irreparably harmed, and that the remedy of monetary damages alone would be inadequate.

(iv) Executive acknowledges that the purposes of this **Section 4** would be frustrated by measuring the period of restriction from the Separation Date where Executive failed to honor the Agreement during the Restricted Period, as applicable, until directed to do so by court order. Therefore, should Executive violate this Agreement and should legal proceedings have to be brought by the Company against Executive to enforce this Agreement, the period of restriction under this **Section 4** shall be deemed to be extended for a period equal to the period of violation by Executive.

(v) The provisions of this **Section 4** shall be independent of any other provision of this Agreement, and the existence of any claim or cause of action by Executive against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of this **Section 4** by the Company.

(vi) It is the intention of the Parties that the terms and provisions of this Agreement be enforceable to the maximum extent permitted by applicable law. In furtherance of the foregoing, the Parties further agree that if a court of competent jurisdiction declares any of the covenants set forth in this **Section 4** unenforceable, then such court shall be authorized to modify such covenants so as to render the remaining covenants and the modified covenants valid and enforceable to the maximum extent possible, and as so modified, to enforce this Agreement in accordance with its terms. In accordance with the foregoing, if any provision of this **Section 4** shall be held to be excessively broad, it shall be limited to the extent necessary to comply with applicable law. This Agreement does not relieve the Executive of other legal responsibilities and liabilities that Executive has to the Company under applicable state and federal statutes and common law. Instead, Executive acknowledges that this Agreement creates additional rights and responsibilities for protecting the Company's interests.

5. **Creations**. Executive irrevocably assigns to the Company, to the extent permitted by law, all rights, title and interest in and to all work performed, and all materials, creations, designs, technology, discoveries, inventions, ideas, information and other subject matter (whether or not patentable

or copyrightable), conceived, developed or created by Executive, alone or with others, during the period of Executive's employment with the Company, including, but not limited to, all copyrighted, trade secret, patent, trademark and other intellectual property rights ("Creations"), except that this shall not apply to a Creation that Executive developed entirely on Executive's own time without using the equipment, supplies, facilities, or trade secret information of Company or Affiliates unless such a Creation (a) relates to the Insurance Business, or any past, ongoing or planned research and development project of the Company; or (b) results from any work performed by the Executive for Company or Affiliates.

6. **Waivers, Modifications and Amendments**. No waiver or modification or amendment of this Agreement or of any covenant, condition, or limitation herein shall be valid unless in writing and duly executed by the Party to be charged therewith.

7. **Notices**. Notices shall be addressed as indicated below, or to such other addressee or to such other address as may be designated by either Party:

If to the Company: Brown & Brown, Inc.
220 S. Ridgewood Avenue
Daytona Beach, FL 32114
Attention: Robert W. Lloyd, General Counsel
Facsimile No.: (386) 239-7293
E-mail: rlloyd@bbins.com

If to Executive: To the most current residence address on file with the Company.

8. **Assignment and Enforcement**. Executive agrees that Company may freely assign this Agreement or any of its rights or privileges hereunder to any Person, including to any (a) Affiliate of the Company or (b) Person in connection with any sale or transfer of some or all of Company's assets or subsidiary corporations, Company's sale of a controlling interest in the Company's stock, or the merger or other business combination by Company with or into any business entity. Executive further agrees to be bound by the provisions of this Agreement for benefit of the Company or any Affiliate thereof to whose employ Executive may be transferred, without the necessity that this Agreement or another employment agreement be re-executed at the time of such transfer. No assignment, consent by Executive, or notice to Executive shall be required to render this Agreement enforceable by any assignee, transferee, or successor. The Company's assignees, transferees, or successors are expressly authorized to enforce the Company's rights and privileges hereunder, including the restrictive covenants set forth in **Section 4**. Executive's services hereunder are personal in nature, and Executive may not assign or delegate Executive's rights or obligations hereunder in whole or in part without the Company's prior written consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and permitted assigns. Other than as contemplated in this **Section 8,** no term or provision of this Agreement is intended to be, or shall be, for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder.

9. **Governing Law**. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to conflicts of laws principles.

10. **Jurisdiction and Venue**. This Agreement is entered into between Executive and Company in Volusia County, Florida, and becomes binding on the parties in Volusia County, Florida. Should Executive execute this Agreement at any location other than Volusia County, Florida, Executive hereby acknowledges that such was for the sole convenience of the Executive, and Executive hereby waives any claim that the situs of this Agreement is any place other than Volusia County, Florida. Any litigation or other proceeding ("Proceeding") arising out of, under or relating to this Agreement shall be brought, prosecuted and maintained in either (a) the courts of the State of Florida, County of Volusia, or (b) if it

has or can acquire jurisdiction, the United States District Court for the Middle District of Florida, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such Proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court and agrees not to bring any such Proceeding in any other court. The Parties agree that either or both of them may file a copy of this **Section 10** with any court as written evidence of the knowing, voluntary and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum. Each Party agrees that the chosen exclusive forums are reasonable and shall not be so inconvenient that such Party will, for all practical purposes, be deprived of such Party's day in court. Process in any Proceeding referred to in the first sentence of this **Section 10** may be served on any Party anywhere in the world.

11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION RELATED TO OR ARISING OUT OF, UNDER OR IN CONJUNCTION WITH THIS AGREEMENT, EXECUTIVE'S EMPLOYMENT WITH THE COMPANY, AND/OR THE SEPARATION OF EXECUTIVE FROM EMPLOYMENT WITH THE COMPANY. THE PARTIES UNDERSTAND AND AGREE THAT, BY SIGNING THIS AGREEMENT, ANY LAWSUIT RELATING TO EXECUTIVE'S EMPLOYMENT, OR ANY SEPARATION, WILL BE HEARD BY A JUDGE, RATHER THAN A JURY.**

12. **Miscellaneous**.

(a) *Waiver*. The waiver by Executive, on the one hand, or the Company, on the other hand, of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach by the other party.

(b) *Entire Agreement.* This Agreement, constitutes the entire agreement, and supersedes all prior agreements or other understandings, both written and oral, between the parties hereto, with respect to the subject matter hereof. Any prior agreement between the parties or their respective Affiliates with respect to the subject matter hereof shall be of no further force and effect, and to the extent of any such prior agreements, this Agreement shall be deemed a novation, good and sufficient consideration for which is acknowledged by both parties. Furthermore, in the event there is any conflict between this Agreement and the Final Offer Letter, the terms of this Agreement will supersede and control.

(c) *No Strict Construction; Descriptive Headings; Interpretation.* The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a section of this Agreement. The use of the word "including" in this Agreement shall be by way of example rather than by limitation. Any reference to the "discretion" of a party shall mean the sole judgment or discretion of such party.

(d) *Executive's Cooperation*. During Executive's employment with the Company or its Affiliates and following any Separation, Executive shall cooperate with the Company and its Affiliates in any disputes with third parties, internal investigation, or administrative, regulatory, or judicial proceeding as reasonably requested by the Company or its Affiliates (including Executive being available to the Company upon reasonable notice for interviews and factual investigations, appearing at the Company's request to give testimony without requiring service of a subpoena or other legal process, volunteering to the Company all pertinent information and turning over to the Company all relevant documents that are or may come into Executive's possession, all at times and on schedules that are

reasonably consistent with Executive's other activities and commitments). If the Company requires Executive's cooperation in accordance with this Section 12(d) after a Separation, the Company shall reimburse Executive for reasonable devotion of time and travel expenses (including lodging and meals, upon submission of receipts).

(e) *Business Days*. If any time period for giving notice or taking action hereunder expires on a Saturday, Sunday, or Legal Holiday as provided in Florida Statute §683.01, as amended from time to time, the time period shall be automatically extended to the next business day.

(f) *Tax Withholding; Indemnification and Reimbursement of Payments on Behalf of Executive*. The Company and its Affiliates shall be entitled to deduct or withhold from any amounts owing from the Company or any of its Affiliates to Executive (including withholding shares of other equity securities in the case of issuances of equity by the Company or any of its Affiliates) any federal, states, local, or foreign withholding taxes, excise taxes, or employment taxes ("Taxes") imposed with respect to Executive's compensation or other payments from the Company or any of its Affiliates, including wages, bonuses, distributions, the receipt or exercise of equity options, and/or the receipt or vesting of restricted equity. If any such deductions or withholdings are not made due to the failure or refusal of Executive to provide timely and accurate withholding information required by the Company, Executive shall indemnify, defend, and hold harmless the Company and its Affiliates for any amounts paid with respect to any such Taxes, together with any interest, penalties, and related expenses thereto. For avoidance of doubt, for purposes of this **Section 12(f)**, "Taxes" shall exclude the Company's or any Affiliate's portion of any payroll taxes.

(g) *Counterparts*. This Agreement may be executed in counterparts, all of which together shall comprise one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Executive Employment Agreement effective as of the date first written above.

EXECUTIVE

/S/ R. ANDREW WATTS

Print Name: R. Andrew Watts

BROWN & BROWN, INC.

By: /S/ J. POWELL BROWN

Name: J. Powell Brown

Title: President & CEO

EXHIBIT 10.3

BROWN & BROWN, INC.

TRANSITION EQUITY BONUS
PERFORMANCE-TRIGGERED STOCK GRANT AGREEMENT

This Transition Equity Bonus Performance-Triggered Stock Grant Agreement (the "Agreement"), effective as of February 17, 2014 (the "Effective Date"), is made by and between Brown & Brown, Inc., a Florida corporation (together with its subsidiaries, the "Company"), and R. Andrew Watts, hereinafter referred to as the "Grantee" or "you."

WHEREAS, as a result of his employment with the Company, the Grantee may suffer a financial hardship in surrendering or forfeiting certain equity compensation amounts negotiated with his prior employer Thomson Reuters Corporation; and

WHEREAS, in order to mitigate such financial hardship, and in accordance with the Executive Employment Agreement effective as of February 17, 2014, between the Company and the Grantee, the Company wishes to grant to the Grantee shares of the Company's common stock with an aggregate value of $475,000 (based on the value of the Company's common stock on February 14, 2014, which was the last business day preceding the Effective Date) as a transition equity bonus in the form of a stock grant under the Company's 2010 Stock Incentive Plan (the "Plan"), and subject to certain conditions established by the Compensation Committee of the Company's Board of Directors (the "Committee"), including a provision for forfeiture of all or a portion of the transition equity bonus in the event that all or part of the Thomson Reuters Corporation stock amount underlying the transition equity bonus (the "Thomson Reuters Stock Amount") becomes vested.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
GRANT OF STOCK

Section 1.1 – Grant of Stock

In consideration of service to the Company and for good and valuable consideration, and as a transition equity bonus intended to mitigate the financial hardship that the Grantee may suffer in surrendering or forfeiting the Thomson Reuters Stock Amount as a result of his employment with the Company, the Company grants to the Grantee 16,047 shares of the Company's common stock (the "Shares") in accordance with, and subject to, the terms and conditions of the Plan, and subject to the conditions described below. The Grantee's rights with respect to the Shares shall be governed by the terms of the Plan, this Agreement, and the Executive Employment Agreement effective as of February 17, 2014, between the Company and the Grantee.

Section 1.2 – Adjustments in Number of Shares

In the event that the shares of the Company's common stock are changed into or exchanged for a different number or kind of shares of the Company or other securities of the Company by reason of merger, consolidation, recapitalization, reclassification, stock split, stock dividend or combination of shares, the number and kind of Shares shall be equitably adjusted to reflect such changes. Any such adjustment made by the Company's Board of Directors or the Committee shall be final and binding upon the Grantee, the Company, their respective heirs, administrators, personal representatives, successors, assigns, and all other interested persons.

ARTICLE II
VESTING OF SHARES

Section 2.1 – General

(a) General. The vesting of the Grantee's rights and interest in the Shares, and the effect of termination of the Grantee's employment or service with the Company or action by Thomson Reuters Corporation to vest all or part of the Thomson Reuters Stock Amount prior to the date on which the Shares become fully vested and nonforfeitable or are forfeited, shall be determined in accordance with this Section 2.1.

(b) Employment Condition. Subject to Section 2.1(c) of this Agreement, the Grantee's interest in the Shares will become fully vested and nonforfeitable on February 17, 2017, provided that the Grantee has been continuously employed by the Company since the Effective Date. If the Grantee's employment terminates for any reason before February 17, 2017, the Grantee's interest in the Shares will be forfeited unless (i) the Grantee's employment with the Company terminates as a result of Grantee's death or disability, as defined in the Plan, or (ii) the Committee, in its sole and absolute discretion, waives the employment condition for the vesting of the Shares.

In the event that the Grantee's employment with the Company terminates as a result of Grantee's death or disability before the Grantee's interest in the Shares becomes fully vested and nonforfeitable or is forfeited, the Shares will vest on the anniversary of the Effective Date following Grantee's death or disability in such proportion as the number of years since February 17, 2017 bears to the number "3."

(c) Transition Bonus Forfeiture Condition. If the Grantee's interest in all or any portion of the Thomson Reuters Stock Amount becomes vested before the date on which the Shares or any portion of the Shares become vested and nonforfeitable in accordance with Section 2.1(b) of this Agreement, then the number of Shares that are commensurate in value with the portion of the Thomson Reuters Stock Amount that becomes vested will be forfeited. The number of Shares that will be forfeited as a result of application of this Section 2.1(c) will be the

number of whole Shares which, when multiplied by the fair market value of a share of the Company's common stock on February 14, 2014, is equal to the value of the Thomson Reuters Stock Amount (based on the value of a share of Thomson Reuters Corporation's common stock on February 14, 2014) that becomes vested. The Grantee agrees to notify the Company of any vesting of all or any part of the Thomson Reuters Stock Amount within ten (10) days following such vesting event.

(d) Issuance of Stock Certificates. A certificate representing the vested Shares will be transferred to the Grantee as soon as practicable after satisfaction of all conditions set forth in Section 2.1(b) of this Agreement, subject to the provisions of Section 2.1(c) ("Transition Bonus Forfeiture Condition") and Section 3.3 ("Withholding").

(e) Dividend Rights. If a cash dividend is declared on shares of the Company's common stock after the Effective Date, but before the Grantee's interest in the Shares becomes fully vested and nonforfeitable or is forfeited, the Company will pay the cash dividend directly to the Grantee with respect to the Shares. If a stock dividend is declared after the Effective Date, but before the Grantee's interest in the Shares becomes fully vested and nonforfeitable or is forfeited, the stock dividend will be treated as part of the grant of that portion of the related Shares, and the Grantee's interest in such stock dividend will become nonforfeitable or be forfeited at the same time as the Shares with respect to which the stock dividend was paid becomes nonforfeitable or is forfeited for any reason, including but not limited to the application of Section 2.1(c) of this Agreement ("Transition Bonus Forfeiture Condition"). The disposition of each other form of dividend that may be declared after the Effective Date, but before the Grantee's interest in the Shares becomes fully vested and nonforfeitable or is forfeited will be made in accordance with such rules as the Committee may adopt with respect to such dividend.

(f) Voting Rights. The Grantee will be allowed to exercise voting rights with respect to the Shares even though the Grantee's interest in such Shares has not yet become fully vested and nonforfeitable.

ARTICLE III
MISCELLANEOUS

Section 3.1 – Administration

The Committee shall have the power to interpret this Agreement and to adopt such rules for the administration, interpretation and application of the Agreement as are consistent with the Plan and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon the Grantee, the Company and all other interested persons. No member of the Committee shall be personally liable for any action, determination or interpretation made in good faith with respect to this Agreement or any similar agreement to which the Company is a party.

Section 3.2 – Grants Not Transferable

Neither the Shares nor any interest or right therein or part thereof shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means, whether such disposition is voluntary or involuntary or by operation of law, by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy) and any attempted disposition thereof shall be null and void and of no effect; provided, however, that this Section 3.2 shall not prevent transfers by will or by the applicable laws of descent and distribution.

Section 3.3 – Withholding

The Grantee shall pay all applicable federal and state income and employment taxes which the Company is required to withhold at any time with respect to the Shares. Such payment shall be made in full by the deduction from the number of vested Shares otherwise deliverable by Company upon vesting and nonforfeitability of any portion of the Shares the smallest number of whole shares which, when multiplied by the fair market value of a share of the Company's common stock on the vesting date, is sufficient to satisfy the amount of such tax withholding requirement. Grantee's entry into this Agreement shall confirm Grantee's instruction and authorization to the Company to satisfy withholding obligations with respect to the Shares in this manner.

Section 3.4 – Notices

Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of its Secretary and any notice to be given to the Grantee shall be addressed to the address on file for the Grantee with the Company's Employee Compensation (Payroll) Department. By a notice given pursuant to this Section 3.4, either party may hereafter designate a different address for notices to be given to such party. Any notice required to be given to the Grantee shall, if the Grantee is then deceased, be given to the Grantee's personal representative if such representative has previously informed the Company of such representative's status and address by written notice under this Section. Any notice shall have been deemed duly given when enclosed in a properly sealed envelope addressed as aforesaid, deposited (with postage prepaid) in a United States postal receptacle.

Section 3.5 – Titles

Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

Section 3.6 – Disposition

Upon receipt of any of the Shares as a result of the satisfaction of all conditions to the Grant, the Grantee shall, if requested by the Company in order to assure compliance with applicable law, hold such Shares for investment and not with the view toward resale or distribution to the public and, if so requested by the Company, shall deliver to the Company a written statement signed by the Grantee and satisfactory to the Company to that effect. The

Grantee shall give prompt notice to the Company of any disposition or other transfer of any Shares acquired under this Agreement. Such notice shall specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by the Grantee in such disposition or other transfer.

Section 3.7 – Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

Section 3.8 – Severability

If any provision, or any part thereof, of this Agreement should be held by any court to be illegal, invalid or unenforceable, either in whole or in part, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions, or any part thereof, all of which shall remain in full and effect.

Section 3.9 – Entire Agreement; Amendments

This Agreement (including any documents or instruments referred to herein) constitutes the entire agreement regarding the Shares among the parties and supersedes all prior agreements, and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement may not be amended except by a written instrument signed on behalf of all of the parties hereto.

Section 3.10 – Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida, without regard to choice of law principles.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties as of the date first written above.

BROWN & BROWN, INC.

By: /s/ J. Powell Brown
J. Powell Brown
President and Chief Executive Officer

GRANTEE

/s/ R. Andrew Watts
R. Andrew Watts

EXHIBIT 10.4

EXECUTION COPY

CREDIT AGREEMENT

dated as of

April 16, 2014

among

BROWN & BROWN, INC.

The Subsidiary Borrowers Party Hereto

The Lenders Party Hereto

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

BANK OF AMERICA, N.A., ROYAL BANK OF CANADA and SUNTRUST BANK
as Co-Syndication Agents

and

U.S. BANK NATIONAL ASSOCIATION, BMO HARRIS BANK N.A., FIFTH THIRD BANK,
WELLS FARGO BANK, NATIONAL ASSOCIATION, PNC BANK, NATIONAL ASSOCIATION and
UNION BANK, N.A.
as Co-Documentation Agents

J.P. MORGAN SECURITIES LLC,
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
RBC CAPITAL MARKETS[1] and SUNTRUST ROBINSON HUMPHREY, INC.
as Joint Bookrunners

J.P. MORGAN SECURITIES LLC,
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
RBC CAPITAL MARKETS, SUNTRUST ROBINSON HUMPHREY, INC. and
U.S. BANK NATIONAL ASSOCIATION
as Joint Lead Arrangers

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[1] RBC Capital Markets is a brand name for the capital markets businesses of Royal Bank of Canada and its affiliates.

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CREDIT AGREEMENT (this "Agreement") dated as of April 16, 2014 among BROWN & BROWN, INC., the SUBSIDIARY BORROWERS from time to time party hereto, the LENDERS from time to time party hereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent, BANK OF AMERICA, N.A., ROYAL BANK OF CANADA and SUNTRUST BANK, as Co-Syndication Agents, and U.S. BANK NATIONAL ASSOCIATION, BMO HARRIS BANK N.A., FIFTH THIRD BANK, WELLS FARGO BANK, NATIONAL ASSOCIATION, PNC BANK, NATIONAL ASSOCIATION and UNION BANK, N.A., as Co-Documentation Agents.

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:

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

"Acquisition" means any transaction, or series of related transactions, by which the Company or any Subsidiary directly or indirectly (i) acquires any ongoing business or all or substantially all of the assets or any Person or any division or operating unit thereof (whether by purchase, merger, consolidation or otherwise), (ii) acquires (in one transaction or as the most recent transaction in a series of transactions) Control of at least a majority in ordinary voting power of the securities of a Person which have ordinary voting power for the election of the directors or (iii) otherwise acquires Control or more than 50% ownership interest in any Person.

"Adjusted LIBO Rate" means, with respect to any Eurocurrency Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

"Administrative Agent" means JPMorgan Chase Bank, N.A. (including its branches and affiliates), in its capacity as administrative agent for the Lenders hereunder.

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

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

"Agent Party" has the meaning assigned to such term in Section 9.01(d).

"Agreed Currencies" means (i) Dollars, (ii) euro, (iii) Pounds Sterling, (iv) Canadian Dollars and (v) any other currency (x) that is a lawful currency (other than Dollars) that is readily available and freely transferable and convertible into Dollars, (y) for which a LIBOR Screen Rate is available in the Administrative Agent's reasonable determination and (z) that is agreed to by the Administrative Agent and each of the Revolving Lenders.

"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 ½ of 1% and (c) the Adjusted LIBO Rate for a one month Interest Period in Dollars on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%, provided that, for the avoidance of doubt, the Adjusted LIBO Rate for any day shall be based on the rate appearing on Reuters Screen LIBOR01 Page (or on any successor or substitute page of such page) at approximately 11:00 a.m. London time on such day. 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.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Company or its Subsidiaries from time to time concerning or relating to bribery or corruption.

"Applicable Percentage" means, with respect to any Lender, (a) with respect to Revolving Loans, LC Exposure or Swingline Loans, the percentage equal to a fraction the numerator of which is such Lender's Revolving Commitment and the denominator of which is the aggregate Revolving Commitments of all Revolving Lenders (if the Revolving Commitments have terminated or expired, the Applicable Percentages shall be determined based upon the Revolving Commitments most recently in effect, giving effect to any assignments); provided that in the case of Section 2.22 when a Defaulting Lender shall exist, any such Defaulting Lender's Revolving Commitment shall be disregarded in the calculation and (b) with respect to the Term Loans, (i) at any time prior to advancing the Term Loans, a percentage equal to a fraction the numerator of which is such Lender's Term Loan Commitment and the denominator of which is the aggregate Term Loan Commitments of all Term Lenders and (ii) at any time after advancing the Term Loans, a percentage equal to a fraction the numerator of which is such Lender's outstanding principal amount of the Term Loans and the denominator of which is the aggregate outstanding principal amount of the Term Loans of all Term Lenders; provided that in the case of Section 2.22 when a Defaulting Lender shall exist, any such Defaulting Lender's Term Loan Commitment shall be disregarded in the calculation.

