Micro Focus Group Limited  
MA FinanceCo., LLC  
The Lawn, 22-30 Old Bath Road  
Newbury, Berkshire  
RG14 1QN  
Attention: Michael Phillips

Project Minerva  
Amended and Restated Commitment Letter

Ladies and Gentlemen:

You have advised each of (i) Bank of America, N.A. (“Bank of America”), HSBC Bank PLC (“HSBC”), Royal Bank of Canada (“Royal Bank”), Goldman Sachs Bank USA (“GS”), Credit Suisse AG, Cayman Islands Branch (“CS”) and NZC Guggenheim Fund LLC (“Guggenheim”) in such person’s capacity as an initial lender, and (ii) Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPFS”), HSBC Securities (USA) Inc. (“HSBC Securities”), RBC Capital Markets ("RBCCM"), GS, Credit Suisse Securities (USA) LLC (“CS Securities”) and Guggenheim in such person’s capacity as a lead arranger (Bank of America, MLPFS, HSBC, HSBC Securities, Royal Bank, RBCCM, GS, CS and CS Securities, collectively, the “Original Commitment Parties”, and the Original Commitment Parties together with Guggenheim, the “Commitment Parties”, “we” or “us” and individually, each a “Commitment Party”), that a company identified to us as “Minerva International PLC”, a company organized under the laws

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1 RBC Capital Markets is a brand name for the capital markets activities of Royal Bank of Canada and its affiliates.
of England and Wales ("Parent"), Micro Focus Group Limited, a company organized under the laws of England and Wales and a wholly owned subsidiary of Parent ("Holdings") and MA FinanceCo., LLC, a recently formed Delaware limited liability company directly and wholly owned by Holdings (the "Borrower" or "you") propose to effect the transactions described in the transaction description attached hereto as Exhibit A (the "Transaction Description"). Capitalized terms used but not defined herein have the meanings assigned to them in the Transaction Description, the Summary of Terms and Conditions attached hereto as Exhibit B (the "Term Sheet"), and the closing conditions attached hereto as Exhibit C.

Commitments.

In connection with the Transactions, each of Bank of America, HSBC, Royal Bank, GS, CS and Guggenheim (in such capacity, each an "Initial Senior Secured Lender" and, collectively, the "Initial Senior Secured Lenders" or the "Initial Lenders") is pleased to advise you of its commitment to provide, and hereby provides, severally and not jointly, 34.6875%, 18.5%, 18.5%, 13.875%, 6.9375% and 7.50%, respectively, of the entire aggregate principal amount of the Term Loan Facilities (as hereinafter defined on Exhibit B), such percentages to be allocated ratably between the Tranche B Term Loans and the Tranche C Term Loans, and 28.90625%, 30.83025%, 15.41975%, 11.5625%, 5.78125% and 7.50%, respectively, of the entire aggregate principal amount of the Revolving Credit Facility (as hereinafter defined on Exhibit B), in each case, upon the express terms set forth in this Amended and Restated Commitment Letter and in the Term Sheet and subject only to the satisfaction or waiver of the conditions expressly set forth in the section below entitled "Conditions".

Syndication.

You hereby appoint each of MLFPS, HSBC Securities, RBCCM, GS, CS Securities and Guggenheim (in such capacity, each a "Senior Secured Lead Arranger" and collectively, the "Senior Secured Lead Arrangers" or the "Lead Arrangers") to act, and each of the Senior Secured Lead Arrangers hereby agrees to act, as a lead arranger and bookrunner, upon the terms set forth in this Amended and Restated Commitment Letter and in the Senior Secured Facility Term Sheet and subject only to the satisfaction or waiver of the conditions expressly set forth in the section below entitled "Conditions".

It is further agreed that MLPFS shall appear on the “left” of all marketing and other materials in connection with the Senior Secured Facilities and will have the rights and responsibilities associated with such name placement. Except as set forth above, no other arrangers, bookrunners, managers, agents or co-agents will be appointed and no Lender (as defined below) will receive compensation with respect to any of the Senior Secured Facilities outside the terms contained herein and the amended and restated letter of even date herewith addressed to you providing, among other things, for certain fees relating to the Senior Secured Facilities (the "Amended and Restated Fee Letter"), in order to obtain its commitment to participate in such Senior Secured Facilities, in each case unless you and we so agree.

