

Credit Agreement; (ii) any promissory note to be issued by the Company to evidence the Term Loans; (iii) the Fee Letter, among the Company, the Agent and the Arranger; (iv) the borrowing request from the Company for the Term Loans (the "Borrowing Request"); (v) the Funding Indemnity Letter, between the Company and the Agent (the "Funding Indemnity Letter"); (vi) the Collateral and Guarantee Agreement (the "Collateral Agreement"), to be dated on or about the date hereof, among the Company, the guarantors and grantors party thereto, and the Agent for the benefit of the Secured Parties (as defined therein); (vii) one or more Control Agreements (as defined in the Credit Agreement), each among the Company, the Agent and the depositary bank or securities intermediary party thereto; and (viii) the Omnibus Payment Direction Letter, among the Company and the guarantors party thereto, as acknowledged and agreed by each Covered Investment Fund (as defined in the Credit Agreement), and other documents and instruments to be entered into and delivered by the Company pursuant to the Credit Agreement, the Collateral Agreement or the other Loan Documents (all the documents listed in clauses (i) through (viii) above and all other Loan Documents, including all exhibits and schedules thereto, collectively, the "Transaction Documents");

WHEREAS, the Managing Member has determined that it is desirable for the Company to enter into the Transaction Documents to which it is a party or is intended to be a party and for the Company to execute, deliver and perform such Transaction Documents.

NOW, THEREFORE, be it hereby resolved as follows:

RESOLVED, that the Transaction, the Credit Agreement, the other Transaction Documents, including the borrowing of the Term Loans by the Company and the granting of the liens created by the Company pursuant to the applicable Transaction Documents (including the Collateral Agreement), are all deemed by the Managing Member to be in the best interest of the Company and are hereby adopted, approved and/or ratified in all respects; and be it

FURTHER RESOLVED, that the Managing Member hereby adopts, approves, and/or ratifies in all respects such other agreements, amendments, documents, instruments and certificates as may be necessary, beneficial or otherwise requested by the Lenders, the Agent, any other party to a Control Agreement or any other applicable party, with respect to the Company for the purposes of the Transaction (such other agreements, amendments, documents, instruments and certificates, together with the Transaction Documents and the Third A&R LLC Agreement (as defined below), collectively, the "Authorized Documents"); and be it

FURTHER RESOLVED, that the execution, delivery and performance by the Company of the Authorized Documents (substantially in the form of the drafts delivered to the Managing Member in conjunction with these resolutions and together with any changes therein and additions and modifications thereto approved by any Responsible Officer (as defined below), such approval to be evidenced conclusively by the execution and delivery thereof by such Responsible Officer) are hereby adopted, approved and/or ratified by the Managing Member in all respects; and be it

FURTHER RESOLVED, that each Responsible Officer be, and hereby is, authorized to give, make, sign, execute and deliver, for and on behalf of the Company any of the foregoing documents, and to take such further actions as he or she shall deem appropriate or proper in order to consummate the transactions contemplated herein.

III. CONFIRMATION OF ACCEPTANCE OF SPECIAL MEMBERSHIP INTERESTS AND SPECIAL NON-VOTING SHARES

WHEREAS, (i) each managing member of each limited liability company listed on