"Applicable Rate" means, for any day, with respect to any Eurocurrency Revolving Loan, any Eurocurrency Term Loan, any ABR Revolving Loan, any ABR Term Loan or with respect to the facility fees payable hereunder, as the case may be, the applicable rate per annum set forth below under the caption "Eurocurrency Spread for Revolving Loans", "Eurocurrency Spread for Term Loans", "ABR Spread for Revolving Loans", "ABR Spread for Term Loans" or "Facility Fee Rate", as the case may be, based upon the Pricing Level applicable on such date:

Pricing Level	Eurocurrency Spread for Revolving Loans	Eurocurrency Spread for Term Loans	ABR Spread for Revolving Loans	ABR Spread for Term Loans	Facility Fee Rate
Level I:	0.85%	1.00%	0%	0%	0.15%
Level II:	1.075%	1.25%	0.075%	0.25%	0.175%
Level III:	1.175%	1.375%	0.175%	0.375%	0.20%
Level IV:	1.50%	1.75%	0.50%	0.75%	0.25%

For purposes of, and notwithstanding, the foregoing:

(i) (a) Pricing Level I, Leverage Level 1 and Ratings Level A are equivalent and correspond to each other, and Pricing Level I shall be the lowest Pricing Level for purposes of this definition, (b) Pricing Level II, Leverage Level 2 and Ratings Level B are equivalent and correspond to each other, (c) Pricing Level III, Leverage Level 3 and Ratings Level C are equivalent and correspond to each other, and (d) Pricing Level IV, Leverage Level 4 and Ratings Level D are equivalent and correspond to each other, and Pricing Level IV shall be the highest Pricing Level for purposes of this definition;

(ii) at any time of determination, the Pricing Level shall be determined by reference to the Leverage Level or the Ratings Level then in effect which would result in the lower corresponding Pricing Level;

(iii) if at any time the Company fails to deliver the Financials on or before the date the Financials are due pursuant to Section 5.01, Pricing Level IV shall be deemed applicable for the period commencing three (3) Business Days after the required date of delivery and ending on the date which is three (3) Business Days after the Financials are actually delivered, after which the Pricing Level shall be determined in accordance with the table above as applicable;

(iv) notwithstanding the foregoing, Pricing Level III shall be deemed to be applicable until the Administrative Agent's receipt of the applicable Financials for the Company's first full fiscal quarter ending after the Effective Date and adjustments to the Pricing Level then in effect shall thereafter be effected in accordance with this definition;

(v) at any time of determination, the "Leverage Level" shall be based upon the Net Leverage Ratio applicable at such time:

Leverage Level	Net Leverage Ratio
Level 1	£ 1.00 to 1.00
Level 2	> 1.00 to 1.00 but £ 1.50 to 1.00
Level 3	> 1.50 to 1.00 but £ 2.25 to 1.00
Level 4	> 2.25 to 1.00

Except as otherwise provided in the paragraph above, adjustments, if any, to the "Leverage Level" then in effect shall be effective three (3) business days after the Administrative Agent has received the applicable Financials (it being understood and agreed that each change in Leverage Level shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change); and

(vi) at any time of determination, the "Ratings Level" shall be based upon the long-term debt ratings by Moody's and S&P, respectively, applicable at such time to the Index Debt:

Ratings Level	Index Debt Ratings (Moody's/S&P)
Level A	³ Baa1 / ³ BBB+
Level B	Baa2 / BBB
Level C	Baa3 / BBB-
Level D	< Baa3 / < BBB-

For purposes of the foregoing, (i) if neither Moody's nor S&P shall have in effect a rating for the Index Debt (other than by reason of the circumstances referred to in the last sentence of this definition), then a Ratings Level in Level D shall be in effect; (ii) if only one of Moody's or S&P provides a rating for the Index Debt, the Ratings Level corresponding to such rating shall be in effect; (iii) if the ratings established or deemed to have been established by Moody's and S&P for the Index Debt shall fall within different Ratings Levels, the Ratings Level then in effect shall be based on the better of the two ratings (i.e., the rating which corresponds to the Ratings Level that corresponds to the lowest Pricing Level) unless one of the two ratings is two or more Ratings Levels lower than the other, in which case the Ratings Level then in effect shall be determined by reference to the Ratings Level next below that of the better of the two ratings; and (iv) if the ratings established or deemed to have been established by Moody's and S&P for the Index Debt shall be changed (other than as a result of a change in the rating system of Moody's or S&P), such change shall be effective as of the date on which it is first announced by the applicable rating agency, irrespective of when notice of such change shall have been furnished by the Company to the Administrative Agent and the Lenders pursuant to Section 5.01 or otherwise. Each change in the Ratings Level shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of Moody's or S&P shall change, or if both rating agencies shall cease to be in the business of rating corporate debt obligations, the Company and the Lenders shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of ratings from such rating agency and, pending the effectiveness of any such amendment, the Ratings Level shall be determined by reference to the rating most recently in effect prior to such change or cessation.

"Approved Fund" has the meaning assigned to such term in Section 9.04(b).

"Assignment and Assumption" means an assignment and assumption agreement entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent and, to the extent the consent of the Company is required pursuant to Section 9.04 hereof, the Company.

"Augmenting Lender" has the meaning assigned to such term in Section 2.20.

"Availability Period" means the period from and including the Effective Date to but excluding the earlier of the Revolving Credit Maturity Date and the date of termination of the Revolving Commitments.

"Bankruptcy Event" means, with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in,

any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, 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.

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

"Borrower" means the Company or any Subsidiary Borrower.

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

"Borrowing Request" means a request by any Borrower for a Borrowing in accordance with Section 2.03 in the form attached hereto as Exhibit H-1.

"Borrowing Subsidiary Agreement" means a Borrowing Subsidiary Agreement substantially in the form of Exhibit F-1.

"Borrowing Subsidiary Termination" means a Borrowing Subsidiary Termination substantially in the form of Exhibit F-2.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that, when used in connection with a Eurocurrency Loan, the term "Business Day" shall also exclude any day on which banks are not open for dealings in the relevant Agreed Currency in the London interbank market or the principal financial center of such Agreed Currency (and, if the Borrowings or LC Disbursements which are the subject of a borrowing, drawing, payment, reimbursement or rate selection are denominated in euro, the term "Business Day" shall also exclude any day on which the TARGET2 payment system is not open for the settlement of payments in euro).

"Canadian Dollars" means the lawful currency of Canada.

"Capital Lease Obligations" of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital lease obligations on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP; provided that any obligations under leases (or other arrangement conveying the right to use) that would, as of the date hereof, be treated as operating leases but are later treated as capital leases under GAAP as a result of a change thereto (including as a result of Financial Accounting Standards Board Accounting Standards Codification 840) shall not be considered to be Capital Lease Obligations hereunder.

"Cash Equivalents" 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 to the extent such obligations are backed by the full faith and credit of the United States of America), in each case maturing within one year from the date of acquisition thereof;

(b) investments in commercial paper maturing within 270 days from the date of acquisition thereof and having, at such date of acquisition, the highest credit rating obtainable from S&P or from Moody's;

(c) investments in certificates of deposit, banker's acceptances and time deposits maturing within 180 days from the date of acquisition thereof 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 thirty (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) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least $5,000,000,000; and

(f) other investments permitted under the Company's investment policy, to the extent such policy has been approved by the Administrative Agent (such approval not to be unreasonably withheld or delayed).

"CDOR Rate" means, for any Loans denominated in Canadian Dollars, the CDOR Screen Rate or, if applicable pursuant to the terms of Section 2.14(a), the applicable Reference Bank Rate.

"CDOR Screen Rate" means, with respect to any Interest Period, the average rate for bankers acceptances as administered by the Investment Industry Regulatory Organization of Canada (or any other Person that takes over the administration of that rate) with a tenor equal to the relevant period displayed on CDOR01 page of the Reuters Monitor Service (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen or service that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion) at or about 10:15 a.m. (Toronto, Ontario time) on the Quotation Day for such Interest Period.

"Change in Control" means (a) the acquisition of ownership, directly or indirectly, beneficially, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the SEC thereunder as in effect on the date hereof), of Equity Interests representing more than 50% of the issued and outstanding Equity Interests of the Company entitled to vote for members of the board of directors or equivalent governing body of the Company on a fully diluted basis; (b) occupation of a majority of the seats (other than vacant seats) on the board of directors of the Company by Persons who were not (i) members of the board of directors of the Company on the Closing Date, (ii) nominated by the board of directors of the Company or (iii) appointed by directors so nominated or (c) the Company ceases to own, directly or indirectly, and Control 100% (other than directors' qualifying shares) of the ordinary voting and economic power of any Subsidiary Borrower.

"Change in Law" means the occurrence, after the date of this Agreement (or with respect to any Lender, if later, the date on which such Lender becomes a Lender), of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority, or (c) the making or issuance of any request, rules, guideline, requirement or directive (whether or not having the force of law) by any Governmental Authority; provided however, that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder, issued in connection therewith or in implementation thereof, and (ii) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law" regardless of the date enacted, adopted, issued or implemented.

"Class", (i) when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans, Term Loans or Swingline Loans and (ii) when used in reference to any Lender, refers to whether such Lender is a Revolving Lender or a Term Lender.

"Closing Date" means April 16, 2014.

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

"Co-Documentation Agent" means each of U.S. Bank National Association, BMO Harris Bank N.A., Fifth Third Bank, Wells Fargo Bank, National Association, PNC Bank, National Association and Union Bank, N.A. in its capacity as co-documentation agent for the credit facilities evidenced by this Agreement.

"COF Rate" has the meaning assigned to such term in Section 2.14(a).

"Commitment" means, with respect to each Lender, the sum of such Lender's Revolving Commitment and Term Loan Commitment. The initial amount of each Lender's Commitment is set forth on Schedule 2.01, or in the Assignment and Assumption or other documentation contemplated hereby pursuant to which such Lender shall have assumed its Commitment, as applicable.

"Communications" has the meaning assigned to such term in Section 9.01(d).

"Company" means Brown & Brown, Inc., a Florida corporation.

"Computation Date" is defined in Section 2.04.

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated EBITDA" means Consolidated Net Income *plus*, without duplication and to the extent deducted from revenues in determining Consolidated Net Income, (i) consolidated interest expense and, to the extent not reflected in consolidated interest expense, amortization of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with Indebtedness or other financing activities and any losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, (ii) taxes based on income or profits or capital, including federal, foreign, state, franchise, excise and similar taxes and foreign withholding

taxes and foreign unreimbursed value added taxes of such Person payable or accrued (including in respect of repatriated funds and any penalties and interest related to such taxes or arising from any tax examinations), (iii) depreciation, (iv) amortization, (v) non-cash expenses, losses or charges, (vi) extraordinary, unusual or non-recurring cash expenses, losses or charges incurred, (vii) in connection with any Acquisition, disposition or restructuring (and any prospective Acquisition, disposition or restructuring which is not consummated), all cash restructuring costs, cash acquisition integration costs and fees, including cash severance payments, and cash fees and expenses paid in connection with such Acquisition or restructuring, all to the extent incurred within twelve (12) months of the completion of such Acquisition or restructuring and in an aggregate amount not to exceed twenty percent (20%) of Consolidated EBITDA during any period of four consecutive fiscal quarters, (viii) proceeds of business interruption insurance received during such period (to the extent not reflected as revenue or income in such period), (ix) any expenses, fees, charges or losses related to the incurrence, issuance or repayment of Indebtedness (including, without limitation the Obligations and fees, costs and expenses in connection with the Transactions) and any amendment, waiver, consent, restatement, refinancing, repurchase, retirement, defeasance or other modification thereto), (x) expenses, charges and losses to the extent covered by indemnification or refunding provisions in any Acquisition document or any insurance to the extent reimbursed (or reasonably expected to be reimbursed), in each case to the extent that such indemnity, refunding or insurance coverage has not been denied and so long as such amounts are actually reimbursed to the Company or a Subsidiary in cash within two (2) fiscal quarters after the related amount is first added to Consolidated EBITDA pursuant to this clause (x) (and if not so reimbursed within two (2) fiscal quarters, such amount shall be deducted from Consolidated EBITDA during the next applicable period) and(xi) realized foreign exchange losses resulting from the impact of foreign currency changes on the valuation of assets or liabilities on the balance sheet of the Company and its Subsidiaries, *minus*, to the extent included in Consolidated Net Income, (1) interest income including any gains on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk not otherwise netted from consolidated interest expense, (2) income tax credits and refunds (to the extent not netted from tax expense), (3) any cash payments made during such period in respect of items described in clause (v) above subsequent to the fiscal quarter in which the relevant non-cash expenses, losses or charges were incurred, (4) extraordinary, unusual or non-recurring income or gains realized other than in the ordinary course of business and (5) realized foreign exchange income or gains resulting from the impact of foreign currency changes on the valuation of assets or liabilities on the balance sheet of the Company and its Subsidiaries, all calculated for the Company and its Subsidiaries in accordance with GAAP on a consolidated basis. For the purposes of calculating Consolidated EBITDA for any period of four consecutive fiscal quarters (each such period, a "Reference Period"), (i) if at any time during such Reference Period the Company or any Subsidiary shall have made any disposition, the Consolidated EBITDA for such Reference Period shall be reduced by an amount equal to the Consolidated EBITDA (if positive) attributable to the property that is the subject of such disposition for such Reference Period or increased by an amount equal to the Consolidated EBITDA (if negative) attributable thereto for such Reference Period, and (ii) if during such Reference Period the Company or any Subsidiary shall have made an Acquisition, Consolidated EBITDA for such Reference Period shall be calculated after giving effect thereto on a pro forma basis (for the avoidance of doubt, in accordance with Section 1.04(b)) as if such Acquisition occurred on the first day of such Reference Period. In addition and without duplication of the foregoing, Consolidated EBITDA for any Reference Period in which an Acquisition or other applicable transaction has occurred or is otherwise implicated (as described below) shall be calculated by including (x) cost savings, operating expense reductions and synergies to the extent permitted to be reflected in pro forma financial information under Rule 11-02 of Regulation S-X under the Securities Act for such period and (y) other cost savings, operating expense reductions and synergies projected by the Company in good faith to be realized as a result of specified actions taken, committed to be taken or expected to be taken (calculated on a pro forma basis as though such cost savings, operating expense reductions and synergies had been realized on the first day of such period and if such cost savings, operating expense reductions and synergies were realized during the entirety of such period), in each case

relating to the applicable Acquisition, disposition or other transaction, net of the amount of actual benefits realized during such period from such actions (such cost savings and synergies described in this clause (y), "Specified Transaction Adjustments"); provided that (A) such Specified Transaction Adjustments are reasonably identifiable, quantifiable and factually supportable in the good faith judgment of the Company and are set forth in reasonable detail in a certificate of a responsible officer of the Company delivered to the Administrative Agent, (B) such actions are taken, committed to be taken or expected to be taken no later than twelve (12) months after the date of such Acquisition disposition or other transaction, (C) no amounts shall be added pursuant to this clause (y) to the extent duplicative of any amounts that are otherwise added back in calculating Consolidated EBITDA, whether through a pro forma adjustment or otherwise, with respect to any period and (D) the aggregate amount of any Specified Transaction Adjustments for any such period shall not exceed 15% of Consolidated EBITDA for the applicable period prior to giving effect to this clause (y).

"Consolidated Interest Expense" means, with reference to any period, the interest expense (including without limitation interest expense under Capital Lease Obligations that is treated as interest in accordance with GAAP) of the Company and its Subsidiaries paid in cash and calculated on a consolidated basis for such period with respect to all outstanding Indebtedness of the Company and its Subsidiaries allocable to such period in accordance with GAAP (including, without limitation, all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers acceptance financing); provided that (i) Consolidated Interest Expense shall not include any debt discount, premium payments (including original issue discount or upfront fees), underwriting, arrangement, agency or other similar financing fees including without limitation, amount payable under Section 2.12(c), and (ii) Consolidated Interest Expense shall be calculated after giving effect to any applicable hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk. In the event that the Company or any Subsidiary shall have completed an Acquisition or a disposition since the beginning of the relevant period, Consolidated Interest Expense shall be determined for such period on a pro forma basis (for the avoidance of doubt, in accordance with Section 1.04(b)) as if such Acquisition or disposition, and any related incurrence or repayment of Indebtedness, had occurred at the beginning of such period.

"Consolidated Net Income" means, with reference to any period, the net income (or loss) of the Company and its Subsidiaries calculated in accordance with GAAP on a consolidated basis (without duplication) for such period; provided that there shall be excluded: (i) any income (or loss) of any Person other than the Company or a Subsidiary (except in accordance with Section 1.04 hereof), but any such income so excluded may be included in such period or any later period to the extent of any cash dividends or distributions actually paid in the relevant period to the Company or any Subsidiary of the Company, (ii) the cumulative effect of a change in accounting principles during such period, to the extent included in such net income (loss), (iii) any earnouts, purchase price adjustments or similar obligations in connection with any acquisition, investment, asset disposition or sale of any Subsidiary of the Company (unless such obligations remain unpaid after the date which is sixty (60) days prior to the date such obligations become due and payable), (iv) the after-tax effect of any income (or loss) for such period attributable to the early extinguishment of Indebtedness (or any cancellation of Indebtedness) and (v) income (loss) attributable to deferred compensation plans or trusts.

"Consolidated Net Indebtedness" means, at any time, the sum of (a) Consolidated Total Indebtedness at such time, *minus* (b) the Applicable Cash Percentage of unrestricted and unencumbered cash and Cash Equivalents maintained by the Company and its Subsidiaries in North America in an aggregate amount that is in excess of $50,000,000 at such time. As used herein, "Applicable Cash Percentage" means (i) 100%, in the case of cash and Cash Equivalents maintained in the United States of America and (ii) 100% *less* the applicable combined federal and state marginal income tax rate (taking into account the federal deduction for state income taxes and available tax credits) that would be imposed

on the Company or applicable Subsidiary in the case of, and with respect to, the repatriation of such cash and Cash Equivalents to the United States of America, in the case of cash and Cash Equivalents maintained in Canada or Mexico.

"Consolidated Total Indebtedness" means, at any time, the sum, without duplication, of (a) the aggregate Indebtedness (of the type described in clauses (a), (b), (d) (subject to the last sentence of the definition thereof) and (g) of the definition thereof) of the Company and its Subsidiaries calculated on a consolidated basis as of such time in accordance with GAAP, (b) the aggregate amount drawn but unreimbursed and unsecured under letters of credit and bankers acceptances for which the Company or its Subsidiaries are responsible and (c) Indebtedness of the type referred to in clauses (a) or (b) hereof of another Person guaranteed by the Company or any of its Subsidiaries; provided that, for the avoidance of doubt, Consolidated Total Indebtedness shall not include obligations under hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. The terms "Controlling" and "Controlled" have meanings correlative thereto.

"Co-Syndication Agents" means each of Bank of America, N.A., Royal Bank of Canada and SunTrust Bank in its capacity as a co-syndication agent for the credit facilities evidenced by this Agreement.

"Credit Event" means a Borrowing, the issuance, amendment, increase or extension of a Letter of Credit or any of the foregoing.

"Credit Exposure" means, as to any Lender at any time, the sum of (a) such Lender's Revolving Credit Exposure at such time, plus (b) an amount equal to the aggregate principal amount of its Term Loans outstanding at such time.

"Credit Party" means the Administrative Agent, the Issuing Bank, the Swingline Lender or any other Lender.

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

"Defaulting Lender" means any Lender that (a) has failed, within two (2) Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or Swingline Loans or (iii) pay over to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Company or any Credit Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three (3) Business Days after request by a Credit Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations to fund prospective Loans and participations in then outstanding Letters of Credit and Swingline Loans under this Agreement,

provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Credit Party's receipt of such certification in form and substance satisfactory to it and the Administrative Agent, or (d) has become the subject of a Bankruptcy Event.

"Dollar Amount" of any currency at any date shall mean (i) the amount of such currency if such currency is Dollars or (ii) the equivalent amount thereof in Dollars if such currency is a Foreign Currency, calculated on the basis of the Exchange Rate for such currency, on or as of the most recent Computation Date provided for in Section 2.04.

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

"Domestic Subsidiary" means a Subsidiary organized under the laws of a jurisdiction located in the United States of America.

"Effective Date" means the date on which the conditions specified in Section 4.02 are satisfied (or waived in accordance with Section 9.02).

"Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

"Electronic System" means any electronic system, including e-mail, e-fax, Intralinks®, ClearPar® and any other Internet or extranet-based site, whether such electronic system is owned, operated or hosted by the Administrative Agent and the Issuing Bank and any of its respective Related Parties or any other Person, providing for access to data protected by passcodes or other security system.

"Eligible Subsidiary" means any Subsidiary that is approved (such approval not to be unreasonably withheld or delayed) from time to time by the Administrative Agent and each of the Lenders.

"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 Company or any Subsidiary directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any of the foregoing.

"Equivalent Amount" of any currency with respect to any amount of Dollars at any date shall mean the equivalent in such currency of such amount of Dollars, calculated on the basis of the Exchange Rate for such other currency at 11:00 a.m., London time, on the date on or as of which such amount is to be determined.

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

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

"ERISA Event" means (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) the failure to satisfy the "minimum funding standard" (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by the Company or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by the Company or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by the Company or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal (as those terms are defined in Part I of Subtitle E of Title IV of ERISA) of the Company or any of its ERISA Affiliates from any Plan or Multiemployer Plan; or (g) the receipt by the Company or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Company or any ERISA Affiliate of any notice, concerning the imposition upon the Company or any of its ERISA Affiliates of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

"euro" and/or "EUR" means the single currency of the Participating Member States.

"Eurocurrency", when used in reference to a currency means an Agreed Currency and when used in reference to any Loan or Borrowing, means that such Loan, or the Loans comprising such Borrowing, bears interest at a rate determined by reference to the Adjusted LIBO Rate.

"Eurocurrency Payment Office" of the Administrative Agent shall mean, for each Foreign Currency, the office, branch, affiliate or correspondent bank of the Administrative Agent for such currency as specified from time to time by the Administrative Agent to the Company and each Lender.

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

"Exchange Rate" means, on any day, with respect to any Foreign Currency, the rate at which such Foreign Currency may be exchanged into Dollars, as set forth at approximately 11:00 a.m., Local Time, on such date on the Reuters World Currency Page for such Foreign Currency. In the event that such rate does not appear on any Reuters World Currency Page, the Exchange Rate with respect to such Foreign Currency shall be determined by reference to such other publicly available service for displaying exchange rates as may be reasonably selected by the Administrative Agent or, in the event no such service is selected, such Exchange Rate shall instead be calculated on the basis of the arithmetical mean of the buy and sell spot rates of exchange of the Administrative Agent for such Foreign Currency on the London market at 11:00 a.m., Local Time, on such date for the purchase of Dollars with such Foreign Currency, for delivery two Business Days later; provided, that if at the time of any such determination, for any reason, no such spot rate is being quoted, the Administrative Agent, after consultation with the Company, may use any reasonable method it deems appropriate to determine such rate, and such determination shall be conclusive absent manifest error.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. Federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by any Borrower under Section 2.19(b)) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.17, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender acquired the applicable interest in a Loan or Commitment or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.17(f) notwithstanding such Recipient's legal ability to do so and (d) any U.S. Federal withholding Taxes imposed under FATCA.