The Lead Arrangers reserve the right, prior to or after the execution of the Senior Secured Facilities Documentation (as hereinafter defined), to syndicate all or a portion of the Initial Lenders’ commitments hereunder to one or more financial institutions reasonably acceptable to you and the Company (as hereinafter defined on Exhibit A) (such acceptance not to
be unreasonably withheld or delayed) that will become parties to the Senior Secured Facilities Documentation pursuant to syndications to be managed by the Lead Arrangers and reasonably satisfactory to you and the Company (such satisfaction not to be unreasonably withheld or delayed) (the financial institutions becoming parties to the Senior Secured Facilities Documentation, together with the Initial Lenders, being collectively referred to as the “Lenders”); provided that, notwithstanding each Initial Lender’s right to syndicate such Senior Secured Facilities and receive commitments with respect thereto, (a) no Initial Lender and no Lead Arranger will syndicate or participate to those banks, financial institutions or other persons (i) separately identified in writing by you or the Company to us prior to September 15, 2014, (ii) to (x) competitors of Parent, Holdings and its subsidiaries, the Company and its subsidiaries or Golden Gate, Francisco Partners, Thoma Bravo or Elliott Management (“Competitors”) or (y) any affiliate of a Competitor (other than a Lending Affiliate (except to the extent otherwise excluded pursuant to clause (i) or (iii) of this clause (a)) or (iii) to Excluded Affiliates (as defined below) (collectively, the “Disqualified Institutions”) and no Disqualified Institutions may become Lenders or otherwise participate in the Senior Secured Facilities (it being understood and agreed that the Administrative Agent shall have no responsibility for monitoring or enforcing the list of Disqualified Institutions or for any assignment of any Loan or Commitment or the sale of any participation, in either case, to a Disqualified Institution), and (b) notwithstanding the Lead Arrangers’ right to syndicate such Senior Secured Facilities and receive commitments with respect thereto, (i) no Initial Lender shall be relieved, released or novated from its obligations hereunder (including its obligation to fund the Senior Secured Facilities on the date of the consummation of the Acquisition with the proceeds of the initial funding under the Senior Secured Facilities (the date of such funding, the “Closing Date”)) in connection with any syndication, assignment or participation of such Senior Secured Facilities, including its commitments in respect thereof, until after the Closing Date has occurred, (ii) no assignment or novation by any Initial Lender shall become effective as between you and the Initial Lenders with respect to all or any portion of any Initial Lender’s commitments in respect of the Senior Secured Facilities until the initial funding of the Senior Secured Facilities and (iii) unless you otherwise agree in writing, each Initial Lender shall retain exclusive control over all rights and obligations with respect to its commitments in respect of the Senior Secured Facilities, including all rights with respect to consents, modifications, supplements, waivers and amendments, until the Closing Date has occurred. For purposes of this Amended and Restated Commitment Letter, “Lending Affiliate” shall mean, with respect to any Competitor, any bona fide fixed income investor or debt fund (in each case, other than a person that is otherwise excluded pursuant to clause (a)(i) or (iii) of the preceding sentence) that is (i) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of business and (ii) managed, sponsored or advised by any person that is controlling, controlled by or under common control with such Competitor or affiliate thereof, as applicable, but only to the extent that no personnel involved with the investment in such Competitor or affiliate thereof, as applicable, (x) makes (or has the right to make or participate with others in making) investment decisions on behalf of such debt fund, investment vehicle, regulated bank entity or unregulated lending entity or (y) has access to any information (other than information that is publicly available) relating to Parent, Holdings, the Company and/or any entity that forms a part of any of their respective businesses (including any of their respective subsidiaries) or any or any of the Sponsors.
You agree to use your commercially reasonable efforts to assist the Lead Arrangers in completing a syndication reasonably satisfactory to the Lead Arrangers, you and the Company until the date that is the earlier of (a) the 60th day after the Closing Date and (b) the date on which a “Successful Syndication” (as defined in the Amended and Restated Fee Letter) is achieved (the “Syndication Date”). Such assistance shall include your using commercially reasonable efforts to (i) ensure that the syndication efforts benefit from existing banking relationships of the Parent and its subsidiaries and the Company and its subsidiaries and the existing banking relationships of the Sponsors, (ii) to cause direct contact between your senior management, on the one hand, and the proposed Lenders, on the other hand (and, to the extent not in contravention of the Merger Agreement, your using commercially reasonable efforts to ensure such contact between the senior management of the Company, on the one hand, and the proposed Lenders, on the other hand) at mutually agreed upon times, (iii) assist (including, to the extent not in contravention of the Merger Agreement, the use of commercially reasonable efforts to cause the Company to assist) in the preparation of a customary confidential information memorandum in a form customarily delivered in connection with senior secured bank financings (the “Confidential Information Memorandum”) for the Senior Secured Facilities and other readily available customary marketing materials to be used in connection with the syndication, subject to the limitations set forth herein and the limitations on your rights to request information concerning the Company and its subsidiaries in the Merger Agreement; provided that you shall use commercially reasonable efforts to ensure that the Confidential Information Memorandum for the Senior Secured Facilities is provided to the Lead Arrangers at least 15 consecutive days prior to the Closing Date, provided that if such 15 consecutive day period were to commence but would not be completed in accordance with its terms prior to December 20, 2014, then such 15 consecutive day period shall not commence prior to January 5, 2015, (iv) to host, with the Lead Arrangers, of one meeting of prospective Lenders at a time and at a location to be mutually agreed upon (and to the extent necessary, one or more conference calls with prospective Lenders in addition to any such meetings), (v) to use your commercially reasonable efforts to provide promptly to us (including, to the extent not in contravention of the Merger Agreement, to use commercially reasonable efforts to cause the Company to provide to us) (x)(I) projections relating to the Company (the “Projections”), as the Lead Arrangers may reasonably request in connection with the general syndication of the Senior Secured Facilities, (II) if the unaudited consolidated balance sheet of the Company and its subsidiaries for the fiscal quarter of the Parent ended July 31, 2014, and the related consolidated statements of income for the three month period then ended of the Company and its subsidiaries have been delivered, comparisons to the corresponding period for the 2013 fiscal year, which financial statements shall only be available to private side lenders and (III) within sixty days of the fiscal quarter of Parent ending October 31, 2014, unaudited financial statements of the Company for the three months ending September 30, 2014 (with comparisons to the corresponding period for the 2013 fiscal year), prepared in accordance in all material respects with US GAAP, which financial statements shall only be available to private side lenders and (y)(I) to the extent unaudited consolidated balance sheet of Parent and its subsidiaries for the fiscal quarter of the Parent ended July 31, 2014 and the related consolidated statements of income for the three month period then ended of Parent and its subsidiaries has been delivered, comparisons to the corresponding period for the 2013 fiscal year, which financial statements shall only be available to private side lenders and (II) within sixty days of the fiscal quarter of Parent ending October 31, 2014, unaudited financial statements
of Parent for the six months ending October 31, 2014, prepared in accordance in all material respects with IFRS, (vi) prior to the bank meeting for the general syndication of the Senior Secured Facilities, to obtain a public corporate credit rating and a public corporate family rating (collectively hereinafter referred to as the “Corporate Family Ratings”) in respect of the Parent from each of Standard & Poor’s Ratings Group (“S&P”) and Moody’s Investors Service, Inc. (“Moody’s”) and public ratings for the Senior Secured Facilities from each of S&P and Moody’s and (vii) to ensure that until the earlier of the Closing Date and achievement of a Successful Syndication, there shall be no competing offering, placement or arrangement of any debt securities or syndicated credit facilities by Parent and its subsidiaries and using your commercially reasonable efforts to ensure in accordance with the terms of the Merger Agreement that there shall be no competing offering, placement or arrangement of any debt securities or syndicated credit facilities by the Company and its subsidiaries (other than in connection with the Transactions, including the Senior Secured Facilities, existing indebtedness of the Parent and its subsidiaries and of the Company and its subsidiaries (including borrowings pursuant to their respective existing credit facilities in the ordinary course of business), working capital indebtedness incurred in the ordinary course of business, indebtedness disclosed to the Commitment Parties on or prior to September 15, 2014, indebtedness incurred in connection with the Return of Value Payment (as hereinafter defined) to the extent such payment is made prior to the Closing Date, other indebtedness permitted to be outstanding or issued under the Merger Agreement and indebtedness approved by the Lead Arrangers (such consent not to be unreasonably withheld, delayed or conditioned) without the prior written consent of the Lead Arrangers if such securities or facilities would have a materially detrimental effect upon the primary syndication of the Senior Secured Facilities. You understand that the Lead Arrangers may decide to commence syndication efforts for the Senior Secured Facilities promptly after September 15, 2014, but we understand and acknowledge and agree that the commencement or undertaking of any such syndication shall be subject to such limitations and restrictions imposed by applicable law, including the Takeover Code of the United Kingdom. Notwithstanding anything to the contrary contained in this Amended and Restated Commitment Letter or the Amended and Restated Fee Letter or any other letter agreement or undertaking concerning the financing of the Transactions to the contrary, neither the compliance with any of the provisions of this Amended and Restated Commitment Letter (other than the Exclusive Funding Conditions) nor the commencement nor the completion of the syndication of the Senior Secured Facilities nor the obtaining of the ratings referenced above, shall constitute a condition precedent to its commitments hereunder or to the funding of the applicable Senior Secured Facility on the Closing Date. For the avoidance of doubt, you will not be required to provide any information to the extent that the provision thereof would violate any attorney-client privilege, law, rule or regulation, or any obligation of confidentiality binding on you, the Company or your or its respective affiliates (provided that in the case of any confidentiality obligation, you shall notify us if any such information that we have specifically identified and requested is being withheld as a result of any such obligation of confidentiality) and the only financial statements that shall be required to be provided to the Lead Arrangers, the Initial Lenders or any Commitment Party in connection with the syndication of the Senior Secured Facilities shall be those required to be delivered pursuant to clauses (c) and (d) of Exhibit C hereto.