"Existing Credit Facilities" has the meaning assigned to such term in Section 4.02(a).

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b)(1) of the Code and any intergovernmental agreement to implement such Sections of the Code entered into between any relevant authorities on behalf of the United States and such jurisdiction.

"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.

"Financial Officer" means the chief financial officer, principal accounting officer, treasurer or controller of the Company.

"Financials" means the annual or quarterly financial statements, and accompanying certificates and other documents, of the Company and its Subsidiaries required to be delivered pursuant to Section 5.01(a) or 5.01(b).

"Foreign Currencies" means Agreed Currencies other than Dollars.

"Foreign Currency LC Exposure" means, at any time, the sum of (a) the Dollar Amount of the aggregate undrawn and unexpired amount of all outstanding Foreign Currency Letters of Credit at such time plus (b) the aggregate principal Dollar Amount of all LC Disbursements in respect of Foreign Currency Letters of Credit that have not yet been reimbursed at such time.

"Foreign Currency Letter of Credit" means a Letter of Credit denominated in a Foreign Currency.

"Foreign Lender" means (a) if the applicable Borrower is a U.S. Person, a Lender, with respect to such Borrower, that is not a U.S. Person, and (b) if the applicable Borrower is not a U.S. Person, a Lender, with respect to such Borrower, that is resident or organized under the laws of a jurisdiction other than that in which such Borrower is resident for tax purposes.

"Foreign Subsidiary" means any Subsidiary which is not a Domestic Subsidiary.

"GAAP" means generally accepted accounting principles in the United States of America.

"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.

"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 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 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 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 (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness; provided, that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business.

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

"Impacted Interest Period" has the meaning assigned to such term in the definition of "LIBO Rate".

"Increasing Lender" has the meaning assigned to such term in Section 2.20.

"Incremental Term Loan" has the meaning assigned to such term in Section 2.20.

"Incremental Term Loan Amendment" has the meaning assigned to such term in Section 2.20.

"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 (excluding accounts payable incurred in the ordinary course of business), (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, described in the other clauses of this definition, of others, (g) all Capital Lease Obligations of such Person, (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, (i) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances and (j) all obligations of such Person under Sale and Leaseback Transactions. 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 directly 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. Notwithstanding the foregoing, Indebtedness shall not include (i) deferred or prepaid revenue, (ii) earnouts, purchase price adjustments, purchase price holdbacks and similar payments payable in connection with an Acquisition (unless such obligations remain unpaid after the date which is sixty (60) days prior to the date such obligations become due and payable), (iii) Intercompany Loans or the practice of the Company in the normal course of "sweeping" cash accounts from its "branches" (i.e., subsidiaries) to centralize the cash operations of the Company and its Subsidiaries and (iv) netting services or overdraft protections which do not remain outstanding for a period in excess of ten Business Days after payment is due therefor.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Index Debt" means senior, unsecured, long-term indebtedness for borrowed money of the Company that is not Guaranteed by any other person or entity or subject to any other credit enhancement.

"Ineligible Institution" has the meaning assigned to such term in Section 9.04(b).

"Information Memorandum" means the Confidential Information Memorandum dated March 2014 relating to the Company and the Transactions.

"Insurance Company Payables" means payables due an insurance company from the Company or any of its Subsidiaries which arise from time to time in the ordinary and normal course of business.

"Intercompany Loans" means loans or other extensions of credit from time to time made by the Company to any of its Subsidiaries or by any Subsidiary to the Company or any other Subsidiary satisfying the terms and conditions set forth in Section 6.01(c) or as may otherwise be approved in writing by the Administrative Agent.

"Interest Election Request" means a request by the applicable Borrower (or the Company on behalf of the applicable Borrower) to convert or continue a Borrowing in accordance with Section 2.08 in the form attached hereto as Exhibit H-2.

"Interest Payment Date" means (a) with respect to any ABR Loan (other than a Swingline Loan), the last day of each March, June, September and December and the applicable Maturity Date, (b) with respect to any Eurocurrency Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurocurrency Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period and the applicable Maturity Date and (c) with respect to any Swingline Loan, the day that such Loan is required to be repaid and the applicable Maturity Date.

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

"Interpolated Rate" means, at any time, for any Interest Period, the rate per annum determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the applicable Screen Rate for the longest period (for which the applicable Screen Rate is available for the applicable currency) that is shorter than the Impacted Interest Period and (b) the applicable Screen Rate for the shortest period (for which the applicable Screen Rate is available for the applicable currency) that exceeds the Impacted Interest Period, in each case, at such time.

"IRS" means the United States Internal Revenue Service.

"Issuing Bank" means JPMorgan Chase Bank, N.A., in its capacity as the issuer of Letters of Credit hereunder, and its successors in such capacity as provided in Section 2.06(i). The Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of the Issuing Bank (so long as the beneficiary of any such Letter of Credit has consented (such consent not to be unreasonably withheld or delayed) to such Letter of Credit being issued by such Affiliate), in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

"Joint Bookrunner" means each of J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, RBC Capital Markets and SunTrust Robinson Humphrey, Inc. in its capacity as a joint bookrunner and joint lead arranger for the credit facilities evidenced by this Agreement.

"LC Collateral Account" has the meaning assigned to such term in Section 2.06(j).

"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 Dollar Amount of all outstanding Letters of Credit at such time plus (b) the aggregate Dollar Amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Company at such time. The LC Exposure of any Revolving Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time.

"Lender Parent" means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

"Lenders" means the Persons listed on Schedule 2.01 and any other Person that shall have become a Lender hereunder pursuant to Section 2.20 or pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term "Lenders" includes the Swingline Lender and the Issuing Bank.

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

"LIBO Rate" means, with respect to (a) any Eurocurrency Borrowing denominated in any LIBOR Quoted Currency and for any applicable Interest Period, the London interbank offered rate administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for such LIBOR Quoted Currency for a period equal in length to such Interest Period as displayed on pages LIBOR01 or LIBOR02 of the Reuters screen or, in the event such rate does not appear on either of such Reuters pages, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate as shall be selected by the Administrative Agent from time to time in its reasonable discretion (in each case the "LIBOR Screen Rate") at approximately 11:00 a.m., London time, on the Quotation Day for such currency and Interest Period; provided that, if the LIBOR Screen Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement and (b) any Eurocurrency Borrowing denominated in any Non-Quoted Currency and for any applicable Interest Period, the applicable Local Screen Rate for such Non-Quoted Currency at approximately 11:00 a.m. Toronto, Ontario time, on the Quotation Day for such currency and Interest Period; provided that, if any Local Screen Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement; provided further that if a LIBOR Screen Rate or a Local Screen Rate, as applicable, shall not be available at the applicable time for the applicable Interest Period (the "Impacted Interest Period"), then the LIBO Rate or the Local Screen Rate, as the case may be, for such currency and such Interest Period shall be the Interpolated Rate; provided, that, if any Interpolated Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement. It is understood and agreed that all of the terms and conditions of this definition of "LIBO Rate" shall be subject to Section 2.14.

"LIBOR Quoted Currency" means Dollars, euro, Pounds Sterling or other Agreed Currencies (other than the Non-Quoted Currency).

"LIBOR Screen Rate" has the meaning assigned to such term in the definition of "LIBO Rate".

"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 Borrowing Subsidiary Agreement, each Borrowing Subsidiary Termination, any promissory notes issued pursuant to Section 2.10(e), any Letter of Credit applications, letter of credit agreements and all other instruments and documents executed and delivered in accordance with the terms of this Agreement.

"Loan Parties" means the Borrowers.

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

"Local Screen Rate" means the CDOR Screen Rate.

"Local Time" means (i) New York City time in the case of a Loan, Borrowing or LC Disbursement denominated in Dollars and (ii) local time in the case of a Loan, Borrowing or LC Disbursement denominated in a Foreign Currency (it being understood that such local time shall mean London, England time unless otherwise notified by the Administrative Agent).

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, operations or financial condition of the Company and the Subsidiaries taken as a whole, (b) the ability of any Borrower to perform any of its payment or other material obligations under this Agreement or (c) the rights or remedies of the Administrative Agent and the Lenders under the Loan Documents.

"Material Subsidiary" means each Subsidiary of the Company which, as of the most recent fiscal quarter of the Company, for the period of four consecutive fiscal quarters then ended, for which financial statements have been delivered pursuant to Section 5.01(a) or (b) (or, if prior to the date of the delivery of the first financial statements to be delivered pursuant to Section 5.01(a) or (b), the most recent financial statements referred to in Section 3.04(a)), contributed greater than five percent (5%) of the revenues of the Company and its Subsidiaries on a consolidated basis for such period.

"Material Indebtedness" means Indebtedness (other than the Loans and Letters of Credit), or obligations in respect of one or more Swap Agreements, of any one or more of the Company and its Subsidiaries in an aggregate principal amount exceeding $25,000,000. For purposes of determining Material Indebtedness, the "principal amount" of the obligations of the Company or any Subsidiary in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Company or such Subsidiary would be required to pay if such Swap Agreement were terminated at such time.

"Maturity Date" means the Revolving Credit Maturity Date or the Term Loan Maturity Date, as the case may be.

"Moody's" means Moody's Investors Service, Inc.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which the Company or an ERISA Affiliate is making, is obligated to make, or has been obligated to make during the last six years, contributions on behalf of participants who are or were employed by the Company or ERISA Affiliate.

"Net Leverage Ratio" has the meaning assigned to such term in Section 6.05(a).

"Non-Quoted Currency" means Canadian Dollars.

"Obligations" means all unpaid principal of and accrued and unpaid interest on the Loans, all LC Exposure, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations and indebtedness (including interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), obligations and liabilities of any of the Loan Parties to any of the Lenders, the Administrative Agent, the Issuing Bank or any indemnified party under this Agreement or any other Loan Document, individually or collectively, existing on the Closing Date or arising thereafter, direct or

indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, arising or incurred under this Agreement or any of the other Loan Documents or in respect of any of the Loans made or reimbursement or other obligations incurred under any of the Letters of Credit.

"OFAC" means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.19).

"Overnight Foreign Currency Rate" means, for any amount payable in a Foreign Currency, the rate of interest per annum as determined by the Administrative Agent at which overnight or weekend deposits in the relevant currency (or if such amount due remains unpaid for more than three (3) Business Days, then for such other period of time as the Administrative Agent may elect) for delivery in immediately available and freely transferable funds would be offered by the Administrative Agent to major banks in the interbank market upon request of such major banks for the relevant currency as determined above and in an amount comparable to the unpaid principal amount of the related Credit Event, plus any taxes, levies, imposts, duties, deductions, charges or withholdings imposed upon, or charged to, the Administrative Agent by any relevant correspondent bank in respect of such amount in such relevant currency.

"Participant" has the meaning assigned to such term in Section 9.04.

"Participant Register" has the meaning assigned to such term in Section 9.04(c).

"Participating Member State" means any member state of the European Union that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Union relating to economic and monetary union.

"Patriot Act" means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"Permitted Encumbrances" means:

(a) Liens imposed by any Governmental Authority for Taxes, assessments, governmental charges or similar obligations that are not yet due, remain payable without a penalty or are being contested in good faith and by appropriate proceedings;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's, construction contractors' or and other like Liens, arising in the ordinary course of business and securing obligations that are not overdue by more than sixty (60) days or are being contested in good faith and by appropriate proceedings;

(c) pledges and deposits made (i) (i) the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations or (ii) securing liability for customary reimbursement and indemnification obligations of insurance carriers or (iii) in connection with self-insurance programs;

(d) deposits to secure the performance of (i) bids, trade contracts, leases, statutory obligations, surety bonds, performance bonds, public utility agreements and other obligations of a like nature, in each case in the ordinary course of business, (ii) stay or appeal bonds, (iii) indemnity, performance or similar bonds in the ordinary course of business, (iv) in connection with contested amounts;

(e) judgment or attachment Liens that do not constitute an Event of Default under clause (k) of Article VII;

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

(g) deposits for the benefit of a seller in connection with a proposed Acquisition pursuant to and in accordance with a letter of intent or acquisition or purchase agreement related thereto; and

(h) other Liens incidental to the conduct of its business or the ownership of its assets which were not incurred in connection with the borrowing of money and which do not, in the aggregate, materially detract from the value of its assets or materially impair the use thereof in the operation of its business (including, without limitation, Liens with respect to leases, subleases, licenses and sublicenses, and liens of depository or collecting banks (including rights of set-off));

provided that the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness.

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

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

"Pounds Sterling" means the lawful currency of the United Kingdom.

"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.

"Quotation Day" means, with respect to any Eurocurrency Borrowing for any Interest Period, (i) if the currency is Pounds Sterling, the first day of such Interest Period, (ii) if the currency is euro, the day that is two (2) TARGET2 Days before the first day of such Interest Period, and (iii) for any other currency, two (2) Business Days prior to the commencement of such Interest Period (unless, in each case, market practice differs in the relevant market where the LIBO Rate for such currency is to be determined, in which case the Quotation Day will be determined by the Administrative Agent in accordance with market practice in such market (and if quotations would normally be given on more than one day, then the Quotation Day will be the last of those days)).

"Recipient" means (a) the Administrative Agent, (b) any Lender and (c) the Issuing Bank, as applicable.

"Reference Bank Rate" means the arithmetic mean of the rates (rounded upwards to four decimal places) supplied to the Administrative Agent at its request by the Reference Banks (as the case may be) as of the applicable time on the Quotation Day for Loans in the applicable currency and the applicable Interest Period (a) in relation to Loans at a LIBOR Quoted Currency, as the rate at which the relevant Reference Bank could borrow funds in the London interbank market in the relevant currency and for the relevant period, were it to do so by asking for and then accepting interbank offers in reasonable market size in that currency and for that period and (b) in relation to Loans in Canadian Dollars, as a rate at which the relevant Reference Banks willing to extend credit by the purchase of bankers acceptances which have been accepted by banks which are customarily regarded as being of appropriate credit standing for such purpose with a term to maturity equal to the relevant period.

"Reference Banks" means the principal London offices (or in the case of Loans denominated in Canadian Dollars, the principal Toronto offices or, otherwise, other applicable offices) of JPMorgan Chase Bank, N.A. and such other banks as may be appointed by the Administrative Agent in consultation with the Company and as agreed to by such bank.

"Register" has the meaning assigned to such term in Section 9.04.

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

"Required Lenders" means, at any time, Lenders having Credit Exposures and unused Commitments representing more than 50% of the sum of the total Credit Exposures and unused Commitments at such time.

"Responsible Officer" means any of the chief executive officer, president, chief operating officer, treasurer, any other Financial Officer, general counsel or other chief legal officer of the Company.

"Revolving Commitment" means, with respect to each Lender, the commitment, if any, to make 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 Revolving Credit Exposure hereunder, as such commitment may be (a) reduced or terminated from time to time pursuant to Section 2.09, (b) increased from time to time pursuant to Section 2.20 and (c) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04. The initial amount of each Lender's Revolving Commitment is set forth on Schedule 2.01, or in the applicable documentation pursuant to which such Lender shall have assumed its Revolving Commitment pursuant to the terms hereof, as applicable. The initial aggregate amount of the Revolving Lenders' Revolving Commitments is $800,000,000.

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

"Revolving Credit Maturity Date" means the date that occurs on the fifth (5th) anniversary of the Effective Date, subject to extension (in the case of each Revolving Lender consenting thereto) as provided in Section 2.24.

"Revolving Lender" means, as of any date of determination, each Lender that has a Revolving Commitment or, if the Revolving Commitments have terminated or expired, a Lender with Revolving Credit Exposure.

"Revolving Loan" means a Loan made by a Revolving Lender pursuant to Section 2.01(a).

"S&P" means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business.

"Sale and Leaseback Transaction" means any sale or other transfer of any property or asset by any Person with the intent to lease such property or asset as lessee.

"Sanctioned Country" means, at any time, a country or territory which is the subject or target of any Sanctions.

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union or any EU member state, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State or (b) the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.

"Screen Rate" means, collectively, the LIBOR Screen Rate and the Local Screen Rate.

"SEC" means the United States Securities and Exchange Commission.

"Secured Letter of Credit" means a Letter of Credit in respect of which the Company has deposited an amount in cash equal to 100% of the face amount of such Letter of Credit prior to the issuance thereof in the manner described in Section 2.06(j) and otherwise on terms and conditions reasonably acceptable to the Issuing Bank and the Administrative Agent.

"Securities Act" means the United States Securities Act of 1933.

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve, liquid asset, fees or similar requirements (including any marginal, special, emergency or supplemental reserves or other requirements) established by any central bank, monetary authority, the Board, the Financial Conduct Authority, the Prudential Regulation Authority, the European Central Bank or other Governmental Authority for any category of deposits or liabilities customarily used to fund loans

in the applicable currency and to which the Administrative Agent and the Lenders are subject for Eurocurrency funding, expressed in the case of each such requirement as a decimal. Such reserve, liquid asset, fees or similar requirements shall include those imposed pursuant to Regulation D of the Board. Eurocurrency Loans shall be deemed to be subject to such reserve, liquid asset, fee or similar requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under any applicable law, rule or regulation, including Regulation D of the Board. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve, liquid asset or similar requirement.

"Subordinated Indebtedness" means any Indebtedness of the Company or any Subsidiary the payment of which is subordinated to payment of the obligations under the Loan Documents.

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

"Subsidiary" means any subsidiary of the Company.

"Subsidiary Borrower" means any Eligible Subsidiary that becomes a Subsidiary Borrower pursuant to Section 2.23 and that has not ceased to be a Subsidiary Borrower pursuant to such Section.

"Swap Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Company or the Subsidiaries shall be a Swap Agreement.

"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 Applicable 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 2.05.

"TARGET2" means the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system (or, if such payment system ceases to be operative, such other payment system (if any) reasonably determined by the Administrative Agent to be a suitable replacement) for the settlement of payments in euro.

"TARGET2 Day" means a day that TARGET2 is open for the settlement of payments in euro.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Lender" means, as of any date of determination, each Lender having a Term Loan Commitment or that holds Term Loans.

"Term Loan Commitment" means (a) as to any Term Lender, the aggregate commitment of such Term Lender to make Term Loans as set forth on Schedule 2.01 or in the most recent Assignment Agreement or other documentation contemplated hereby executed by such Term Lender, as such commitment may be (i) reduced or terminated from time to time pursuant to Section 2.09 and (ii) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04 and (b) as to all Term Lenders, the aggregate commitment of all Term Lenders to make Term Loans, which aggregate commitment shall be $550,000,000 on the date of this Agreement. After advancing the Term Loan, each reference to a Term Lender's Term Loan Commitment shall refer to that Term Lender's Applicable Percentage of the Term Loans.

"Term Loan Maturity Date" means the date that occurs on the fifth (5^{th}) anniversary of the Effective Date, subject to extension (in the case of each Term Lender consenting thereto) as provided in Section 2.24.

"Term Loans" means the term loans made by the Term Lenders to the Company pursuant to Section 2.01(b).

"Transactions" means the execution, delivery and performance by the Loan Parties of this Agreement and the other Loan Documents, the borrowing of Loans and other credit extensions and the issuance of Letters of Credit hereunder.

"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.

"Unsecured Letter of Credit" means a Letter of Credit that is not a Secured Letter of Credit.

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

"U.S. Tax Compliance Certificate" has the meaning assigned to such term in Section 2.17(f)(ii)(B)(3).

"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.

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

SECTION 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". The word "law" shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law), and all judgments, orders and decrees, of all Governmental Authorities. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), (c) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to any restrictions on assignment set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (f) 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; Pro Forma Calculations. (a) Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Company notifies the Administrative Agent that the Company requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Company that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made (i) without giving effect to any election under Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Company or any Subsidiary at "fair value", as defined therein and (ii) without giving effect to any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof.

(b) All pro forma computations required to be made hereunder giving effect to any Acquisition or disposition, or issuance, incurrence or assumption of Indebtedness, or other transaction shall in each case be calculated giving pro forma effect thereto (and, in the case of any pro forma computation made hereunder to determine whether such incurrence or assumption of Indebtedness, or other transaction is permitted to be consummated hereunder, to any other such transaction consummated since the first day of the period covered by any component of such pro forma computation and on or prior to the date of such computation) as if such transaction had occurred on the first day of the period of four

consecutive fiscal quarters ending with the most recent fiscal quarter for which financial statements shall have been delivered pursuant to Section 5.01(a) or 5.01(b) (or, prior to the delivery of any such financial statements, ending with the last fiscal quarter included in the financial statements referred to in Section 3.04(a)), including:

(i) all Indebtedness (whether under this Agreement or otherwise) and any other balance sheet adjustments incurred or made in connection with such Acquisition, if any, which shall be deemed to have been incurred or made on the first day of such period, and all Indebtedness of the Person to be acquired in such Acquisition which was repaid concurrently with the consummation of such Acquisition, if any, which shall be deemed to have been repaid on the first day of such period concurrently with the deemed incurrence of the Indebtedness, if any, incurred in connection with such Acquisition; and

(ii) if any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Swap Agreement applicable to such Indebtedness).

SECTION 1.05. Status of Obligations. In the event that the Company or any other Loan Party shall at any time issue or have outstanding any Subordinated Indebtedness, the Company shall take or cause such other Loan Party to take all such actions as shall be necessary to cause the Obligations to constitute senior indebtedness (however denominated) in respect of such Subordinated Indebtedness and to enable the Administrative Agent and the Lenders to have and exercise any payment blockage or other remedies available or potentially available to holders of senior indebtedness under the terms of such Subordinated Indebtedness. Without limiting the foregoing, the Obligations are hereby designated as "senior indebtedness" and as "designated senior indebtedness" and words of similar import under and in respect of any indenture or other agreement or instrument under which such Subordinated Indebtedness is outstanding and are further given all such other designations as shall be required under the terms of any such Subordinated Indebtedness in order that the Lenders may have and exercise any payment blockage or other remedies available or potentially available to holders of senior indebtedness under the terms of such Subordinated Indebtedness.