The Lead Arrangers will manage, in consultation with you and the Company, all aspects of the syndication, including, without limitation, selection of Lenders (subject to your and the Company’s consent (not to be unreasonably withheld or delayed) and excluding
Disqualified Institutions), determination of when the Lead Arrangers will approach potential Lenders and the time of acceptance of the Lenders’ commitments, the final allocations of the commitments among the Lenders and the amount and distribution of fees among the Lenders (subject to your and Company’s right to allocate commitments and consent rights, as described above).

You agree, at the reasonable request of the Lead Arrangers, to use commercially reasonable efforts to assist in the preparation of a version of the Confidential Information Memorandum to be used in connection with the syndication of the Senior Secured Facilities, consisting exclusively of information and documentation that is either (a) publicly available (or customarily contained in any “public side” confidential information memorandum for senior secured bank facilities) or (b) not material with respect to you, the Parent, Holdings, the Company or your or any of their respective subsidiaries or any of your or their respective securities for purposes of United States Federal and state securities laws and of the United Kingdom’s Financial Services and Markets Act assuming such laws are applicable to you, Parent, Holdings, the Company or your or their respective subsidiaries (all such information and documentation being “Public Lender Information” and with any information and documentation that is not Public Lender Information being referred to herein as “Private Lender Information”).

You hereby acknowledge that the Lead Arrangers will make available on a confidential basis information, Projections and other offering and marketing materials and presentations, including the Confidential Information Memorandum to be used in connection with the syndication of the Senior Secured Facilities (such information, Projections, other offering and marketing material and the Confidential Information Memorandum, collectively, with the Term Sheets, the “Information Materials”), to the proposed syndicate of Lenders by posting the Information Materials on Intralinks, SyndTrak Online or by similar electronic means.