ARTICLE II

The Credits

SECTION 2.01. Commitments. Subject to the terms and conditions set forth herein, (a) each Revolving Lender (severally and not jointly) agrees to make Revolving Loans to the Borrowers in Agreed Currencies from time to time during the Availability Period in an aggregate principal amount that will not result in (i) subject to Sections 2.04 and 2.11(b), the Dollar Amount of such Lender's Revolving Credit Exposure exceeding such Lender's Revolving Commitment or (ii) subject to Sections 2.04 and 2.11(b), the sum of the Dollar Amount of the total Revolving Credit Exposures exceeding the aggregate Revolving Commitments, and (b) each Term Lender with a Term Loan Commitment (severally and not jointly) agrees to make a Term Loan to the Company in Dollars on the Effective Date, in an amount equal to such Lender's Term Loan Commitment by making immediately available funds available to the Administrative Agent's designated account, not later than the time specified by the Administrative Agent. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow Revolving Loans. Amounts repaid or prepaid in respect of Term Loans may not be reborrowed.

SECTION 2.02. Loans and Borrowings. (a) Each Loan (other than a Swingline Loan) shall be made as part of a Borrowing consisting of Loans of the same Class and Type made by the applicable Lenders ratably in accordance with their respective Commitments of the applicable Class. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required. Any Swingline Loan shall be made in accordance with the procedures set forth in Section 2.05. The Term Loans shall amortize as set forth in Section 2.10.

(b) Subject to Section 2.14, each Revolving Borrowing and Term Loan Borrowing shall be comprised entirely of ABR Loans or Eurocurrency Loans as the relevant Borrower may request in accordance herewith; provided that each ABR Loan shall only be made in Dollars. Each Swingline Loan shall be an ABR Loan. Each Lender at its option may make any Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan (and in the case of an Affiliate, the provisions of Sections 2.14, 2.15, 2.16 and 2.17 shall apply to such Affiliate to the same extent as to such Lender); provided that any exercise of such option shall not affect the obligation of the relevant Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Eurocurrency Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of $1,000,000 (or, if such Borrowing is denominated in a Foreign Currency, 1,000,000 units of such currency) and not less than $1,000,000 (or, if such Borrowing is denominated in a Foreign Currency, 1,000,000 units of such currency). At the time that each ABR Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of $500,000 and not less than $1,000,000; provided that an ABR Revolving Borrowing may be in an aggregate amount that is equal to the entire unused balance of the aggregate Revolving Commitments or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.06(e). Each Swingline Loan shall be in an amount that is an integral multiple of $500,000 and not less than $1,000,000. 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 a total of twelve (12) Eurocurrency Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, no Borrower shall be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the applicable Maturity Date.

SECTION 2.03. Requests for Borrowings. To request a Borrowing, the applicable Borrower, or the Company on behalf of the applicable Borrower, shall notify the Administrative Agent of such request (a) by irrevocable written notice (via a written Borrowing Request signed by the applicable Borrower, or the Company on behalf of the applicable Borrower, promptly followed by telephonic confirmation of such request) in the case of a Eurocurrency Borrowing, not later than 11:00 a.m., Local Time, three (3) Business Days (in the case of a Eurocurrency Borrowing denominated in Dollars) or by irrevocable written notice (via a written Borrowing Request signed by such Borrower, or the Company on its behalf) not later than 11:00 a.m., Local Time, four (4) Business Days (in the case of a Eurocurrency Borrowing denominated in a Foreign Currency), in each case before the date of the proposed Borrowing or (b) by telephone in the case of an ABR Borrowing, not later than 11:00 a.m., New York City time, on the date of the proposed Borrowing; provided that any such notice of an ABR Revolving Borrowing to finance the reimbursement of an LC Disbursement as contemplated by Section 2.06(e) may be given not later than 10:00 a.m., New York City time, on the date of the proposed Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written Borrowing Request signed by the applicable Borrower, or the Company on behalf of the applicable Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

(i) the name of the applicable Borrower;

(ii) the aggregate amount of the requested Borrowing;

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

(iv) whether such Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing;

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

(vi) the location and number of the applicable Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.07.

If no election as to the Type of Borrowing is specified, then, in the case of a Borrowing denominated in Dollars, the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Eurocurrency Borrowing, then the relevant Borrower shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

SECTION 2.04. Determination of Dollar Amounts. The Administrative Agent will determine the Dollar Amount of:

(a) each Eurocurrency Borrowing as of the date two (2) Business Days prior to the date of such Borrowing or, if applicable, the date of conversion/continuation of any Borrowing as a Eurocurrency Borrowing,

(b) the LC Exposure as of the date of each request for the issuance, amendment, renewal or extension of any Letter of Credit, and

(c) all outstanding Credit Events on and as of the last Business Day of each calendar quarter and, during the continuation of an Event of Default, on any other Business Day elected by the Administrative Agent in its discretion or upon instruction by the Required Lenders.

Each day upon or as of which the Administrative Agent determines Dollar Amounts as described in the preceding clauses (a), (b) and (c) is herein described as a "Computation Date" with respect to each Credit Event for which a Dollar Amount is determined on or as of such day.

SECTION 2.05. Swingline Loans. (a) Subject to the terms and conditions set forth herein, the Swingline Lender agrees to make Swingline Loans in Dollars to the Company from time to time during the Availability 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 $25,000,000 or (ii) the Dollar Amount of the total Revolving Credit Exposures exceeding the aggregate Revolving Commitments; provided that the Swingline Lender shall not be required to make a Swingline Loan to refinance an outstanding Swingline Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, the Company may borrow, prepay and reborrow Swingline Loans.

(b) To request a Swingline Loan, the Company shall notify the Administrative Agent of such request by telephone (confirmed by telecopy), not later than 12:00 noon, 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 Company. The Swingline Lender shall make each Swingline Loan available to the Company by means of a credit to the general deposit account of the Company with the Swingline Lender or such other account as may be designated by the Company (or, in the case of a Swingline Loan made to finance the reimbursement of an LC Disbursement as provided in Section 2.06(e), by remittance to the Issuing Bank) by 3:00 p.m., New York City time, on the requested date of such Swingline Loan.

(c) 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 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 Revolving Lenders will participate. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each Revolving Lender, specifying in such notice such Lender's Applicable Percentage of such Swingline Loan or Loans. Each 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 Applicable Percentage of such Swingline Loan or Loans. Each 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 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 2.07 with respect to Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the Swingline Lender the amounts so received by it from the Revolving Lenders. The Administrative Agent shall notify the Company 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 Company (or other party on behalf of the Company) 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 Revolving Lenders that shall have made their payments pursuant to this paragraph and to the Swingline Lender, as their interests may appear; provided that any such payment so remitted shall be repaid to the Swingline Lender or to the Administrative Agent, as applicable, if and to the extent such payment is required to be refunded to the Company for any reason. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not relieve the Company of default (if any) in the payment thereof.

SECTION 2.06. Letters of Credit. (a) General. Subject to the terms and conditions set forth herein, the Company may request the issuance of Letters of Credit denominated in Agreed Currencies as the applicant thereof for the support of its or its Subsidiaries' obligations, in a form reasonably acceptable to the Administrative Agent and the Issuing Bank, at any time and from time to time during the Availability 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 Company to, or entered into by the Company with, the Issuing Bank relating

to any Letter of Credit, the terms and conditions of this Agreement shall control. The Company unconditionally and irrevocably agrees that, in connection with any Letter of Credit issued for the support of any Subsidiary's obligations as provided in the first sentence of this paragraph, the Company will be fully responsible for the reimbursement of LC Disbursements in accordance with the terms hereof, the payment of interest thereon and the payment of fees due under Section 2.12(b) to the same extent as if it were the sole account party in respect of such Letter of Credit (the Company hereby irrevocably waiving any defenses that might otherwise be available to it as a guarantor or surety of the obligations of such a Subsidiary that is an account party in respect of any such Letter of Credit).

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Company shall hand deliver or telecopy (or transmit by electronic communication, if arrangements for doing so have been approved by the 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 Agreed Currency applicable thereto, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by the Issuing Bank, the Company 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 Company shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) subject to Sections 2.04 and 2.11(b), the Dollar Amount of the LC Exposure shall not exceed $50,000,000 and (ii) subject to Sections 2.04 and 2.11(b), the sum of the Dollar Amount of the total Revolving Credit Exposures shall not exceed the aggregate Revolving Commitments.

(c) Expiration Date. Each Letter of Credit shall expire (or be subject to termination by notice from the Issuing Bank to the beneficiary thereof) at or prior to the close of business on the earlier of (i) the date 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 (5) Business Days prior to the Revolving Credit Maturity Date; provided that, if requested by the Company or a Subsidiary Borrower (or the Company on behalf of a Subsidiary Borrower), a Letter of Credit issued by such Issuing Bank may provide for the renewal thereof for additional one year periods containing an expiry date of more than twelve months after the date of issuance (which expiry date shall not extend beyond the date referred to in the foregoing clause (ii). Notwithstanding the foregoing, any Letter of Credit issued in the final year of this Agreement may expire no later than one year after the Revolving Credit Maturity Date so long as the Company cash collateralizes an amount equal to 105% of the face amount of such Letter of Credit, concurrently with the issuance of such Letter of Credit, in the manner described in Section 2.06(j) and otherwise on terms and conditions reasonably acceptable to the Issuing Bank and the Administrative Agent.

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the Issuing Bank or the Revolving Lenders, the Issuing Bank hereby grants to each Revolving Lender, and each Revolving Lender hereby acquires from the Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Revolving Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by the Issuing Bank and not reimbursed

by the Company on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to the Company for any reason. Each 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 Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Reimbursement. If the Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the Company shall reimburse such LC Disbursement by paying to the Administrative Agent in Dollars the Dollar Amount equal to such LC Disbursement, calculated as of the date the Issuing Bank made such LC Disbursement (or if the Issuing Bank shall so elect in its sole discretion by notice to the Company, in such other Agreed Currency which was paid by the Issuing Bank pursuant to such LC Disbursement in an amount equal to such LC Disbursement) not later than 12:00 noon, Local Time, on the Business Day following the date that the Company shall have received notice of such LC Disbursement; provided that the Company may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 or 2.05 that such payment be financed with (i) to the extent such LC Disbursement was made in Dollars, an ABR Revolving Borrowing, Eurocurrency Revolving Borrowing or Swingline Loan in Dollars in an amount equal to such LC Disbursement or (ii) to the extent that such LC Disbursement was made in a Foreign Currency, a Eurocurrency Revolving Borrowing in such Foreign Currency in an amount equal to such LC Disbursement and, in each case, to the extent so financed, the Company's obligation to make such payment shall be discharged and replaced by the resulting ABR Revolving Borrowing, Eurocurrency Revolving Borrowing or Swingline Loan, as applicable. If the Company fails to make such payment when due, the Administrative Agent shall notify each Revolving Lender of the applicable LC Disbursement, the payment then due from the Company in respect thereof and such Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Revolving Lender shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the Company, in the same manner as provided in Section 2.07 with respect to Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Revolving Lenders), and the Administrative Agent shall promptly pay to the Issuing Bank the amounts so received by it from the Revolving Lenders. Promptly following receipt by the Administrative Agent of any payment from the Company pursuant to this paragraph, the Administrative Agent shall distribute such payment to the Issuing Bank or, to the extent that Revolving 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 Revolving Lender pursuant to this paragraph to reimburse the Issuing Bank for any LC Disbursement (other than the funding of Revolving Loans or a Swingline Loan as contemplated above) shall not constitute a Loan and shall not relieve the Company of its obligation to reimburse such LC Disbursement. If the Company's reimbursement of, or obligation to reimburse, any amounts in any Foreign Currency would subject the Administrative Agent, the Issuing Bank or any Lender to any stamp duty, ad valorem charge or similar tax that would not be payable if such reimbursement were made or required to be made in Dollars, the Company shall, at its option, either (x) pay the amount of any such tax requested by the Administrative Agent, the Issuing Bank or the relevant Lender or (y) reimburse each LC Disbursement made in such Foreign Currency in Dollars, in an amount equal to the Equivalent Amount, calculated using the applicable Exchange Rates, on the date such LC Disbursement is made, of such LC Disbursement.

(f) Obligations Absolute. The Company's obligation to reimburse LC Disbursements as provided in paragraph (e) of this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit 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 Company's obligations hereunder. Neither the Administrative Agent, the Revolving 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 shall not be construed to excuse the Issuing Bank from liability to the Company to the extent of any direct damages (as opposed to special, indirect, consequential or punitive damages, claims in respect of which are hereby waived by the Company to the extent permitted by applicable law) suffered by the Company that are caused by 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.

(g) 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 Company 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 Company of its obligation to reimburse the Issuing Bank and the Revolving Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If the Issuing Bank shall make any LC Disbursement, then, unless the Company shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Company reimburses such LC Disbursement, at the rate per annum then applicable to ABR Revolving Loans (or in the case such LC Disbursement is denominated in a Foreign Currency, at the Overnight Foreign Currency Rate for such Agreed Currency plus the then effective Applicable Rate with respect to Eurocurrency Revolving Loans); provided that, if the Company fails to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, then Section 2.13(c) shall apply. Interest accrued pursuant to this paragraph shall be for the account of the Issuing Bank, except that interest accrued on and after the date of payment by any Revolving 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.

(i) Replacement of Issuing Bank. The Issuing Bank may be replaced at any time by written agreement among the Company, the Administrative Agent, the replaced Issuing Bank and the

successor Issuing Bank. The Administrative Agent shall notify the Revolving Lenders of any such replacement of the Issuing Bank. At the time any such replacement shall become effective, the Company shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.12(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of 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 then outstanding and issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(j) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that the Company receives notice from the Administrative Agent (acting at the direction of the Required Lenders) (or, if the maturity of the Loans has been accelerated, Revolving Lenders with LC Exposure representing greater than 50% of the total LC Exposure) demanding the deposit of cash collateral pursuant to this paragraph, the Company shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Revolving Lenders (the "LC Collateral Account"), an amount in cash equal to 105% of the Dollar Amount of the LC Exposure as of such date; provided that (i) the portions of such amount attributable to undrawn Foreign Currency Letters of Credit or LC Disbursements in a Foreign Currency that the Company is not late in reimbursing shall be deposited in the applicable Foreign Currencies in the actual amounts of such undrawn Letters of Credit and LC Disbursements and (ii) the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Company described in clause (h) or (i) of Article VII. For the purposes of this paragraph, the Foreign Currency LC Exposure shall be calculated using the applicable Exchange Rate on the date notice demanding cash collateralization is delivered to the Company. The Company also shall deposit cash collateral pursuant to this paragraph as and to the extent required by Section 2.11(b). Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the Obligations. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent in consultation with the Company and at the Company's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Company for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Revolving Lenders with LC Exposure representing greater than 50% of the total LC Exposure), be applied to satisfy other Obligations. If the Company is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Company (with accrued interest thereon, if applicable) within three (3) Business Days after all Events of Default have been cured or waived.

SECTION 2.07. Funding of Borrowings. (a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds (i) in the case of Loans denominated in Dollars, by 1:00 p.m., New York City time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders and (ii) in the case of each Loan denominated in a Foreign Currency, by 12:00 noon, Local Time, in the city of the Administrative Agent's Eurocurrency Payment Office for such currency and at such Eurocurrency

Payment Office for such currency; provided that (i) Term Loans shall be made as provided in Section 2.01(b) and (ii) Swingline Loans shall be made as provided in Section 2.05. The Administrative Agent will make such Loans available to the relevant Borrower by promptly crediting the amounts so received, in like funds, to (x) an account of such Borrower designated by such Borrower in the applicable Borrowing Request, in the case of Loans denominated in Dollars and (y) an account of such Borrower in the relevant jurisdiction and designated by such Borrower in the applicable Borrowing Request, in the case of Loans denominated in a Foreign Currency; provided that ABR Revolving Loans made to finance the reimbursement of an LC Disbursement as provided in Section 2.06(e) shall be remitted by the Administrative Agent to the Issuing Bank.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing (or in the case of an ABR Borrowing, prior to 1:00 p.m., New York City time, on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the relevant Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and such Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to such Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation (including without limitation the Overnight Foreign Currency Rate in the case of Loans denominated in a Foreign Currency) or (ii) in the case of such Borrower, until the date of repayment thereof, at the interest rate applicable to such Loans; provided that if the Lender and a Borrower shall both pay such interest amounts, the amount paid by such Borrower shall be returned thereto. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

SECTION 2.08. Interest Elections. (a) Each 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 relevant Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurocurrency Borrowing, may elect Interest Periods therefor, all as provided in this Section. A Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section shall not apply to Swingline Borrowings, which may not be converted or continued.

(b) To make an election pursuant to this Section, a Borrower, or the Company on its behalf, shall notify the Administrative Agent of such election (by telephone or irrevocable written notice in the case of a Borrowing denominated in Dollars or by irrevocable written notice (via an Interest Election Request signed by such Borrower, or the Company on its behalf) in the case of a Borrowing denominated in a Foreign Currency) by the time that a Borrowing Request would be required under Section 2.03 if such Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written Interest Election Request signed by the relevant Borrower, or the Company on its behalf. Notwithstanding any contrary provision herein, this Section shall not be construed to permit any Borrower to (i) change the currency of any Borrowing, (ii) elect an Interest Period for Eurocurrency Loans that does not comply with Section 2.02(d) or (iii) convert any Borrowing to a Borrowing of a Type not available under the Class of Commitments pursuant to which such Borrowing was made.

(c) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

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

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

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing; and

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

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

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

(e) If the relevant Borrower fails to deliver a timely Interest Election Request with respect to a Eurocurrency Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period (i) in the case of a Borrowing denominated in Dollars, such Borrowing shall be converted to an ABR Borrowing and (ii) in the case of a Borrowing denominated in a Foreign Currency in respect of which the applicable Borrower shall have failed to deliver an Interest Election Request prior to the third (3rd) Business Day preceding the end of such Interest Period, such Borrowing shall automatically continue as a Eurocurrency Borrowing in the same Agreed Currency with an Interest Period of one month unless such Eurocurrency Borrowing is or was repaid in accordance with Section 2.11. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Company, then, so long as an Event of Default is continuing (i) no outstanding Borrowing denominated in Dollars 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) unless repaid, each Eurocurrency Borrowing denominated in a Foreign Currency shall automatically be continued as a Eurocurrency Borrowing with an Interest Period of one month.

SECTION 2.09. Termination and Reduction of Commitments. (a) Unless previously terminated, (i) the Term Loan Commitments shall terminate at 4:00 p.m. (New York City time) on the Effective Date and (ii) all other Commitments shall terminate on the Revolving Credit Maturity Date.

(b) The Company may at any time terminate, or from time to time reduce, the Revolving Commitments and/or the Term Loan Commitments; provided that (i) each reduction of any of the Commitments shall be in an amount that is an integral multiple of $1,000,000 and not less than $5,000,000 and (ii) the Company shall not terminate or reduce the Revolving Commitments if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.11, the Dollar Amount of the sum of the Revolving Credit Exposures would exceed the aggregate Revolving Commitments.

(c) The Company shall notify the Administrative Agent of any election to terminate or reduce any of the Commitments under paragraph (b) of this Section at least three (3) Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Company pursuant to this Section shall be irrevocable; provided that a notice of termination of any of the Commitments delivered by the Company may state that such notice is conditioned upon the effectiveness of other credit facilities or other transactions specified therein, in which case such notice may be revoked by the Company (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of any of the Commitments shall be permanent. Each reduction of any of the Commitments shall be made ratably among the Lenders in accordance with their respective Commitments of the applicable Class.

SECTION 2.10. Repayment and Amortization of Loans; Evidence of Debt. (a) Each Borrower hereby unconditionally promises to pay (i) to the Administrative Agent for the account of each Revolving Lender the then unpaid principal amount of each Revolving Loan made to such Borrower on the Revolving Credit Maturity Date in the currency of such Loan and (ii) in the case of the Company, to the Swingline Lender the then unpaid principal amount of each Swingline Loan on the earlier of the Revolving Credit Maturity Date and the first date after such Swingline Loan is made that is the 15th or last day of a calendar month and is at least two (2) Business Days after such Swingline Loan is made; provided that on each date that a Revolving Borrowing is made, the Company shall repay all Swingline Loans then outstanding. The Company shall repay Term Loans on each date set forth below in the aggregate principal amount set forth opposite such date (as adjusted from time to time pursuant to Section 2.11(a)):

Date	Amount
June 30, 2015	$ 6,875,000
September 30, 2015	$ 6,875,000
December 31, 2015	$ 6,875,000
March 31, 2016	$ 6,875,000
June 30, 2016 and the last day of each calendar quarter ending thereafter	$13,750,000

To the extent not previously repaid, all unpaid Term Loans shall be paid in full in Dollars by the Company on the Term Loan Maturity Date.

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

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

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein absent demonstrable error; 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 Obligations.

(e) Any Lender may request that Loans made by it to any Borrower be evidenced by a promissory note. In such event, the relevant Borrower shall prepare, execute and deliver to such Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered permitted assigns) and in a form approved by the Administrative Agent. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if any such promissory note is a registered note, to such payee and its registered permitted assigns).

SECTION 2.11. Prepayment of Loans.

(a) Any Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to prior notice in accordance with the provisions of this Section 2.11(a). The applicable Borrower, or the Company on behalf of the applicable Borrower, shall notify the Administrative Agent (and, in the case of prepayment of a Swingline Loan, the Swingline Lender) by written notice (promptly followed by telephonic confirmation of such request) of any prepayment hereunder (i) in the case of prepayment of a Eurocurrency Borrowing, not later than 11:00 a.m., Local Time, three (3) Business Days (in the case of a Eurocurrency Borrowing denominated in Dollars) or four (4) Business Days (in the case of a Eurocurrency Borrowing denominated in a Foreign Currency), in each case before the date of prepayment, (ii) in the case of prepayment of an ABR Borrowing, not later than 11:00 a.m., New York City time, one (1) 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 a notice of prepayment delivered by the Company may state that such notice is conditioned upon the effectiveness of other credit facilities or other transactions specified therein, in which case such notice may be revoked by the Company (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Revolving Borrowing shall be applied ratably to the Revolving Loans included in the prepaid Revolving Borrowing and each voluntary prepayment of a Term Loan Borrowing shall be applied ratably to the Term Loans included in the prepaid Term Loan Borrowing in such order of application as directed by the Company. Prepayments shall be accompanied by (i) accrued interest to the extent required by Section 2.13 and (ii) break funding payments to the extent required by Section 2.16.

(b) If at any time, (i) other than as a result of fluctuations in currency exchange rates, the sum of the aggregate principal Dollar Amount of all of the Revolving Credit Exposures (calculated, with respect to those Credit Events denominated in Foreign Currencies, as of the most recent

Computation Date with respect to each such Credit Event) exceeds the aggregate Revolving Commitments or (ii) solely as a result of fluctuations in currency exchange rates, the sum of the aggregate principal Dollar Amount of all of the Revolving Credit Exposures (so calculated) exceeds 105% of the aggregate Revolving Commitments, the Borrowers shall in each case immediately repay Revolving Borrowings or cash collateralize LC Exposure in an account with the Administrative Agent pursuant to Section 2.06(j), as applicable, in an aggregate principal amount sufficient to cause the aggregate Dollar Amount of all Revolving Credit Exposures (so calculated) to be less than or equal to the aggregate Revolving Commitments.

SECTION 2.12. Fees. (a) The Company agrees to pay to the Administrative Agent for the account of each Revolving Lender a facility fee, which shall accrue at the applicable Facility Fee Rate (as specified in the definition of Applicable Rate) on the average daily amount of the Revolving Commitment of such Lender (whether used or unused) during the period from and including the Effective Date to but excluding the date on which such Revolving Commitment terminates; provided that, if such Lender continues to have any Revolving Credit Exposure after its Revolving Commitment terminates, then such facility fee shall continue to accrue on the daily amount of such Lender's Revolving Credit Exposure from and including the date on which its Revolving Commitment terminates to but excluding the date on which such Lender ceases to have any Revolving Credit Exposure. Accrued facility 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 Effective Date; provided that any facility fees accruing after the date on which the Revolving Commitments terminate shall be payable within one (1) Business Day following demand therefor. All facility fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) The Company agrees to pay (i) to the Administrative Agent for the account of each Revolving Lender a participation fee with respect to its participations in Letters of Credit, which shall accrue at (x) in the case of any Secured Letter of Credit, the rate equal to fifty percent (50%) of the same Applicable Rate used to determine the interest rate applicable to Eurocurrency Revolving Loans on the average daily Dollar Amount of such Lender's LC Exposure in respect of Secured Letters of Credit (excluding any portion thereof attributable to unreimbursed LC Disbursements in respect of Secured Letters of Credit) and (y) in the case of any Unsecured Letter of Credit, the same Applicable Rate used to determine the interest rate applicable to Eurocurrency Revolving Loans on the average daily Dollar Amount of such Lender's LC Exposure in respect of Unsecured Letters of Credit (excluding any portion thereof attributable to unreimbursed LC Disbursements in respect of Unsecured Letters of Credit), in each case during the period from and including the Effective Date to but excluding the later of the date on which such Revolving Lender's Revolving Commitment terminates and the date on which such Lender ceases to have any LC Exposure in respect of the applicable type of Letters of Credit and (ii) to the Issuing Bank for its own account a fronting fee, which shall accrue at the rate of 0.125% per annum on the average daily Dollar Amount of the LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) attributable to Letters of Credit issued by the Issuing Bank during the period from and including the 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 and commissions with respect to the issuance, amendment, cancellation, negotiation, transfer, presentment, renewal or extension of any Letter of Credit or processing of drawings thereunder. 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 or prior to the third (3rd) Business Day following such last day, commencing on the first such date to occur after the 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 within one (1) Business Day following demand therefor. Any other fees payable to the Issuing Bank pursuant to this

paragraph shall be payable within ten (10) days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). Participation fees and fronting fees in respect of Letters of Credit denominated in Dollars shall be paid in Dollars, and participation fees and fronting fees in respect of Letters of Credit denominated in a Foreign Currency shall be paid in such Foreign Currency.

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

(d) All fees payable hereunder shall be paid on the dates due, in Dollars (except as otherwise expressly provided in this Section 2.12) and immediately available funds, to the Administrative Agent (or to the Issuing Bank, in the case of fees payable to it) for distribution, in the case of facility fees and participation fees, to the applicable Lenders. Fees paid shall not be refundable under any circumstances.

SECTION 2.13. Interest. (a) The Loans comprising each ABR Borrowing (including each Swingline Loan) shall bear interest at the Alternate Base Rate plus the Applicable Rate.

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

(c) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by any Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2% plus the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section or (ii) in the case of any other amount, 2% plus the rate applicable to ABR Loans as provided in paragraph (a) of this Section.

(d) Accrued interest on each 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 Revolving Commitments; provided that (i) interest accrued pursuant to paragraph (c) of this Section shall be payable within one (1) Business Day following demand therefor, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Revolving Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurocurrency Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e) All interest hereunder shall be computed on the basis of a year of 360 days, except that (i) interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year) and (ii) (A) interest for Borrowings denominated in Pounds Sterling and (B) interest computed by reference to the CDOR Rate, in each case of the foregoing clauses (A) and (B) shall be computed on the basis of a year of 365 days, and in each case of the foregoing clauses (i) and (ii) shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted LIBO Rate or LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.14. Alternate Rate of Interest.

(a) If at the time that the Administrative Agent shall seek to determine the applicable Screen Rate on the Quotation Day for any Interest Period for a Eurocurrency Borrowing, such applicable Screen Rate shall not be available for such Interest Period and/or for the applicable currency with respect to such Eurocurrency Borrowing for any reason, and the Administrative Agent shall reasonably determine that it is not possible to determine the Interpolated Rate (which conclusion shall be conclusive and binding absent manifest error), then the Reference Bank Rate shall be the LIBO Rate for such Interest Period for such Eurocurrency Borrowing; provided that if the Reference Bank Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement; provided, further, however, that if less than two Reference Banks shall supply a rate to the Administrative Agent for purposes of determining the LIBO Rate for such Eurocurrency Borrowing, (i) if such Borrowing shall be requested in Dollars, then such Borrowing shall be made as an ABR Borrowing at the Alternate Base Rate and (ii) if such Borrowing shall be requested in any Foreign Currency, the LIBO Rate shall be equal to the cost to each Lender to fund its pro rata share of such Eurocurrency Borrowing (from whatever source and using whatever methodologies as such Lender may select in its reasonable discretion, such rate, the "COF Rate").

(b) If prior to the commencement of any Interest Period for a Eurocurrency Borrowing:

(i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate or the LIBO Rate, as applicable (after giving effect to Section 2.14(a)), for a Loan in the applicable currency or for the applicable Interest Period; or

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

then the Administrative Agent shall give notice thereof to the applicable Borrower and the Lenders by telephone or telecopy as promptly as practicable thereafter and, until the Administrative Agent notifies the applicable Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurocurrency Borrowing in the applicable currency or for the applicable Interest Period, as the case may be, shall be ineffective, (ii) if any Borrowing Request requests a Eurocurrency Borrowing in Dollars, such Borrowing shall be made as an ABR Borrowing and (iii) if any Borrowing Request requests a Eurocurrency Borrowing in a Foreign Currency, then the LIBO Rate for such Eurocurrency Borrowing shall be the COF Rate; provided that if the circumstances giving rise to such notice affect only one Type of Borrowings, then the other Type of Borrowings shall be permitted.

SECTION 2.15. Increased Costs. (a) If any Change in Law shall:

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

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

(iii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, continuing, converting into or maintaining any Loan or of maintaining its obligation to make any such Loan or to increase the cost to such Lender, the Issuing Bank or such other Recipient of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender, the Issuing Bank or such other Recipient hereunder, whether of principal, interest or otherwise, then the applicable Borrower will pay to such Lender, the Issuing Bank or such other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, the Issuing Bank or such other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(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 adequacy and liquidity), 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 Company and shall be conclusive absent manifest error. The Company shall pay, or cause the other Borrowers to pay, such Lender or the Issuing Bank, as the case may be, the amount shown as due on any such certificate within ten (10) Business 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 Company 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 180 days prior to the date that such Lender or the Issuing Bank, as the case may be, notifies the Company of the Change in Law giving rise to such increased costs or reductions and of such Lender's or 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 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 2.16. Break Funding Payments. In the event of (a) the payment of any principal of any Eurocurrency Loan other than on the last day of an Interest Period applicable thereto

(including as a result of an Event of Default or as a result of any prepayment pursuant to Section 2.11), (b) the conversion of any Eurocurrency Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Eurocurrency Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.11(a) and is revoked in accordance therewith) or (d) the assignment of any Eurocurrency Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Company pursuant to Section 2.19, then, in any such event, the Borrowers shall compensate each Lender for the loss, cost and expense attributable to such event. Such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate (but excluding the margin applicable thereto) that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for deposits in the relevant currency of a comparable amount and period from other banks in the eurocurrency market. A certificate of any Lender setting forth in reasonable detail any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the applicable Borrower and shall be conclusive absent manifest error. The applicable Borrower shall pay such Lender the amount shown as due on any such certificate within ten (10) Business Days after receipt thereof.

SECTION 2.17. Taxes. (a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by a withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 2.17) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) Payment of Other Taxes by the Borrowers. The relevant Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for, Other Taxes.

(c) Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.17, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(d) Indemnification by the Loan Parties. The Loan Parties shall indemnify each Recipient, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; provided that such Recipient provides the Company the original or a copy of a receipt evidencing

payment thereof or other evidence reasonably acceptable to the Company. A certificate as to the amount of such payment or liability prepared in good faith and delivered to the relevant Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, in each case, accompanied by a written statement thereof setting forth in reasonable detail the basis and calculation of such amounts, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.04(c) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) Status of Lenders. (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrowers and the Administrative Agent, at the time or times required by applicable law or as reasonably requested by the Borrowers or the Administrative Agent, such properly completed and executed documentation required by applicable law or as reasonably requested by the Borrowers or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if required by applicable law or as reasonably requested by the Borrowers or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrowers or the Administrative Agent as will enable the Borrowers or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.17(f)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that any Borrower is a U.S. Person:

(A) any Lender that is a U.S. Person shall deliver to such Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of such Borrower or the Administrative Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. Federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to such Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of such Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed originals of IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed originals of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit G-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of such Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed originals of IRS Form W-8BEN; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, a U.S. Tax Compliance Certificate substantially in the form of Exhibit G-2 or Exhibit G-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit G-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to such Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of such Borrower or the Administrative Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. Federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit such Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to such Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by such Borrower or the Administrative Agent such documentation prescribed by applicable law (including as

prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by such Borrower or the Administrative Agent as may be necessary for such Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Company and the Administrative Agent in writing of its legal inability to do so.

(g) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.17 (including by the payment of additional amounts pursuant to this Section 2.17), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.17 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) Survival. Each party's obligations under this Section 2.17 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

(i) Defined Terms. For purposes of this Section 2.17, the term "Lender" includes the Issuing Bank and the term "applicable law" includes FATCA.

SECTION 2.18. Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

(a) Each Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.15, 2.16 or 2.17, or otherwise) prior to (i) in the case of payments denominated in Dollars, 12:00 noon, New York City time and (ii) in the case of payments denominated in a Foreign Currency, 12:00 noon, Local Time, in the city of the Administrative Agent's Eurocurrency Payment Office for such currency, in each case on the date when due, in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made (i) in the same currency in which the applicable Credit Event was made (or where such currency has been converted to euro, in euro)

and (ii) to the Administrative Agent at its offices at 10 South Dearborn Street, Chicago, Illinois 60603 or, in the case of a Credit Event denominated in a Foreign Currency, the Administrative Agent's Eurocurrency Payment Office for such currency, except payments to be made directly to the Issuing Bank or Swingline Lender as expressly provided herein and except that payments pursuant to Sections 2.15, 2.16, 2.17 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments denominated in the same currency received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. Notwithstanding the foregoing provisions of this Section, if, after the making of any Credit Event in any Foreign Currency, currency control or exchange regulations are imposed in the country which issues such currency with the result that the type of currency in which the Credit Event was made (the "Original Currency") no longer exists or any Borrower is not able to make payment to the Administrative Agent for the account of the Lenders in such Original Currency, then all payments to be made by such Borrower hereunder in such currency shall instead be made when due in Dollars in an amount equal to the Dollar Amount (as of the date of repayment) of such payment due, it being the intention of the parties hereto that the Borrowers take all risks of the imposition of any such currency control or exchange regulations.

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

(c) At the election of the Company, all payments of principal, interest, LC Disbursements, fees, premiums, reimbursable expenses (including, without limitation, all reimbursement for fees and expenses pursuant to Section 9.03), and other sums payable under the Loan Documents, may be paid from the proceeds of Borrowings made hereunder whether made following a request by a Borrower (or the Company on behalf of a Borrower) pursuant to Section 2.03 or a deemed request as provided in this Section or may be deducted from any deposit account of such Borrower maintained with the Administrative Agent. Each Borrower hereby irrevocably authorizes, at the Company's request, (i) the Administrative Agent to make a Borrowing for the purpose of paying each payment of principal, interest and fees as it becomes due hereunder or any other amount due under the Loan Documents and agrees that all such amounts charged shall constitute Loans (including Swingline Loans) and that all such Borrowings shall be deemed to have been requested pursuant to Sections 2.03 or 2.05, as applicable and (ii) the Administrative Agent to charge any deposit account of the relevant Borrower maintained with the Administrative Agent for each payment of principal, interest and fees as it becomes due hereunder or any other amount due under the Loan Documents.

(d) If, except as expressly provided herein, 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 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 Loans and participations in LC Disbursements and Swingline Loans and accrued interest thereon than the proportion received by any other similarly situated Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the 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 all such Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their

respective 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 any Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements and Swingline Loans to any assignee or participant, other than to the Company or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation in accordance with the terms of this Agreement.

(e) Unless the Administrative Agent shall have received notice from the relevant Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the Issuing 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 greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation (including without limitation the Overnight Foreign Currency Rate in the case of Loans denominated in a Foreign Currency).

(f) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.05(c), 2.06(d) or (e), 2.07(b), 2.18(e) or 9.03(c), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender and for the benefit of the Administrative Agent, the Swingline Lender or the Issuing Bank to satisfy such Lender's obligations to it under such Section until all such unsatisfied obligations are fully paid and/or (ii) hold any such amounts in a segregated account over which the Administrative Agent shall have exclusive control as cash collateral for, and application to, any future funding obligations of such Lender under any such Section; in the case of each of clauses (i) and (ii) above, in any order as determined by the Administrative Agent in its discretion.

SECTION 2.19. Mitigation Obligations; Replacement of Lenders. (a) If any Lender (or its Affiliate) requests compensation under Section 2.15, or if any Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender (or its Affliate) or any Governmental Authority for the account of any Lender (or its Affiliate) pursuant to Section 2.17, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as the case may be, in the future and (ii) would not subject such Lender (or its Affilate) to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender (or its Affiliate). The Company hereby agrees to pay all reasonable costs and expenses incurred by any Lender (or its Affiliate) in connection with any such designation or assignment.

(b) If (i) any Lender (or its Affiliate) requests compensation under Section 2.15, (ii) any Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender (or its Affiliate) or any Governmental Authority for the account of any Lender (or its Affiliate) pursuant to Section 2.17 or (iii) any Lender becomes a Defaulting Lender, then the Company may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights (other than its existing rights to payments pursuant to Sections 2.15 or 2.17) and obligations under the Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) such assignment is made in accordance with the terms of Section 9.04, (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 the Company (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Company to require such assignment and delegation cease to apply.

SECTION 2.20. Expansion Option. The Company may from time to time elect to increase the Revolving Commitments or enter into one or more tranches of incremental term loans (each an "Incremental Term Loan"), in each case in minimum increments of $15,000,000 so long as, after giving effect thereto, the aggregate amount of such increases in Revolving Commitments and all such Incremental Term Loans does not exceed $500,000,000. The Company may arrange for any such increase or tranche to be provided by one or more Lenders (each Lender so agreeing to an increase in its Revolving Commitment or provide a Revolving Commitment (in the case of an existing Term Lender), or to participate in such Incremental Term Loans, an "Increasing Lender"), or by one or more new banks, financial institutions or other entities (each such new bank, financial institution or other entity, an "Augmenting Lender"; provided that no Ineligible Institution may be an Augmenting Lender), which agree to increase their existing Revolving Commitments, or to participate in such Incremental Term Loans, or provide new Revolving Commitments, as the case may be; provided that (i) each Augmenting Lender, shall be subject to the approval of the Company and the Administrative Agent (which approval shall not be unreasonably withheld and shall be evidenced by the Administrative Agent's execution of the agreement substantially in the form of Exhibit C or Exhibit D, as the case may be) and (ii) (x) in the case of an Increasing Lender, the Company and such Increasing Lender execute an agreement substantially in the form of Exhibit C hereto, and (y) in the case of an Augmenting Lender, the Company and such Augmenting Lender execute an agreement substantially in the form of Exhibit D hereto. No consent of any Lender (other than the Lenders participating in the increase or any Incremental Term Loan, which consent shall be deemed to have occurred upon execution of an agreement substantially in the form of Exhibit C or Exhibit D, as the case may be) shall be required for any increase in Revolving Commitments or Incremental Term Loan pursuant to this Section 2.20. Increases and new Revolving Commitments and Incremental Term Loans created pursuant to this Section 2.20 shall become effective on the date agreed by the Company, the Administrative Agent and the relevant Increasing Lenders or Augmenting Lenders, and the Administrative Agent shall notify each Lender thereof. Notwithstanding the foregoing, no increase in the Revolving Commitments (or in the Revolving Commitment of any Lender) or tranche of Incremental Term Loans shall become effective under this paragraph unless, (i) on the proposed date of the effectiveness of such increase or, in the case of Incremental Term Loans, on the date specified in the agreement substantially in the form of Exhibit C or Exhibit D, as the case may be, (A) the conditions set forth in paragraphs (a) and (b) of Section 4.03 shall be satisfied or waived by the Administrative Agent, the Increasing Lenders and the Augmenting Lenders and the Administrative Agent shall have received a

certificate to that effect dated such date and executed by a Financial Officer of the Company and (B) the Company shall be in compliance (on a pro forma basis) with the covenants contained in Section 6.05 and (ii) the Administrative Agent shall have received (to the extent not previously received, or to the extent reasonably requested, in each case by the Administrative Agent) documents and opinions consistent with those delivered on the Closing Date as to the organizational power and authority of the Borrowers to borrow hereunder after giving effect to such increase. On the effective date of any increase in the Revolving Commitments or any Incremental Term Loans being made, (i) each relevant Increasing Lender and Augmenting Lender shall make available to the Administrative Agent such amounts in immediately available funds as the Administrative Agent shall determine, for the benefit of the other Lenders, as being required in order to cause, after giving effect to such increase and the use of such amounts to make payments to such other Lenders, each Lender's portion of the outstanding Revolving Loans of all the Lenders to equal its Applicable Percentage of such outstanding Revolving Loans, and (ii) except in the case of any Incremental Term Loans, the Borrowers shall be deemed to have repaid and reborrowed all outstanding Revolving Loans as of the date of any increase in the Revolving Commitments (with such reborrowing to consist of the Types of Revolving Loans, with related Interest Periods if applicable, specified in a notice delivered by the applicable Borrower, or the Company on behalf of the applicable Borrower, in accordance with the requirements of Section 2.03). The deemed payments made pursuant to clause (ii) of the immediately preceding sentence shall be accompanied by payment of all accrued interest on the amount prepaid and, in respect of each Eurocurrency Loan, shall be subject to indemnification by the Borrowers pursuant to the provisions of Section 2.16 if the deemed payment occurs other than on the last day of the related Interest Periods. The Incremental Term Loans (a) shall rank pari passu in right of payment with the Revolving Loans and the initial Term Loans, (b) shall not mature earlier than the latest Maturity Date hereunder (but may have amortization prior to such date) and (c) shall be treated substantially the same as (and in any event no more favorably than) the Revolving Loans and the initial Term Loans; provided that (i) the terms and conditions applicable to any tranche of Incremental Term Loans maturing after the latest Maturity Date hereunder then in effect at the time of the effectiveness of such tranche of Incremental Term Loans may provide for material additional or different financial or other covenants or prepayment requirements applicable only during periods after such Maturity Date or, so long as also applying for the benefit of the Term Loans and Revolving Loans outstanding prior to giving effect thereto, may provide for additional covenants and/or events of default agreed upon by the Company, the Administrative Agent, the Augmenting Lenders and the Increasing Lenders and (ii) the Incremental Term Loans may be priced differently than the Revolving Loans and the initial Term Loans and may provide for amortization payments as agreed upon by the Company, the Administrative Agent, the Augmenting Lenders and the Increasing Lenders. Incremental Term Loans may be made hereunder pursuant to an amendment or restatement (an "Incremental Term Loan Amendment") of this Agreement and, as appropriate, the other Loan Documents, executed by the Borrowers, each Increasing Lender participating in such tranche, each Augmenting Lender participating in such tranche, if any, and the Administrative Agent. The Incremental Term Loan Amendment may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent, to effect the provisions of this Section 2.20. Nothing contained in this Section 2.20 shall constitute, or otherwise be deemed to be, a commitment on the part of any Lender to increase its Revolving Commitment hereunder, or provide Incremental Term Loans, at any time (other than as otherwise expressly agreed to by any applicable Lender in the agreements substantially in the form of Exhibit C and Exhibit D as provided above).

SECTION 2.21. Judgment Currency. If for the purposes of obtaining judgment in any court it is necessary to convert a sum due from any Borrower hereunder in the currency expressed to be payable herein (the "specified currency") into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the specified currency with such other currency at the Administrative Agent's main New York City office on the Business Day

preceding that on which final, non-appealable judgment is given. The obligations of each Borrower in respect of any sum due to any Lender or the Administrative Agent hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by such Lender or the Administrative Agent (as the case may be) of any sum adjudged to be so due in such other currency such Lender or the Administrative Agent (as the case may be) may in accordance with normal, reasonable banking procedures purchase the specified currency with such other currency. If the amount of the specified currency so purchased is less than the sum originally due to such Lender or the Administrative Agent, as the case may be, in the specified currency, each Borrower agrees, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify such Lender or the Administrative Agent, as the case may be, against such loss, and if the amount of the specified currency so purchased exceeds (a) the sum originally due to any Lender or the Administrative Agent, as the case may be, in the specified currency and (b) any amounts shared with other Lenders as a result of allocations of such excess as a disproportionate payment to such Lender under Section 2.18, such Lender or the Administrative Agent, as the case may be, agrees to remit such excess to such Borrower.

SECTION 2.22. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) fees shall cease to accrue on the Commitment of such Defaulting Lender pursuant to Section 2.12(a);

(b) the Commitment and Credit Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 9.02); provided, that, except as otherwise provided in Section 9.02, this clause (b) shall not apply to the vote of a Defaulting Lender except as expressly permitted by the last sentence set forth in Section 9.02(b);

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

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

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Company shall within two (2) Business Days following notice by the Administrative Agent (x) first, prepay such Swingline Exposure and (y) second, cash collateralize for the benefit of the Issuing Bank only the Borrowers' obligations corresponding to such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.06(j) for so long as such LC Exposure is outstanding or such Person remains a Defaulting Lender;

(iii) if the Company cash collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to clause (ii) above, the Borrowers shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.12(b) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is cash collateralized;

(iv) if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Section 2.12(b) shall be adjusted in accordance with such non-Defaulting Lenders' Applicable Percentages; and

(v) if all or any portion of such Defaulting Lender's LC Exposure is neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of the Issuing Bank or any other Lender hereunder, all facility fees that otherwise would have been payable to such Defaulting Lender (solely with respect to the portion of such Defaulting Lender's Commitment that was utilized by such LC Exposure) and letter of credit fees payable under Section 2.12(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the Issuing Bank until and to the extent that such LC Exposure is reallocated and/or cash collateralized; and

(d) so long as such 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 is satisfied that the related exposure and the Defaulting Lender's then outstanding LC Exposure will be 100% covered by the Revolving Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Company in accordance with Section 2.22(c), and participating interests in any such newly made Swingline Loan or any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.22(c)(i) (and such Defaulting Lender shall not participate therein).