It is understood that in connection with your assistance described above, customary authorization letters will be included in the Confidential Information Memorandum that authorize the distribution thereof to prospective Lenders, confirm that, with respect to the Company and its subsidiaries, to your knowledge, the additional version of the Confidential Information Memorandum does not include any Private Lender Information (other than information about the Transaction or the Senior Secured Facilities) and exculpate the existing equity holders, Golden Gate, Francisco Partners, Thoma Bravo, Elliott Management, Wizard, Parent, Holdings and its subsidiaries, the Company and their respective affiliates and us and our affiliates with respect to any liability related to the use of the contents of the Information Materials or related offering and marketing materials by the recipients thereof. Before distribution of any Information Materials, you agree to use commercially reasonable efforts to identify that portion of the Information Materials that may be distributed to the public-side lenders. By marking Information Materials as “PUBLIC”, you shall be deemed to have authorized the Commitment Parties and the proposed Lenders to treat such Information Materials as not containing any Private Lender Information (it being understood that you shall not be under any obligation to mark the Information Materials “PUBLIC”). You agree that, unless expressly identified as “Public Lender Information”, each document to be disseminated by the Lead Arrangers (or any other agent) to any Lender in connection with the Senior Secured Facilities will be deemed to contain Private Lender Information.
You agree that the Lead Arrangers on your behalf may distribute the following documents to all prospective Lenders, unless you advise the Lead Arrangers in writing (including by email) within a reasonable time prior to their intended distributions (after you have been given a reasonable opportunity to review such documents) that such material should only be distributed to prospective private Lenders: (a) administrative materials for prospective Lenders such as lender meeting invitations and funding and closing memoranda; (b) notifications of changes to the Senior Secured Facilities’ terms; and (c) drafts and final versions of definitive documents with respect to the Senior Secured Facilities (excluding schedules thereto). If you advise us in writing (including by email) within a reasonable time prior to their intended distributions (after you have been given a reasonable opportunity to review such documents) that any of the foregoing items should be distributed only to private Lenders, then the Lead Arrangers will not distribute such materials to public Lenders without your consent.

Information.

You hereby represent and warrant that (a) to your knowledge insofar as it applies to information concerning the Company and its subsidiaries and their respective businesses, all written information concerning the Company, Parent and their respective subsidiaries and their respective businesses (other than projections, estimates, budgets other forward-looking information and information of a general economic or industry nature) that has been or will be made available by you (or on your behalf) to any Commitment Party in connection with the Transactions (the “Information”) does not or will not when furnished, taken as a whole, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made, as supplemented and updated, and (b) the Projections contained in the Confidential Information Memorandum will be prepared in good faith based upon assumptions believed by you to be reasonable at the time of delivery thereof based on information provided by the Company or its representatives; it being understood that such financial projections (i) are subject to significant uncertainties and contingencies, many which are beyond your control, that no assurance can be given that any particular financial projections will be realized, that actual results may differ and that such differences may be material and (ii) are not a guarantee of performance. If at any time prior to earlier of (x) the Closing Date and (y) achievement of a Successful Syndication, you become aware that any of the representations and warranties in the preceding sentence would be, to your knowledge insofar as it applies to information concerning the Company and its subsidiaries and their respective businesses, incorrect in any material respect, you agree, subject to any limitations in the Merger Agreement, to use your commercially reasonable efforts to supplement the Information from time to time until the earlier of (x) the Closing Date and (y) achievement of a Successful Syndication such that, to your knowledge insofar as it applies to information concerning the Company and its subsidiaries and their respective businesses, the representations and warranties in the preceding sentence remain true in all material respects. Notwithstanding anything to the contrary contained herein, the Amended and Restated Fee Letter of the Senior Secured Facilities Documentation, none of the making of any representation under this paragraph, the provision of any supplement to the Information or Projections nor the accuracy of the foregoing representations and warranties, whether or not cured, shall be a condition to the availability and/or initial funding of the Senior Secured Credit Facilities or the obligations of the Initial Lenders hereunder. In arranging the Senior Secured Facilities, including the syndication of the Senior Secured
Facilities, each of the Commitment Parties will be entitled to use and rely primarily on the Information and Projections without responsibility for independent verification thereof.

Fees.

As consideration for the Initial Lenders’ commitments hereunder and the Lead Arrangers’ agreements to syndicate the Senior Secured Facilities, you agree to pay (or to cause to be paid) the nonrefundable (except as set forth in the Amended and Restated Fee Letter) fees as set forth in the Term Sheets and in the Amended and Restated Fee Letter.

Conditions.

The Initial Lenders’ commitments hereunder to fund the Senior Secured Facilities on the Closing Date and the Lead Arrangers’ agreements to perform the services described herein are subject to the conditions set forth in (i) the section entitled “Conditions Precedent to Initial Borrowing” in Exhibit B hereto, and (ii) Exhibit C hereto (the “Exclusive Funding Conditions”), and upon the satisfaction (or waiver by the Lead Arrangers) of the Exclusive Funding Conditions, the initial funding of the Senior Secured Facilities shall occur; it being understood that there are no conditions (implied or otherwise) to the commitments hereunder, including compliance with the terms of this Amended and Restated Commitment Letter, the Amended and Restated Fee Letter and the Senior Secured Facilities Documentation, other than those that are expressly stated in the Exclusive Funding Conditions. Without limiting the conditions precedent provided herein to funding the Senior Secured Facilities, the Lead Arrangers will cooperate with you as reasonably requested in coordinating the timing and procedures for the funding of the Credit Facilities in a manner consistent with the Merger Agreement.

Notwithstanding anything in this Amended and Restated Commitment Letter, the Term Sheets, the Amended and Restated Fee Letter, the Senior Secured Facilities Documentation or any other letter agreement or other undertaking concerning the financing of the Transactions to the contrary, (a) the only representations to be made on the Closing Date shall be (i) such of the representations made by the Company with respect to the Company and its subsidiaries in the Merger Agreement as are material to the interests of the Lenders, but only to the extent that you (or any of your affiliates) have the right to terminate your obligations under the Merger Agreement (or refuse to consummate the Merger Agreement) as a result of a breach of such representations in the Merger Agreement (such representations referred to in this clause (i), the “Specified Merger Agreement Representations”) and (ii) the Specified Representations (as defined below), and (b) the terms of the Senior Secured Facilities Documentation shall be in a form such that they do not impair availability of the Senior Secured Facilities on the Closing Date if the conditions set forth (i) in the section entitled “Conditions Precedent to Initial Borrowing” in Exhibit B hereto, and (ii) in Exhibit C as attached hereto are satisfied or waived (it being understood that to the extent any lien search, insurance certificates, Guarantee or Collateral or any security interests therein (including the creation or perfection of any security interest) (other than (x) the execution and delivery of guarantees from U.S. and U.K. Guarantors as required under the heading “Guarantees”, (y) grants of Collateral subject to the Uniform Commercial Code that may be perfected by the filing of Uniform Commercial Code financing statements and (z) the delivery of stock certificates for certificated interests of the Borrower, to
the extent certificated, and wholly owned material domestic and UK subsidiaries of the Borrower, in each case that is part of the Collateral required to be pledged solely to the extent possession of such certificates perfects a security interest therein)) is not or cannot be provided or perfected on the Closing Date after your use of commercially reasonable efforts to do so, without undue burden or expense, the delivery of such lien search, insurance certificates, Guarantee, and/or Collateral (and perfecting of security interests therein) shall not constitute a condition precedent to the availability of the Senior Secured Facilities on the Closing Date but shall be required to be delivered within 90 days after the Closing Date (or such later date as may be reasonably agreed by the Borrower and the Administrative Agent) pursuant to arrangements to be mutually agreed). For purposes hereof, “Specified Representations” means the representations and warranties set forth in the Senior Secured Facilities Documentation made by the Borrower and to the extent applicable, any Guarantor, set forth in the Term Sheets relating to their respective organizational existence, corporate power and authority and due authorization, execution and delivery, in each case, as they relate to entering into and performance of the Senior Secured Facilities Documentation; enforceability of the Senior Secured Facilities Documentation; no conflicts with or consent under charter documents of the Borrower or, if applicable, any Guarantor, as it relates to the entering into and performance of the Senior Secured Facilities Documentation; solvency as of the Closing Date (after giving effect to the Transactions) of Parent and its restricted subsidiaries on a consolidated basis (with solvency being determined in a manner consistent with Exhibit D attached hereto); subject to the limitations set forth above, creation, validity and perfection of security interests in the Collateral; Federal Reserve margin regulations; the Investment Company Act; and use of the proceeds of the Loans not violating FCPA or OFAC; the USA Patriot Act. Notwithstanding anything to the contrary contained herein, to the extent any of the Specified Merger Agreement Representations or the Specified Representations are qualified or subject to “material adverse effect,” the definition thereof shall be “Company Material Adverse Effect” as defined in the Merger Agreement (“Company Material Adverse Effect”), as applicable, for purposes of any representations and warranties made or to be made on, or as of, the Closing Date. The provisions of this paragraph are referred to as the “Certain Funds Provision”.