If (i) a Bankruptcy Event with respect to a Lender Parent shall occur following the date hereof and for so long as such event shall continue or (ii) the Swingline Lender or the Issuing Bank has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, 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 the Swingline Lender or the Issuing Bank, as the case may be, shall have entered into arrangements with the Company or such Lender, satisfactory to the Swingline Lender or the Issuing Bank, as the case may be, to defease any risk to it in respect of such Lender hereunder.

In the event that the Administrative Agent, the Company, 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 Commitment and on such date such Lender shall purchase at par such of the 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 Loans in accordance with its Applicable Percentage. At such time, any cash collateral provided by the Company in accordance with Section (c)(ii) above shall be promptly returned to the Company.

SECTION 2.23. Designation of Subsidiary Borrowers. The Company may at any time and from time to time designate any Eligible Subsidiary as a Subsidiary Borrower by delivery to the Administrative Agent of a Borrowing Subsidiary Agreement executed by such Subsidiary and the Company and the satisfaction of the other conditions precedent set forth in Section 4.03, and upon such delivery and satisfaction such Subsidiary shall for all purposes of this Agreement be a Subsidiary Borrower and a party to this Agreement. Each Subsidiary Borrower shall remain a Subsidiary Borrower until the Company shall have executed and delivered to the Administrative Agent a Borrowing Subsidiary Termination with respect to such Subsidiary, whereupon such Subsidiary shall cease to be a Subsidiary Borrower and a party to this Agreement. Notwithstanding the preceding sentence, no Borrowing Subsidiary Termination will become effective as to any Subsidiary Borrower at a time when any principal of or interest on any Loan to such Borrower shall be outstanding hereunder, provided that such Borrowing

Subsidiary Termination shall be effective to terminate the right of such Subsidiary Borrower to make further Borrowings under this Agreement. As soon as practicable upon receipt of a Borrowing Subsidiary Agreement, the Administrative Agent shall furnish a copy thereof to each Lender.

Notwithstanding anything set forth herein or in any other Loan Document to the contrary, (i) the parties agree that the obligations of Borrowers hereunder to make payments of principal and interest regarding the Loans are not joint and several obligations of Borrowers (other than as expressly set forth in Article X solely with respect to the Company), and (ii) the parties agree that the Subsidiary Borrowers are not obligated to pay, and do not guaranty, collaterally support or otherwise have any responsibility with respect to, the obligations of the Company.

SECTION 2.24. Extension of Maturity Date.

(a) Requests for Extension. The Company may, by notice to the Administrative Agent (who shall promptly notify the applicable Class of Lenders) not earlier than 180 days and not later than 30 days prior to each anniversary of the Effective Date (each such date, an "Extension Date"), request that each Lender extend such Lender's Revolving Credit Maturity Date or Term Loan Maturity Date, as the case may be, to the date that is one year after the applicable Maturity Date then in effect for such Lender (the "Existing Maturity Date").

(b) Lender Elections to Extend. Each Lender of the applicable Class, acting in its sole and individual discretion, shall, by notice to the Administrative Agent given not later than the date that is 15 days after the date on which the Administrative Agent received the Company's extension request (the "Lender Notice Date"), advise the Administrative Agent whether or not such Lender agrees to such extension (each applicable Lender that determines to so extend its Revolving Credit Maturity Date or Term Loan Maturity Date, as the case may be, an "Extending Lender"). Each Lender of the applicable Class that determines not to so extend its Revolving Credit Maturity Date or Term Loan Maturity Date, as the case may be (a "Non-Extending Lender"), shall notify the Administrative Agent of such fact promptly after such determination (but in any event no later than the Lender Notice Date), and any Lender of the applicable Class that does not so advise the Administrative Agent on or before the Lender Notice Date shall be deemed to be a Non-Extending Lender. The election of any Lender to agree to such extension shall not obligate any other Lender to so agree, and it is understood and agreed that no Lender shall have any obligation whatsoever to agree to any request made by the Company for extension of the Revolving Credit Maturity Date or the Term Loan Maturity Date.

(c) Notification by Administrative Agent. The Administrative Agent shall notify the Company of each applicable Lender's determination under this Section no later than the date that is the earlier of (i) 15 days prior to the applicable Extension Date (or, if such date is not a Business Day, on the next preceding Business Day) and (ii) 20 days following the Lender Notice Date.

(d) Additional Commitment Lenders. The Company shall have the right, but shall not be obligated, on or before the applicable Maturity Date for any Non-Extending Lender to replace such Non-Extending Lender with, and add as "Revolving Lenders" (in the case of any extension of the Revolving Credit Maturity Date) or add as "Term Lenders" (in the case of any extension of the Term Loan Maturity Date) under this Agreement in place thereof, one or more financial institutions (each, an "Additional Commitment Lender") approved by the Administrative Agent in accordance with the procedures provided in Section 2.19(b), each of which applicable Additional Commitment Lenders shall have entered into an Assignment and Assumption (in accordance with and subject to the restrictions contained in Section 9.04, with the Company or replacement Lender obligated to pay any applicable processing or recordation fee) with such Non-Extending Lender (and each Non-Extending Lender agrees to so execute such Assignment and Assumption), pursuant to which such Additional Commitment

Lenders shall, effective on or before the applicable Maturity Date for such Non-Extending Lender, assume a Revolving Commitment or Term Loan Commitment, as the case may be (and, if any such Additional Commitment Lender is already a Lender of the applicable Class, its Commitment of such Class shall be in addition to such Lender's Commitment of such Class hereunder on such date). Prior to any Non-Extending Lender being replaced by one or more Additional Commitment Lenders pursuant hereto, such Non-Extending Lender may elect, in its sole discretion, by giving irrevocable notice thereof to the Administrative Agent and the Company (which notice shall set forth such Lender's new Maturity Date), to become an Extending Lender. The Administrative Agent may effect such amendments to this Agreement as are reasonably necessary to provide for any such extensions with the consent of the Company but without the consent of any other Lenders; provided that any amendments to the scheduled amortization of the Term Loans held by Extending Lenders and any Additional Commitment Lenders shall be subject to the consent of the applicable Extending Lenders and Additional Commitment Lenders.

(e) Minimum Extension Requirement. If (and only if) the total of the applicable Commitments of the Lenders of the applicable Class that have agreed to extend their Maturity Date and the new or increased Commitments of such Class of any Additional Commitment Lenders is more than 50% of the aggregate amount of the Commitments of such Class in effect immediately prior to the applicable Extension Date, then, effective as of the applicable Extension Date, the applicable Maturity Date of each Extending Lender and of each Additional Commitment Lender of the applicable Class shall be extended to the date that is one year after the Existing Maturity Date for such Class of Commitments (except that, if such date is not a Business Day, such Maturity Date as so extended shall be the next preceding Business Day) and each Additional Commitment Lender of such Class shall thereupon become a "Revolving Lender" or a "Term Lender", as the case may be, for all purposes of this Agreement and shall be bound by the provisions of this Agreement as a Revolving Lender or a Term Lender, as the case may be, hereunder and shall have the obligations of a Revolving Lender or a Term Lender, as the case may be, hereunder.

(f) Conditions to Effectiveness of Extension. Notwithstanding the foregoing, (x) no more than two (2) extensions of the Revolving Credit Maturity Date and no more than two (2) extensions of the Term Loan Maturity Date shall be permitted hereunder and (y) any extension of any Maturity Date pursuant to this Section 2.24 shall not be effective with respect to any Extending Lender and each Additional Commitment Lender unless:

(i) the Company, the Administrative Agent, each Extending Lender and each Additional Commitment Lender (if any) shall have entered into a letter agreement confirming the applicable extension (the date of such letter agreement, the "Confirmation Date");

(ii) no Default or Event of Default shall have occurred and be continuing on the applicable Confirmation Date and immediately after giving effect thereto;

(iii) the representations and warranties of the Company set forth in this Agreement (excluding the representations and warranties set forth in Sections 3.04(b) and 3.06(a)) are true and correct in all material respects (or, in the case of any such representation or warranty qualified by materiality or Material Adverse Effect, in all respects) on and as of the applicable Confirmation Date and after giving effect (including pro forma effect) thereto, as though made on and as of such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date); and

(iv) the Administrative Agent shall have received a certificate from the Company signed by a Financial Officer of the Company (A) certifying the accuracy of the foregoing clauses (ii) and (iii) and (B) certifying and attaching the resolutions (if any are required) adopted by each Borrower approving or consenting to such extension.

(g) Maturity Date for Non-Extending Lenders. On the applicable Maturity Date of each Non-Extending Lender of the relevant Class, (i) the Commitment of each Non-Extending Lender of such Class shall automatically terminate and (ii) the Company shall repay such Non-Extending Lender of such Class in accordance with Section 2.10 (and shall pay to such Non-Extending Lender all of the other Obligations owing to it under this Agreement) and after giving effect thereto shall prepay any Loans of the applicable Class outstanding on such date (and pay any additional amounts required pursuant to Section 2.16) to the extent necessary to keep outstanding Loans of the applicable Class ratable with any revised Applicable Percentages of the respective Lenders of such Class effective as of such date, and the Administrative Agent shall administer any necessary reallocation of the applicable Credit Exposures (without regard to any minimum borrowing, pro rata borrowing and/or pro rata payment requirements contained elsewhere in this Agreement).

(h) Conflicting Provisions. This Section shall supersede any provisions in Section 2.18 or Section 9.02 to the contrary.

ARTICLE III

Representations and Warranties

Each Borrower represents and warrants to the Lenders that:

SECTION 3.01. Organization; Powers; Subsidiaries. Each of the Company and its Subsidiaries is duly organized, validly existing and in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing (to the extent such concept is applicable) in, every jurisdiction where such qualification is required. Schedule 3.01 hereto identifies, as of the Closing Date, each Subsidiary, noting the jurisdiction of its incorporation or organization, as the case may be, the percentage of issued and outstanding shares of each class of its capital stock or other equity interests owned by the Company and the other Subsidiaries and, if such percentage is not 100% (excluding directors' qualifying shares as required by law), a description of each class issued and outstanding. All of the outstanding shares of capital stock and other equity interests of each Subsidiary are validly issued and outstanding and fully paid and nonassessable and all such shares and other equity interests owned by the Company or another Subsidiary are owned, beneficially and of record, by the Company or any Subsidiary free and clear of all Liens other than Liens permitted under Section 6.02. As of the Closing Date, there are no outstanding commitments or other obligations of the Company or any Subsidiary to issue, and no options, warrants or other rights of any Person to acquire, any shares of any class of capital stock or other equity interests of any Subsidiary.

SECTION 3.02. Authorization; Enforceability. The Transactions are within each Loan Party's organizational powers and have been duly authorized by all necessary organizational actions and, if required, actions by equity holders. The Loan Documents to which each Loan Party is a party have been duly executed and delivered by such Loan Party and constitute a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.03. Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect, (b) will not violate any applicable law or regulation or the charter, by-laws or other organizational documents of the Company or any of its Subsidiaries or any order of any Governmental Authority, (c) will not violate or result in a default under any material indenture, material agreement or other material instrument binding upon the Company or any of its Subsidiaries or its assets, or give rise to a right thereunder to require any payment to be made by the Company or any of its Subsidiaries, and (d) will not result in the creation or imposition of any Lien on any asset of the Company or any of its Subsidiaries.

SECTION 3.04. Financial Condition; No Material Adverse Change. (a) The Company has heretofore furnished to the Lenders its consolidated balance sheet and statements of income, stockholders equity and cash flows as of and for the fiscal year ended December 31, 2013 reported on by Deloitte & Touche LLP, independent public accountants. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the Company and its consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP.

(b) Since December 31, 2013, there has been no material adverse change in the business, assets, operations or financial condition of the Company and its Subsidiaries, taken as a whole.

SECTION 3.05. Properties. (a) Each of the Company and its Subsidiaries has good title to, or valid leasehold interests in, all its real and personal property material to the conduct of the business of the Company and its Subsidiaries taken as a whole, except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes.

(b) Each of the Company and its Subsidiaries owns, or is licensed to use, all trademarks, tradenames, copyrights, patents and other intellectual property material to its business, and the use thereof by the Company and its Subsidiaries does not, to the Company's knowledge, infringe upon the rights of any other Person, except for any such infringements that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

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

(b) 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, neither the Company nor any of its Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law or (ii) has become subject to or knows of any basis for any Environmental Liability.

SECTION 3.07. Compliance with Laws and Agreements. Each of the Company and its Subsidiaries is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.08. Investment Company Status. Neither the Company nor any of its Subsidiaries is, or is required to be registered, an "investment company" as defined in the Investment Company Act of 1940.

SECTION 3.09. Taxes. Each of the Company and its Subsidiaries has timely filed or caused to be filed all Tax 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 Company or such Subsidiary, as applicable, has set aside on its books adequate reserves or (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

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.

SECTION 3.11. Disclosure. Neither the Information Memorandum nor any of the other material written reports, financial statements, certificates or other information furnished by or on behalf of the Company or any Subsidiary (other than projections, forward looking statements and other than information of a general economic or industry specific nature) to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished and when taken as a whole) contained when furnished 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 materially misleading; provided that, with respect to projected financial information, the Borrowers represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time prepared; it being understood that such projected financial information is as to future events and is not to be viewed as facts, projections are subject to significant uncertainties and contingencies, many of which are beyond the Company's and its Subsidiaries' control and no assurance can be given that any particular projections will be realized and actual results during the period or periods covered by any such projections may differ from the projected results and such differences may be material.

SECTION 3.12. Federal Reserve Regulations. No part of the proceeds of any Loan have been used or will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X.

SECTION 3.13. No Default. No Default or Event of Default has occurred and is continuing.

SECTION 3.14. Anti-Corruption Laws and Sanctions. The Company has implemented and maintains in effect policies and procedures designed to ensure compliance by the Company, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws, the Patriot Act and applicable Sanctions, and the Company, its Subsidiaries and their respective officers and employees and to the knowledge of the Company its directors and agents, are in compliance with Anti-Corruption Laws, the Patriot Act and applicable Sanctions in all material respects. None of (a) the Company, any Subsidiary or to the knowledge of the Company or such Subsidiary any of their respective directors, officers or employees, or (b) to the knowledge of the Company, any agent of the Company or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person or is in violation of the Patriot Act. No Borrowing or Letter of Credit, use of proceeds or other Transactions will be used by the Company or any Subsidiary Borrower in a manner which would violate Anti-Corruption Laws or applicable Sanctions.

ARTICLE IV

Conditions

SECTION 4.01. Closing Date. This Agreement shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02):

(a) The Administrative Agent (or its counsel) shall have received (i) from each party hereto either (A) a counterpart of this Agreement signed on behalf of such party or (B) written evidence satisfactory to the Administrative Agent (which may include telecopy or electronic transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement and (ii) duly executed copies of the Loan Documents and such other legal opinions, certificates, documents, instruments and agreements as the Administrative Agent shall reasonably request in connection with the Transactions, all in form and substance satisfactory to the Administrative Agent and its counsel and as further described in the list of closing documents attached as Exhibit E.

(b) The Administrative Agent shall have received favorable written opinions (in each case addressed to the Administrative Agent and the Lenders and dated the Closing Date) of counsels for the Loan Parties covering such matters relating to the Loan Parties, the Loan Documents or the Transactions as the Administrative Agent shall reasonably request. The Company hereby requests such counsel to deliver such opinions.

(c) The Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of the initial Loan Parties, the authorization of the Transactions and any other legal matters relating to such Loan Parties, the Loan Documents or the Transactions, all in form and substance satisfactory to the Administrative Agent and its counsel and as further described in the list of closing documents attached as Exhibit E.

(d) The Administrative Agent shall have received a certificate, dated the Closing Date and signed by the President, a Vice President or a Financial Officer of the Company, certifying (i) that the representations and warranties contained in Article III are true and correct as of such date and (ii) that no Default or Event of Default has occurred and is continuing as of such date.

The Administrative Agent shall notify the Company and the Lenders of the Closing Date, and such notice shall be conclusive and binding. Each Lender, by delivering its signature page to this Agreement, shall be deemed to have consented to and approved, each Loan Document and each other document required to be approved by any Lender on the Closing Date.

SECTION 4.02. 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 9.02):

(a) The Administrative Agent shall have received evidence reasonably satisfactory to it that the credit facilities (the "Existing Credit Facilities") evidenced by the Term Loan Agreement dated as of January 26, 2012 between the Company and JPMorgan Chase Bank, N.A., as amended, the Amended and Restated Revolving and Term Loan Agreement, dated as of January 9, 2012, between the Company and SunTrust Bank, as amended, and the Term Loan Agreement dated as of July 1, 2013 between the Company and Bank of America, N.A., as amended, in each case shall have been terminated and cancelled and all indebtedness thereunder shall have been or shall, substantially concurrently herewith, fully repaid (except to the extent being so repaid with the initial Loans) and any and all liens thereunder shall have been terminated.

(b) (i) The Administrative Agent shall have received, or, substantially concurrently herewith shall receive, all fees and other amounts due and payable on or prior to the Effective Date, including, to the extent invoiced at least one (1) Business Day prior to the Effective Date, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Company hereunder (which fees and expenses may be paid from the proceeds of the Loans funded on the Effective Date) and (ii) each Joint Bookrunner shall have received, or, substantially concurrently herewith shall receive, all fees as agreed upon between such Joint Bookrunner and the Company (which fees and expenses may be paid from the proceeds of the Loans funded on the Effective Date).

(c) The Administrative Agent shall have received evidence reasonably satisfactory to it that the acquisition by the Company of The Wright Insurance Group, LLC shall have been, or shall be, consummated substantially concurrently with the Effective Date.

The Administrative Agent shall notify the Company and the Lenders of the Effective Date, and such notice shall be conclusive and binding. Each Lender party to this Agreement as of the Effective Date shall be deemed to have consented to and approved each Loan Document and each other document required to be approved by any Lender on the Effective Date. Notwithstanding the foregoing, the obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit hereunder on or after the Effective Date shall not become effective unless each of the foregoing conditions is satisfied (or waived pursuant to Section 9.02) at or prior to 4:00 p.m., New York City time, on May 30, 2014.

SECTION 4.03. Each Credit Event. The obligation of each Lender to make a Loan (excluding any continuation or conversion of a Eurocurrency Loan, any loans "deemed" made under this Agreement in respect of any reallocation expressly provided herein and any Incremental Term Loan (which shall be governed by Section 2.20)) and of the Issuing Bank to issue, increase, renew or extend any Letter of Credit, is subject to the satisfaction of the following conditions:

(a) The representations and warranties of the Borrowers set forth in this Agreement (excluding the representations and warranties set forth in Sections 3.04(b) and 3.06(a)) shall be true and correct in all material respects (or, in the case of any such representation or warranty qualified by materiality or Material Adverse Effect, in all respects) on and as of the date of such Loan or the date of issuance, increase, renewal or extension of such Letter of Credit, as applicable.

(b) At the time of and immediately after giving effect to such Loan or the issuance, increase, renewal or extension of such Letter of Credit, as applicable, no Default or Event of Default shall have occurred and be continuing.

The making of each Loan (other than as excluded pursuant to the first sentence of this Section 4.03) and each issuance, increase, renewal or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Borrowers on the date thereof as to the matters specified in paragraphs (a) and (b) of this Section.

SECTION 4.04. Designation of a Subsidiary Borrower. The designation of a Subsidiary Borrower pursuant to Section 2.23 is subject to the condition precedent that the Company or such proposed Subsidiary Borrower shall have furnished or caused to be furnished to the Administrative Agent:

(a) Copies, certified by the Secretary or Assistant Secretary of such Subsidiary, of its Board of Directors' resolutions (and resolutions of other bodies, if any are deemed necessary by counsel for the Administrative Agent) approving the Borrowing Subsidiary Agreement and any other Loan Documents to which such Subsidiary is becoming a party and such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of such Subsidiary;

(b) An incumbency certificate, executed by the Secretary or Assistant Secretary of such Subsidiary, which shall identify by name and title and bear the signature of the officers of such Subsidiary authorized to request Borrowings hereunder and sign the Borrowing Subsidiary Agreement and the other Loan Documents to which such Subsidiary is becoming a party, upon which certificate the Administrative Agent and the Lenders shall be entitled to rely until informed of any change in writing by the Company or such Subsidiary;

(c) Opinions of counsel to such Subsidiary, in form and substance reasonably satisfactory to the Administrative Agent and its counsel, with respect to the laws of its jurisdiction of organization and such other matters as are reasonably requested by counsel to the Administrative Agent and addressed to the Administrative Agent and the Lenders;

(d) Any promissory notes requested by any Lender, and any other instruments and documents reasonably requested by the Administrative Agent; and

(e) Any documentation and other information that is reasonably requested by the Administrative Agent or any of the Lenders and that is required by regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the Patriot Act.

ARTICLE V

Affirmative Covenants

Commencing on the Effective Date and 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, terminated or been cash collateralized as provided herein, in each case, without any pending draw, and all LC Disbursements shall have been reimbursed, the Company covenants and agrees with the Lenders that:

SECTION 5.01. Financial Statements and Other Information. The Company will furnish to the Administrative Agent:

(a) within ninety (90) days after the end of each fiscal year of the Company (or, if earlier, by the date that the Annual Report on Form 10-K of the Company for such fiscal year would be required to be filed under the rules and regulations of the SEC, giving effect to any extension available thereunder for the filing of such form pursuant to Rule 12(b)-25 of the United States Securities Exchange Act of 1934), its audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by Deloitte & Touche 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 (other than such exception or qualification that is with respect to, or expressly resulting solely from, the occurrence of an upcoming Maturity Date under this Agreement that is scheduled to occur within one year from the time such report and opinion are delivered)) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Company and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

(b) within sixty (60) days after the end of each of the first three fiscal quarters (commencing with the fiscal quarter ending on or about June 30, 2014) of each fiscal year of the Company (or, if earlier, by the date that the Quarterly Report on Form 10-Q of the Company for such fiscal quarter would be required to be filed under the rules and regulations of the SEC, giving effect to any extension available thereunder for the filing of such form pursuant to Rule 12(b)-25 of the United States Securities Exchange Act of 1934), its consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its Financial Officers as presenting fairly in all material respects the financial condition and results of operations of the Company and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c) concurrently with any delivery of financial statements under clause (a) or (b) above, a certificate of a Financial Officer of the Company in the form of Exhibit B attached hereto (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 and (ii) setting forth reasonably detailed calculations demonstrating compliance with Section 6.05;

(d) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by the Company or any Subsidiary with the SEC, or any Governmental Authority succeeding to any or all of the functions of said commission, or with any national securities exchange;

(e) promptly after the Company becomes aware that Moody's or S&P shall have announced a change in the rating established for the Index Debt, written notice of such rating change; and

(f) promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of the Company or any Subsidiary, or compliance with the terms of this Agreement, as the Administrative Agent or any Lender may reasonably request.

Documents required to be delivered pursuant to clauses (a), (b) and (d) of this Section 5.01 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which such documents are filed for public availability on the SEC's Electronic Data Gathering and Retrieval System; provided that the Company shall notify (which may be by facsimile or electronic mail) the Administrative Agent of the filing of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Notwithstanding anything contained herein, in every instance the Company shall be required to provide paper copies of the compliance certificates required by clause (c) of this Section 5.01 to the Administrative Agent.

SECTION 5.02. Notices of Material Events. The Company will furnish written notice to the Administrative Agent promptly upon a Responsible Officer of the Company obtaining knowledge thereof:

(a) the occurrence of any Default;

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

(c) 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 a Material Adverse Effect; and

(d) 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 a Financial Officer or other executive officer of the Company setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03. Existence; Conduct of Business. The Company will, and will cause each of its Material Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence in its jurisdiction of organization and the rights, qualifications, licenses, permits, privileges, franchises, governmental authorizations and intellectual property rights material to the conduct of its business; provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution not prohibited herein.

SECTION 5.04. Payment of Taxes. The Company will, and will cause each of its Subsidiaries to, pay its Tax liabilities that, if not paid, could reasonably be expected to 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, and (b) the Company or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP.

SECTION 5.05. Maintenance of Properties; Insurance. The Company will, and will cause each of its Subsidiaries to, (a) keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, and (b) 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.

SECTION 5.06. Books and Records; Inspection Rights. The Company will, and will cause each of its Subsidiaries to, keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities. The Company will, and will cause each of its Subsidiaries to, permit any representatives designated by the Administrative Agent, upon reasonable prior notice to a Financial Officer and during regular business hours, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested; provided that (i) a Financial Officer or other officer appointed by a Financial Officer shall be given notice and an opportunity to participate with any discussions with officers and independent accountants, and (ii) so long as no Event of Default has occurred and is continuing, the Administrative Agent shall not exercise such rights set forth in this sentence more one time in any twelve month period. Notwithstanding anything to the contrary in this Section, none of the Company nor any Subsidiary will be required to disclose or permit the inspection of any document, information or other matter (x) in respect of which disclosure to the Administrative Agent (or its representatives or contractors) is prohibited by law or any binding agreement not entered not in contemplation of avoiding such inspection and disclosure rights or (y) that is subject to attorney-client or similar privilege or constitutes attorney work product. The Company acknowledges that the

Administrative Agent, after exercising its rights of inspection, may prepare and distribute to the Lenders certain reports pertaining to the Company and its Subsidiaries' assets for internal use by the Administrative Agent and the Lenders.

SECTION 5.07. Compliance with Laws . The Company will, and will cause each of its Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property (including without limitation Environmental Laws), except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. The Company will maintain in effect and enforce policies and procedures designed to ensure compliance by the Company, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

SECTION 5.08. Use of Proceeds. The proceeds of the Loans will be used only to refinance certain existing Indebtedness of the Company and for general corporate purposes (including Acquisitions, investments and other transactions not prohibited by the terms hereof) of the Company and its Subsidiaries. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X. No Borrower will request any Borrowing or Letter of Credit, and no Borrower shall use, and the Company shall procure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Borrowing or Letter of Credit (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

ARTICLE VI

Negative Covenants

Commencing on the Effective Date and 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, terminated or been cash collateralized as provided herein, in each case, without any pending draw, and all LC Disbursements shall have been reimbursed, the Company covenants and agrees with the Lenders that:

SECTION 6.01. Indebtedness. The Company will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Indebtedness, except:

(a) the Obligations;

(b) Indebtedness existing on the date hereof and set forth in Schedule 6.01 (other than the Existing Credit Facilities), including, without limitation, any borrowings or other extensions of credit under revolving lines of credit reflected on such schedule in an amount up to the commitment under such lines of credit as in effect on the date hereof and extensions, renewals and replacements of any such Indebtedness with Indebtedness of a similar type that does not increase the outstanding principal amount (or commitment amount, as the case may be) thereof;

(c) Intercompany Loans (i) set forth on Schedule 6.01, (ii) between Borrowers, (iii) between the Company and its Subsidiaries in North America or between North American Subsidiaries, and (iv) unless otherwise permitted under the foregoing clause (ii), Intercompany Loans with Decus Holding (UK), Limited (UK), a London based company provided that the amount of such loans incurred pursuant to this clause (iv) may not at any one time exceed the principal amount of $10,000,000;

(d) Guarantees by the Company of Indebtedness of any Subsidiary and by any Subsidiary of Indebtedness of the Company or any other Subsidiary;

(e) Indebtedness of the Company or any Subsidiary incurred to finance the acquisition, construction or improvement of any fixed or capital assets, including Capital Lease Obligations and any Indebtedness assumed in connection with the acquisition of any such assets or secured by a Lien on any such assets prior to the acquisition thereof, and extensions, renewals and replacements of any such Indebtedness that do not increase the outstanding principal amount thereof; provided that (i) such Indebtedness is incurred prior to or within ninety (90) days after such acquisition or the completion of such construction or improvement and (ii) the aggregate principal amount of Indebtedness permitted by this clause (e) shall not exceed $50,000,000 at any time outstanding;

(f) Indebtedness of the Company or any Subsidiary as an account party in respect of letters of credit or bankers' acceptances;

(g) Insurance Company Payables and Guarantees by the Company or its Subsidiaries in respect thereof;

(h) unsecured Indebtedness of the Company or any Subsidiary Borrower so long as at the time of and immediately after giving effect (including giving effect on a pro forma basis) to such Indebtedness (i) no Default or Event of Default shall have occurred and be continuing and (ii) the Company shall be in compliance with the financial covenants set forth in Section 6.05;

(i) hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk;

(j) Indebtedness to banks and other financial institutions in respect of employee credit card programs, automatic clearinghouse arrangements and other cash management and similar arrangements in the ordinary course of business;

(k) Indebtedness in respect of performance bonds, bid bonds, appeal bonds, surety bonds and completion guarantees and similar obligations not in connection with money borrowed, in each case provided in the ordinary course of business or consistent with past practice and Indebtedness incurred by Company or any of its Subsidiaries in the form of customary obligations under indemnification, incentive, non-compete, deferred compensation, or other similar arrangements in the ordinary course of business; and

(l) other Indebtedness of the Company and its Subsidiaries in an aggregate principal amount not exceeding $500,000,000 at any time outstanding.

SECTION 6.02. Liens. The Company will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it except:

(a) Permitted Encumbrances;

(b) any Lien on any property or asset of the Company or any Subsidiary existing on the date hereof and set forth in Schedule 6.02; provided that (i) such Lien shall not apply to any other

property or asset of the Company or any Subsidiary and (ii) such Lien shall secure only those obligations which it secures on the date hereof and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof;

(c) any Lien existing on any property or asset prior to the acquisition thereof by the Company or any Subsidiary or existing on any property or asset of any Person that becomes a Subsidiary after the date hereof prior to the time such Person becomes a Subsidiary; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, as the case may be, (ii) such Lien shall not apply to any other property or assets of the Company or any Subsidiary and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Subsidiary, as the case may be, and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof;

(d) Liens on fixed or capital assets acquired, constructed or improved by the Company or any Subsidiary; provided that (i) such security interests secure Indebtedness permitted by clause (e) of Section 6.01, (ii) such security interests and the Indebtedness secured thereby are incurred prior to or within ninety (90) days after such acquisition or the completion of such construction or improvement, (iii) the Indebtedness secured thereby does not exceed the cost of acquiring, constructing or improving such fixed or capital assets and (iv) such security interests shall not apply to any other property or assets of the Company or any Subsidiary;

(e) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(f) Liens on cash collateral securing letter of credit or bankers acceptance obligations or facilities permitted hereunder; and

(g) Liens on assets of the Company and its Subsidiaries not otherwise permitted above so long as the aggregate principal amount of the Indebtedness and other obligations subject to such Liens does not at any time exceed $500,000,000.

SECTION 6.03. Fundamental Changes and Asset Sales. (a) The Company will not, and will not permit any Subsidiary to, merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or sell, transfer, lease or otherwise dispose of (in one transaction or in a series of transactions) all or substantially all of the assets of the Company and its Subsidiaries (taken as a whole), (including pursuant to a Sale and Leaseback Transaction), or all or substantially all of the Equity Interests of its Subsidiaries (in each case, whether now owned or hereafter acquired), 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 Person (including any Subsidiary that is not a Loan Party) may merge into the Company or a Subsidiary in a transaction in which the Company or such Subsidiary is the surviving corporation (provided that any such merger involving the Company must result in the Company as the surviving entity);

(ii) any Subsidiary may merge into a Loan Party in a transaction in which the surviving entity is such Loan Party (provided that any such merger involving the Company must result in the Company as the surviving entity);

(iii) any Subsidiary may sell, transfer, lease or otherwise dispose of its assets to the Company or another Subsidiary; and

(iv) any Subsidiary that is not a Loan Party may liquidate or dissolve if the Company determines in good faith that such liquidation or dissolution is in the best interests of the Company and is not materially disadvantageous to the Lenders.

(b) The Company will not, and will not permit any of its Subsidiaries to, engage to any material extent in any business other than businesses of the type conducted by the Company and its Subsidiaries on the date of execution of this Agreement and businesses reasonably related thereto. Without the prior written consent of the Administrative Agent, other than Wright National Flood Insurance Company, neither the Company nor any Subsidiary may engage in any business in the nature of an insurance company, in which the Company or such Subsidiary assumes the risk as an insurer.

(c) The Company will not, nor will it permit any of its Subsidiaries to, change its fiscal year from the basis in effect on the Closing Date.

SECTION 6.04. Transactions with Affiliates. The Company will not, and will not permit any of its Subsidiaries to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) at prices and on terms and conditions not less favorable to the Company or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties, (b) transactions between or among the Company and its Subsidiaries (or entities that will become Subsidiaries immediately after giving effect to such transaction) not involving any other Affiliate, (c) any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in the Company or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in the Company or any Subsidiary or any option, warrant or other right to acquire any such Equity Interests in the Company or any Subsidiary, (d) employment and severance or termination arrangements between the Company or its Subsidiaries and their respective officers and employees (including management and employee benefit plans or agreements, subscription agreements or similar agreements pertaining to the repurchase of Equity Interests or similar rights with current or former employees, officers, directors or other service providers and stock option or incentive plans and other compensation arrangements) and (e) the payment of customary fees and reasonable out of pocket costs to, and indemnities provided on behalf of, directors, officers and employees.

SECTION 6.05. Financial Covenants.

(a) Maximum Net Leverage Ratio. The Company will not permit the ratio (the "Net Leverage Ratio"), determined as of the end of each of its fiscal quarters ending on and after June 30, 2014, of (i) Consolidated Net Indebtedness to (ii) Consolidated EBITDA for the period of four (4) consecutive fiscal quarters ending with the end of such fiscal quarter, all calculated for the Company and its Subsidiaries on a consolidated basis, to be greater than 3.25 to 1.00; provided, that the Company may, on not more than two (2) occasions during the term of this Agreement, elect to increase the maximum Net Leverage Ratio permitted under this Section 6.05(a) to 3.75 to 1.00 for a period of six (6) consecutive fiscal quarters in connection with, and commencing with the first fiscal quarter ending after, an Acquisition or series of consecutive Acquisitions occurring during a consecutive ninety (90) day period if (x) the aggregate consideration paid or to be paid in respect of such Acquisitions equals or exceeds $300,000,000 or (y) EBITDA of the targets acquired in connection with such Acquisitions equal or exceeds an amount equal to 10% of Consolidated EBITDA of the Company and its Subsidiaries (calculated without giving effect to such Acquisitions) for the period of four consecutive fiscal quarters ending with the most recent fiscal quarter for which financial statements shall have been delivered pursuant to Section 5.01(a) or 5.01(b) (or, prior to the delivery of any such financial statements, ending with the last fiscal quarter included in the financial statements referred to in Section 3.04(a)) (each such period, an "Adjusted Covenant Period").

(b) Minimum Interest Coverage Ratio. The Company will not permit the ratio, determined as of the end of each of its fiscal quarters ending on and after June 30, 2014, of (i) Consolidated EBITDA to (ii) Consolidated Interest Expense, in each case for the period of four (4) consecutive fiscal quarters ending with the end of such fiscal quarter, all calculated for the Company and its Subsidiaries on a consolidated basis, to be less than 4.00 to 1.00.

ARTICLE VII

Events of Default

If any of the following events ("Events of Default") shall occur:

(a) any Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise (including, without limitation, pursuant to Article X);

(b) any Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this Agreement or any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of three (3) Business Days;

(c) any representation or warranty made or deemed made by or on behalf of any Borrower in or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder shall prove to have been incorrect in any material respect when made or deemed made;

(d) any Borrower shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02, 5.03 (with respect to any Borrower's existence) or 5.08 or in Article VI;

(e) any Borrower shall fail to observe or perform any covenant or agreement contained in this Agreement (other than those specified in clause (a), (b) or (d) of this Article) or any other Loan Document, and such failure shall continue unremedied for a period of thirty (30) days after notice thereof from the Administrative Agent to the Company (which notice will be given at the request of any Lender);

(f) the Company or any Material Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable (after the expiration of any applicable grace or cure periods provided for in the applicable agreement or instrument under which such Indebtedness was created);

(g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice but after the expiration of any applicable grace or cure periods provided for in the applicable agreement or instrument under which such Indebtedness was created) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (g) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Company or any Material Subsidiary or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Company or any Material Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) the Company or any Material Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Article, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Company or any Material Subsidiary or 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;

(j) one or more judgments for the payment of money in an aggregate amount in excess of $25,000,000 (in excess of insurance coverage provided by a creditworthy unaffiliated insurer that has not denied coverage) and not covered by indemnifications for which an unaffiliated creditworthy third party is contractually liable and has not denied coverage) shall be rendered against the Company, any Subsidiary or any combination thereof and the same shall remain undischarged for a period of thirty (30) consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of the Company or any Subsidiary to enforce any such judgment;

(k) 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; or

(l) 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, or at the direction, of the Required Lenders shall, by notice to the Company, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other Obligations of the Borrowers accrued hereunder and under the other Loan Documents, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers; and in case of any event with respect to any Borrower described in clause (h) or (i) of this Article, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other Obligations accrued hereunder and under the other Loan Documents, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers. Upon the

occurrence and during the continuance of an Event of Default, the Administrative Agent at the request, or at the direction, of the Required Lenders shall, exercise any rights and remedies provided to the Administrative Agent under the Loan Documents or at law or equity.

ARTICLE VIII

The Administrative Agent

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, including execution of the other Loan Documents, and to exercise such powers as are delegated to the Administrative Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto.

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 the Company or any Subsidiary or other Affiliate thereof as if it were not the Administrative Agent hereunder.

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 that the Administrative Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02), 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 the Company or any of its Subsidiaries 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 9.02) 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 the Company 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 in connection with any Loan Document, (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.

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 the Company), 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.

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.

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 Company. Upon any such resignation, the Required Lenders shall have the right, with the consent of the Company (provided that no such consent shall be required if an Event of Default under paragraphs (a), (b), (h) or (i) of Article VII shall have occurred and be continuing), to appoint a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (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 any Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between such Borrower and such successor. After the Administrative Agent's resignation hereunder, the provisions of this Article and Section 9.03 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.

Each Lender acknowledges and agrees that the extensions of credit made hereunder are commercial loans and letters of credit and not investments in a business enterprise or securities. Each Lender further represents that it is engaged in making, acquiring or holding commercial loans in the ordinary course of its business and 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 as a Lender, and to make, acquire or hold Loans hereunder. Each Lender shall, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information (which may contain material, non-public information within the meaning of the United States securities laws concerning the Company and its Affiliates) as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any related agreement or any document furnished hereunder or thereunder and in deciding whether or to the extent to which it will continue as a lender or assign or otherwise transfer its rights, interests and obligations hereunder.

None of the Lenders or their Affiliates, if any, identified in this Agreement as a Joint Bookrunner, Co-Syndication Agent or Co-Documentation Agent shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than, in the case of Lenders, those applicable to all Lenders as such. Without limiting the foregoing, none of the Joint Bookrunners or such Lenders shall have or be deemed to have a fiduciary relationship with any Lender. Each Lender hereby makes the same acknowledgments with respect to the relevant Lenders and their Affiliates in their respective capacities as Joint Bookrunners, Co-Syndication Agents or Co-Documentation Agents, as applicable, as it makes with respect to the Administrative Agent in the preceding paragraph.

The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Administrative Agent) authorized to act for, any other Lender. The Administrative Agent shall have the exclusive right on behalf of the Lenders to enforce the payment of the principal of and interest on any Loan after the date such principal or interest has become due and payable pursuant to the terms of this Agreement.

ARTICLE IX

Miscellaneous

SECTION 9.01. Notices. (a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(i) if to any Borrower, to it c/o Brown & Brown, Inc., 220 South Ridgewood Avenue, Daytona Beach, Florida 32114, Attention of R. Andrew Watts, Chief Financial Officer (Telecopy No. 386) 239-7284; Telephone No. (386) 239-5770);

(ii) if to the Administrative Agent, (A) in the case of Borrowings denominated in Dollars, to JPMorgan Chase Bank, N.A., 10 South Dearborn Street, Floor 7, Chicago, Illinois 60603, Attention of Duyanna Goodlet (Telecopy No. (888) 292-9533) and (B) in the case of Borrowings denominated in Foreign Currencies, to J.P. Morgan Europe Limited, 25 Bank Street, Canary Wharf, London E14 5JP, Attention of The Manager, Loan & Agency Services (Telecopy No. 44 207 777 2360), and in each case with a copy to JPMorgan Chase Bank, N.A., 270 Park Avenue, 41st Floor, New York, New York 10017, Attention of Hector Varona (Telecopy No. (646) 534-2235);

(iii) if to the Issuing Bank, to it at JPMorgan Chase Bank, N.A., 10 South Dearborn Street, Floor 7, Chicago, Illinois 60603, Attention of Dinesh Chandrasekaran (Email: Chicago.lc.agency.activity.team@jpmorgan.com);

(iv) if to the Swingline Lender, to it at JPMorgan Chase Bank, N.A., 10 South Dearborn Street, Floor 7, Chicago, Illinois 60603, Attention of Duyanna Goodlet (Telecopy No. (888) 292-9533); and

(v) if to any other Lender, to it at its address (or telecopy number) set forth in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through Electronic Systems, to the extent provided in paragraph (b) below, shall be effective as provided in said paragraph (b).

(b) Notices and other communications to the Lenders and the Issuing Bank hereunder may be delivered or furnished by using Electronic Systems pursuant to procedures approved by

the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Article II unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Company may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. 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.

(d) Electronic Systems.

(i) The Company agrees that the Administrative Agent may, but shall not be obligated to, make Communications (as defined below) available to the Issuing Bank and the other Lenders by posting the Communications on Debt Domain, Intralinks, Syndtrak, ClearPar or a substantially similar Electronic System.

(ii) Any Electronic System used by the Administrative Agent is provided "as is" and "as available." The Agent Parties (as defined below) do not warrant the adequacy of such Electronic Systems and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with the Communications or any Electronic System. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to any Loan Party, any Lender, the Issuing Bank or any other Person or entity for damages of any kind, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of any Loan Party's or the Administrative Agent's transmission of Communications through an Electronic System, except to the extent of direct or actual damages as are determined by a court of competent jurisdiction to have resulted from such Agent Parties' gross negligence or wilful misconduct. "Communications" means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any Loan Party pursuant to any Loan Document or the transactions contemplated therein which is distributed by the Administrative Agent, any Lender or the Issuing Bank by means of electronic communications pursuant to this Section, including through an Electronic System.

SECTION 9.02. Waivers; Amendments. (a) 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 this Agreement or consent to any departure by any Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or the Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Except as provided in Section 2.20 with respect to an Incremental Term Loan Amendment, neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrowers and the Required Lenders or by the Borrowers and the Administrative Agent with the consent of the Required Lenders; provided that no such agreement shall (i) increase 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 directly affected thereby (except that any amendment or modification of the financial covenants in this Agreement (or defined terms used in the financial covenants in this Agreement) shall not constitute a reduction in the rate of interest or fees for purposes of this clause (ii) and this clause (ii) shall not be deemed to include a waiver of default interest), (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, without the written consent of each Lender directly affected thereby (provided that this clause (iii) shall not be deemed to include a waiver of default interest), (iv) change Section 2.18(b) or (d) in a manner that would alter the pro rata sharing of payments required thereby, without the written consent of each Lender, (v) change any of the provisions of this Section or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender (it being understood that, solely with the consent of the parties prescribed by Section 2.20 to be parties to an Incremental Term Loan Amendment, Incremental Term Loans may be included in the determination of Required Lenders on substantially the same basis as the Commitments and the Revolving Loans are included on the Closing Date) or (vi) release the Company from its obligations under Article X without the written consent of each Lender; provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent, 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 (it being understood that any change to Section 2.22 shall require the consent of the Administrative Agent, the Issuing Bank and the Swingline Lender). Notwithstanding the foregoing, no consent with respect to any amendment, waiver or other modification of this Agreement shall be required of any Defaulting Lender, except with respect to any amendment, waiver or other modification referred to in clause (i), (ii) or (iii) of the first proviso of this paragraph and then only in the event such Defaulting Lender shall be directly affected by such amendment, waiver or other modification.

(c) Notwithstanding the foregoing, this Agreement and any other Loan Document may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrowers (x) to add one or more credit facilities (in addition to the Incremental Term Loans pursuant to an Incremental Term Loan Amendment) to this Agreement and to

permit extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Revolving Loans, the initial Term Loans, Incremental Term Loans and the accrued interest and fees in respect thereof and (y) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders and Lenders.

(d) If, in connection with any proposed amendment, waiver or consent requiring the consent of "each Lender" or "each Lender directly affected thereby," the consent of the Required Lenders is obtained, but the consent of other necessary Lenders is not obtained (any such Lender whose consent is necessary but not obtained being referred to herein as a "Non-Consenting Lender"), then the Company may elect to replace a Non-Consenting Lender as a Lender party to this Agreement, provided that, concurrently with such replacement, (i) another bank or other entity (including an existing Lender, an Affiliate of a Lender or an Approved Fund) which is reasonably satisfactory to the Company and the Administrative Agent shall agree, as of such date, to purchase for cash the Loans and other Obligations due to the Non-Consenting Lender pursuant to an Assignment and Assumption (which such Non-Consenting Lender hereby agrees to execute and deliver) and to become a Lender for all purposes under this Agreement and to assume all obligations of the Non-Consenting Lender to be terminated as of such date and to comply with the requirements of clause (b) of Section 9.04, or (ii) each Borrower shall pay to such Non-Consenting Lender in same day funds on the day of such replacement (1) the outstanding principal amount of its Loans and participations in LC Disbursements and all interest, fees and other amounts then accrued but unpaid to such Non-Consenting Lender by such Borrower hereunder to and including the date of termination, including without limitation payments due to such Non-Consenting Lender under Sections 2.15 and 2.17, and (2) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under Section 2.16 had the Loans of such Non-Consenting Lender been prepaid on such date rather than sold to the replacement Lender.

(e) Notwithstanding anything to the contrary herein the Administrative Agent may, with the consent of the Borrowers only, amend, modify or supplement this Agreement or any of the other Loan Documents to cure any ambiguity, omission, mistake, defect or inconsistency.

SECTION 9.03. Expenses; Indemnity; Damage Waiver. (a) The Company shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and its Affiliates (which, in the case of counsel, shall be limited to the reasonable fees, charges and disbursements of one primary counsel, and one local counsel in each applicable jurisdiction) in connection with the syndication and distribution (including, without limitation, via the internet or through a service such as Intralinks) of the credit facilities provided for herein, the preparation and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable 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 reasonable out-of-pocket expenses incurred by the Administrative Agent, the Issuing Bank or any Lender (which, in the case of counsel, shall be limited to the reasonable fees, charges and disbursements of one primary counsel and one local counsel in each applicable jurisdiction for the Administrative Agent and one counsel for all of the Lenders other than the Administrative Agent) in connection with the enforcement or protection of its rights in connection with this Agreement and any other Loan Document, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) The Company shall indemnify the Administrative Agent, each Joint Bookrunner, 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 (which, in the case of counsel, shall be limited to the reasonable fees, charges and disbursements of one primary counsel and one local counsel in each applicable jurisdiction for all Indemnitees, taken as a whole, and in the case of an actual or reasonably perceived potential conflict of interest, one additional counsel for each group of affected Indemnitees similarly situated, taken as a whole) incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of any Loan Document or any agreement or instrument contemplated thereby (including, without limitation, any commitment letter in respect thereof), the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by 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 the Company or any of its Subsidiaries, or any Environmental Liability related in any way to the Company or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Company or any of its Subsidiaries, 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 any Related Indemnified Party thereof, (y) the material breach by such Indemnitee or any Related Indemnified Party thereof of its express obligations under this Agreement pursuant to a claim initiated by any Borrower or (z) any dispute solely among Indemnitees (other than (A) claims against any of the Administrative Agent or the Lenders or any of their Affiliates in its capacity or in fulfilling its role as the Administrative Agent, Issuing Bank, Swingline Lender, a lead arranger, a bookrunner or any similar role under this Agreement and (B) arising as a result of an act or omission by the Company or any of its Affiliates). As used herein, any "Related Indemnified Party" of a Person means (1) any Controlling Person or Controlled Affiliate of such Indemnitee, (2) the respective directors, officers, advisers, auditors, accountants or employees of such Indemnitee or any of its Controlling Persons or Controlled Affiliates and (3) the respective agents or representatives of such Indemnitee or any of its Controlling Persons or Controlled Affiliates, in the case of this clause (3), acting on behalf of or at the instructions of such Indemnitee, Controlling Person or such Controlled Affiliate; provided that each reference to a Controlled Affiliate in this sentence pertains to a Controlled Affiliate involved in the structuring, arrangement, negotiation or syndication of this Agreement and the credit facilities hereunder. Each of the Administrative Agent and the Lenders hereby agrees, on behalf of itself and its Related Indemnified Parties, that any settlement entered into by the Administrative Agent or such Lender, respectively, and its Related Indemnified Party in connection with a claim or proceeding for which an indemnity claim is made against any Borrower pursuant to the preceding sentence shall be so entered into in good faith and not on an arbitrary or capricious basis. This Section 9.03(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims or damages arising from any non-Tax claim.

(c) To the extent that the Company 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, and each Revolving Lender severally agrees to pay to the Issuing Bank or the Swingline Lender, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount (it being understood that the Company's failure to pay any such amount shall not relieve the Company of any default in the payment thereof); provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent, the Issuing Bank or the Swingline Lender in its capacity as such.

(d) To the extent permitted by applicable law, no Borrower shall assert, and each Borrower hereby waives, any claim against any Indemnitee for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet), except to the extent of direct or actual damages as are determined by a court of competent jurisdiction to have results from the gross negligence or wilful misconduct of such Indemnitee. Each party hereto here by agrees not to assert and hereby waives any claim against any other party hereto on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof; provided that nothing contained in this sentence shall limit the Company's indemnification obligations to Indemnitees in respect of claims made by third parties as set forth in Section 9.03(b).

(e) All amounts due under this Section shall be payable not later than fifteen (15) days after written demand therefor.

SECTION 9.04. Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of the Issuing Bank (in accordance with the definition of Issuing Bank) that issues any Letter of Credit), except that (i) no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of the Issuing Bank (in accordance with the definition of Issuing Bank) that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Issuing Bank and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Persons (other than an Ineligible Institution) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld or delayed) of:

(A) the Company (provided that the Company shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within ten (10) Business Days after having received notice thereof); provided, further, that no consent of the Company shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if any Event of Default described in clause (a), (b), (h) or (i) of Article VII 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 Commitment or a Term Loan to a Lender, an Affiliate of a Lender or an Approved Fund;

(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 Commitment or a Term Loan; and

(D) the Swingline Lender; provided that no consent of the Swingline Lender shall be required for an assignment of all or any portion of a Term Loan Commitment or a Term Loan.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $5,000,000 (in the case of Revolving Commitments and Revolving Loans) or $1,000,000 (in the case of a Term Loan Commitment or a Term Loan) unless each of the Company and the Administrative Agent otherwise consent, provided that no such consent of the Company shall be required if an Event of Default under clauses (a), (b), (h) or (i) thereof has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement, provided that this clause shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500, such fee to be paid by either the assigning Lender or the assignee Lender or shared between such Lenders; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Company and its affiliates and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws.

For the purposes of this Section 9.04(b), the terms "Approved Fund" and "Ineligible Institution" have the following meanings:

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

"Ineligible Institution" means (a) a natural person, (b) a Defaulting Lender, (c) the Company, any of its Subsidiaries or any of its Affiliates, or (d) a company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person or relative(s) thereof.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.

(iv) The Administrative Agent, acting for this purpose as an agent of each Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent, the Issuing Bank and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Company, the Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b)(ii)(C) of this Section and any written consent to such assignment required by paragraph (b)(i) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.05(c), 2.06(d) or (e), 2.07(b), 2.18(e) or 9.03(c), the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) Any Lender may, without the consent of any Borrower, the Administrative Agent, the Issuing Bank or the Swingline Lender, sell participations to one or more banks or other entities (a "Participant"), other than an Ineligible Institution, in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged; (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations; and (C) the 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 9.02(b) that affects such

Participant. Each Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 (subject to the requirements and limitations therein, including the requirements under Section 2.17(f) (it being understood that the documentation required under Section 2.17(f) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant (A) agrees to be subject to the provisions of Sections 2.18 and 2.19 as if it were an assignee under paragraph (b) of this Section; and (B) shall not be entitled to receive any greater payment under Sections 2.15 or 2.17, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.18(d) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations or to establish that a Loan Party has fulfilled its reporting and withholding obligations under FATCA. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank or other central banking authority having jurisdiction over such Lender, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

SECTION 9.05. Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, 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 or any other Loan Document is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 2.15, 2.16, 2.17 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any other Loan Document or any provision hereof or thereof.

SECTION 9.06. Counterparts; Integration; Effectiveness; Electronic Execution. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 9.07. Severability. Any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final and in whatever currency denominated) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of any Borrower against any of and all of the Obligations held by such Lender. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have. Each Lender shall use its commercially reasonable efforts to notify the Company promptly upon the exercise of any such set off rights; provided that the failure to provide such notice shall not modify, limit or otherwise mitigate such Lender's (and its Affiliates') rights under this Section.

SECTION 9.09. Governing Law; Jurisdiction; Consent to Service of Process. (a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Each 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, Borough of Manhattan, and of the United States District Court for the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any 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. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction.

(c) Each 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 or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Each Subsidiary Borrower irrevocably designates and appoints the Company, as its authorized agent, to accept and acknowledge on its behalf, service of any and all process which may be served in any suit, action or proceeding of the nature referred to in Section 9.09(b) in any federal or New York State court sitting in New York City. The Company hereby represents, warrants and confirms that the Company has agreed to accept such appointment. Said designation and appointment shall be irrevocable by each such Subsidiary Borrower until all Loans, all reimbursement obligations, interest thereon and all other amounts payable by such Subsidiary Borrower hereunder and under the other Loan Documents shall have been paid in full in accordance with the provisions hereof and thereof and such Subsidiary Borrower shall have been terminated as a Borrower hereunder pursuant to Section 2.23. Each Subsidiary Borrower hereby consents to process being served in any suit, action or proceeding of the nature referred to in Section 9.09(b) in any federal or New York State court sitting in New York City by service of process upon the Company as provided in this Section 9.09(d); provided that, to the extent lawful and possible, notice of said service upon such agent shall be mailed by registered or certified air mail, postage prepaid, return receipt requested, to the Company and (if applicable to) such Subsidiary Borrower at its address set forth in the Borrowing Subsidiary Agreement to which it is a party or to any other address of which such Subsidiary Borrower shall have given written notice to the Administrative Agent (with a copy thereof to the Company). Each Subsidiary Borrower irrevocably waives, to the fullest extent permitted by law, all claim of error by reason of any such service in such manner and agrees that such service shall be deemed in every respect effective service of process upon such Subsidiary Borrower in any such suit, action or proceeding and shall, to the fullest extent permitted by law, be taken and held to be valid and personal service upon and personal delivery to such Subsidiary Borrower. To the extent any Subsidiary Borrower that is a Foreign Subsidiary has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether from service or notice, attachment prior to judgment, attachment in aid of execution of a judgment, execution or otherwise), such Subsidiary Borrower hereby irrevocably waives such immunity in respect of its obligations under the Loan Documents. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES

THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12. Confidentiality. Each of the Administrative Agent, the Issuing 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 (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process (in which case such Person agrees, to the extent practicable and not prohibited by applicable law or regulation, to inform the Company promptly thereof prior to disclosure, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under this Agreement or any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in (in each case other than an Ineligible Institution), any of its rights or obligations under this Agreement or (ii) any actual counterparty (or its advisors) to any swap or derivative transaction relating to any Borrower and its obligations, (g) with the consent of the Company or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, the Issuing Bank or any Lender on a nonconfidential basis from a source other than the Company that is not known to the Administrative Agent, the Issuing Bank or such Lender to be subject to a duty of confidentiality to the Company or its Subsidiaries. For the purposes of this Section, "Information" means all information received from the Company relating to the Company or its business, other than any such information that is available to the Administrative Agent, the Issuing Bank or any Lender on a nonconfidential basis prior to disclosure by the Company. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN THE IMMEDIATELY PRECEDING PARAGRAPH FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE COMPANY AND ITS RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE COMPANY OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE COMPANY, THE OTHER LOAN PARTIES AND THEIR

RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE COMPANY AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW.

SECTION 9.13. USA PATRIOT Act. Each Lender that is subject to the requirements of the Patriot Act hereby notifies each Loan Party that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies such Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender to identify such Loan Party in accordance with the Patriot Act.

SECTION 9.14. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.15. No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), each Borrower acknowledges and agrees that: (i) (A) the arranging and other services regarding this Agreement provided by the Lenders are arm's-length commercial transactions between such Borrower and its Affiliates, on the one hand, and the Lenders and their Affiliates, on the other hand, (B) such Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) such Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) each of the Lenders and their Affiliates is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for such Borrower or any of its Affiliates, or any other Person and (B) no Lender or any of its Affiliates has any obligation to such Borrower or any of its Affiliates with respect to the transactions contemplated hereby except, in the case of a Lender, those obligations expressly set forth herein and in the other Loan Documents; and (iii) each of the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of such Borrower and its Affiliates, and no Lender or any of its Affiliates has any obligation to disclose any of such interests to such Borrower or its Affiliates. To the fullest extent permitted by law, each Borrower hereby waives and releases any claims that it may have against each of the Lenders and their Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

ARTICLE X

Company Guarantee

In order to induce the Lenders to extend credit to the other Borrowers hereunder, but subject to the last sentence of this Article X, the Company hereby absolutely and irrevocably and unconditionally guarantees, as a primary obligor and not merely as a surety, the payment when and as due of the Obligations. The Company further agrees that the due and punctual payment of such Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee hereunder notwithstanding any such extension or renewal of any such Obligation. The Company hereby irrevocably and unconditionally agrees that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify (subject to the limitations and carve-outs in Section 9.03) the Administrative Agent, the Issuing Bank and the Lenders immediately on demand against any cost, loss or liability they incur as a result of any other Borrower or any of its Affiliates not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by such Borrower under this Article X on the date when it would have been due (but so that the amount payable by the Company under this indemnity will not exceed the amount which it would have had to pay under this Article X if the amount claimed had been recoverable on the basis of a guarantee).

The Company waives presentment to, demand of payment from and protest to any Borrower (other than to the Company) of any of the Obligations, and also waives notice of acceptance of its obligations and notice of protest for nonpayment. The obligations of the Company hereunder shall not be affected by (a) the failure of the Administrative Agent, the Issuing Bank or any Lender to assert any claim or demand or to enforce any right or remedy against any Borrower under the provisions of this Agreement, any other Loan Document or otherwise; (b) any extension or renewal of any of the Obligations; (c) any rescission, waiver, amendment or modification of, or release from, any of the terms or provisions of this Agreement, or any other Loan Document or agreement other than as a result of the payment in full in cash; (d) any default, failure or delay, willful or otherwise, in the performance of any of the Obligations; (e) the failure of the Administrative Agent to take any steps to perfect and maintain any security interest in, or to preserve any rights to, any security or collateral for the Obligations, if any; (f) any change in the corporate, partnership or other existence, structure or ownership of any Borrower or any other guarantor of any of the Obligations; (g) the enforceability or validity of the Obligations or any part thereof or the genuineness, enforceability or validity of any agreement relating thereto or with respect to any collateral securing the Obligations or any part thereof, or any other invalidity or unenforceability relating to or against any Borrower or any other guarantor of any of the Obligations, for any reason related to this Agreement, any other Loan Document, or any provision of applicable law, decree, order or regulation of any jurisdiction purporting to prohibit the payment by such Borrower or any other guarantor of the Obligations, of any of the Obligations or otherwise affecting any term of any of the Obligations; or (h) any other act, omission or delay to do any other act (other than payment in full in cash) which may or might in any manner or to any extent vary the risk of the Company or otherwise operate as a discharge of a guarantor as a matter of law or equity or which would impair or eliminate any right of the Company to subrogation.

The Company further agrees that its agreement hereunder constitutes a guarantee of payment when due (whether or not any bankruptcy or similar proceeding shall have stayed the accrual or collection of any of the Obligations or operated as a discharge thereof) and not merely of collection, and waives any right to require that any resort be had by the Administrative Agent, the Issuing Bank or any Lender to any balance of any deposit account or credit on the books of the Administrative Agent, the Issuing Bank or any Lender in favor of any Borrower or any other Person.

The obligations of the Company hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, and shall not be subject to any defense or set-off, counterclaim, recoupment or termination whatsoever, by reason of the invalidity, illegality or unenforceability of any of the Obligations, any impossibility in the performance of any of the Obligations or otherwise.

The Company further agrees that its obligations hereunder shall constitute a continuing and irrevocable guarantee of all Obligations now or hereafter existing and shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation (including a payment effected through exercise of a right of setoff) is rescinded, or is or must otherwise be restored or returned by the Administrative Agent, the Issuing Bank or any Lender upon the insolvency, bankruptcy or reorganization of any Borrower or otherwise (including pursuant to any settlement entered into by a holder of Obligations in its discretion).

In furtherance of the foregoing and not in limitation of any other right which the Administrative Agent, the Issuing Bank or any Lender may have at law or in equity against any Borrower by virtue hereof, upon the failure of any other Borrower to pay any Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, the Company hereby promises to and will, upon receipt of written demand by the Administrative Agent, the Issuing Bank or any Lender, forthwith pay, or cause to be paid, to the Administrative Agent, the Issuing Bank or any Lender in cash an amount equal to the unpaid principal amount of the Obligations then due, together with accrued and unpaid interest thereon. The Company further agrees that if payment in respect of any Obligation shall be due in a currency other than Dollars and/or at a place of payment other than New York, Chicago or any other Eurocurrency Payment Office and if, by reason of any Change in Law, disruption of currency or foreign exchange markets, war or civil disturbance or other event, payment of such Obligation in such currency or at such place of payment shall be impossible or disadvantageous to the Administrative Agent, the Issuing Bank or any Lender in any material respect, then, at the election of the Administrative Agent, the Company shall make payment of such Obligation in Dollars (based upon the applicable Equivalent Amount in effect on the date of payment) and/or in New York, Chicago or such other Eurocurrency Payment Office as is designated by the Administrative Agent and, as a separate and independent obligation, shall reimburse the Administrative Agent, the Issuing Bank and any Lender against any losses or reasonable out-of-pocket expenses that it shall sustain as a result of such alternative payment.

Upon payment by the Company of any sums as provided above, all rights of the Company against any Borrower arising as a result thereof by way of right of subrogation or otherwise shall in all respects be subordinated and junior in right of payment to the prior indefeasible payment in full in cash of all the Obligations owed by the Company to the Administrative Agent, the Issuing Bank and the Lenders.

Nothing shall discharge or satisfy the liability of the Company hereunder except the full performance and payment in cash of the Obligations.

[Signature Pages 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.

BROWN & BROWN, INC.,
as the Company

By /S/ R. ANDREW WATTS
Name: R. Andrew Watts
Title: Executive Vice President, Chief Financial Officer and Treasurer

JPMORGAN CHASE BANK, N.A., individually as a Lender, as the Swingline Lender, as the Issuing Bank and as Administrative Agent

By /S/ HECTOR J. VARONA
Name: Hector J. Varona
Title: Vice President

BANK OF AMERICA, N.A., individually as a Lender and as a Co-Syndication Agent

By: /S/ CAMERON CARDOZO
Name: Cameron Cardozo
Title: Senior Vice President

ROYAL BANK OF CANADA, individually as a Lender and as a Co-Syndication Agent

By: /S/ TIM STEPHENS
Name: Tim Stephens
Title: Authorized Signatory

SUNTRUST BANK, individually as a Lender and as a Co-Syndication Agent

By: /S/ DAVID M. FELTY
Name: David M. Felty
Title: Director

U.S. BANK NATIONAL ASSOCIATION, individually as a Lender and as a Co-Documentation Agent

By: /S/ PATRICK MCGRAW
Name: Patrick McGraw
Title: Senior Vice President

BMO HARRIS BANK N.A., individually as a Lender and as a Co-Documentation Agent

By: /S/ DEBRA BASLER
Name: Debra Basler
Title: Managing Director

FIFTH THIRD BANK, individually as a Lender and as Co-Documentation Agent

By: /S/ DAVID A. AUSTIN
Name: David A. Austin
Title: SVP

WELLS FARGO BANK, NATIONAL ASSOCIATIONS,
individually as a Lender and as a Co-Documentation Agent

By: /S/ TRACY L. MOOSBRUGGER
Name: Tracy L. Moosbrugger
Title: Managing Director

PNC BANK, NATIONAL ASSOCIATION
individually as a Lender and as a Co-Documentation Agent

By: /S/ NICOLE R. LIMBERG
Name: Nicole R. Limberg
Title: Vice President

UNION BANK, N.A., individually as a Lender and as a Co-Documentation Agent

By: /S/ PIERRE BURY
Name: Pierre Burry
Title: Vice President

RBS CITIZENS, N.A., as a Lender

By: /S/ JUDITH A. HUCKINS
Name: Judith A. Huckins
Title: Vice President

BARCLAYS BANK PLC, as a Lender

By: /S/ PARAS PATEL
Name: Paras Patel
Title: Authorized Signatory

CAPITAL ONE, NATIONAL ASSOCIATION, as a Lender

By: /S/ JACOB VILLERE
Name: Jacob Villere
Title: VP-US Corporate Banking

LLOYDS BANK PLC, as a Lender

By: /S/ STEPHEN GIACOLONE
Name: Stephen Giacolone G011
Title: Assistant Vice President

By: /S/ DENNIS MCCLELLAN
Name: Dennis McClellan M040
Title: Assistant Vice President

HANCOCK BANK, a trade name of Whitney Bank, as a Lender

By: /S/ KENNETH C. MISEMER
Name: Kenneth C. Misemer
Title: Vice President

CADENCE BANK, N.A., as a Lender

By: /S/ VALERIE DIGENNARO
Name: Valerie DiGennaro
Title: Commercial Executive

THE NORTHERN TRUST COMPANY, as a Lender

By: /S/ PETER J. HALLAN
Name: Peter J. Hallan
Title: Vice President

Exhibit 31.1

Certification by the Chief Executive Officer
Pursuant to Section 302 of The Sarbanes-Oxley Act of 2002

I, J. Powell Brown, certify that:

1. I have reviewed this Quarterly Report of Brown & Brown, Inc. (the "Registrant") on Form 10-Q for the quarter ended March 31, 2014;

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

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

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

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

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

(c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

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

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

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

Date: May 12, 2014

/s/ J. Powell Brown
J. Powell Brown
President and Chief Executive Officer

Exhibit 31.2

Certification by the Chief Financial Officer
Pursuant to Section 302 of The Sarbanes-Oxley Act of 2002

I, R. Andrew Watts, certify that:

1. I have reviewed this Quarterly Report of Brown & Brown, Inc. (the "Registrant") on Form 10-Q for the quarter ended March 31, 2014;

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

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

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

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

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

(c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

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

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

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

Date: May 12, 2014

/s/ R. Andrew Watts

R. Andrew Watts
Executive Vice President, Chief Financial Officer and Treasurer

Exhibit 32.1

Certification Pursuant to Section 1350 of Title 18 of the United States Code, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of Brown & Brown, Inc. (the "Company") on Form 10-Q for the quarter ended March 31, 2014 as filed with the Securities and Exchange Commission on the date hereof (the "Form 10-Q"), I, J. Powell Brown, Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Form 10-Q fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m or § 78o(d)); and

(2) The information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 12, 2014

/s/ J. Powell Brown

J. Powell Brown
President and Chief Executive Officer

Exhibit 32.2

Certification Pursuant to Section 1350 of Title 18 of the United States Code, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of Brown & Brown, Inc. (the "Company") on Form 10-Q for the quarter ended March 31, 2014 as filed with the Securities and Exchange Commission on the date hereof (the "Form 10-Q"), I, R. Andrew Watts, Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Form 10-Q fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m or § 78o(d)); and

(2) The information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 12, 2014

/s/ R. Andrew Watts

R. Andrew Watts
Executive Vice President, Chief Financial Officer and
Treasurer