Indemnity; Costs and Expenses.

You agree to indemnify and hold harmless each Commitment Party, its affiliates and their respective officers, directors, employees, members, agents, advisors, representatives and controlling persons involved in the Transactions (each, a “related party”), it being understood that in no event will this indemnity apply to any Commitment Party or its affiliates solely in their capacity as (a) financial advisors to Parent, the Company or their respective subsidiaries in connection with the Acquisition or any other potential acquisition of or by Parent, the Company or their respective affiliates or (b) as a co-investor in the Transactions or any potential acquisition of or by the Company or its affiliates (collectively, the “Indemnified Persons” and each individually an “Indemnified Person”), from and against any and all actual losses, claims, damages, liabilities and expenses, joint or several, to which any such Indemnified Person may become subject arising out of or in connection with this Amended and Restated Commitment Letter, the Term Sheets, the Amended and Restated Fee Letter or the Transactions or any claim, litigation, investigation or proceeding (any of the foregoing, a “Proceeding”) relating to any of the foregoing, regardless of whether any such Indemnified Person is a party thereto or whether a Proceeding is brought by a third party or by you or any of your affiliates,
and to reimburse each such Indemnified Person within 30 days after receipt of a written request (together with reasonably detailed backup documentation supporting such reimbursement request) for the reasonable fees and reasonable out-of-pocket expenses of one primary counsel for all Indemnified Persons (taken as a whole) (and, solely in the case of an actual conflict of interest, one additional counsel as necessary to the affected Indemnified Persons taken as a whole), and, to the extent reasonably necessary, one local counsel in each relevant material jurisdiction, but no other third-party advisors without your prior consent, or other out-of-pocket expenses incurred in connection with investigating, or defending any of the foregoing; provided that, the foregoing indemnity will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or related expenses to the extent they are found to have resulted from (A) the willful misconduct, bad faith, or gross negligence of such Indemnified Person, its affiliates or any of their officers, directors, employees, advisors, members, agents, representatives, controlling persons or other related parties as determined in a final non-appealable judgment of a court of competent jurisdiction, (B) any material breach of the obligations of such Indemnified Person or any of its affiliates or related parties under this Amended and Restated Commitment Letter, the Term Sheets or the Amended and Restated Fee Letter as determined in a final non-appealable judgment of a court of competent jurisdiction or (C) any dispute among Indemnified Persons that does not involve an act or omission by you or any of your subsidiaries (other than any claims against the Administrative Agent or a Lead Arranger in their capacity as such but subject to clause (A) above). Each Indemnified Person agrees (by accepting the benefits hereof) to refund and return any and all amounts paid by you to such Indemnified Person to the extent any of the foregoing items described in clauses (A), (B) or (C) occurs.

In addition, if the Closing Date occurs, you hereby agree to reimburse the Lead Arrangers and their respective affiliates that are otherwise Initial Lenders on the Closing Date (to the extent you have been provided an invoice therefor at least three (3) business days prior to the Closing Date) for all reasonable documented out-of-pocket expenses (including, without limitation, reasonable documented out-of-pocket expenses of the Lead Arrangers’ (and their respective affiliates that are otherwise Initial Lenders) due diligence investigation, consultants’ fees (to the extent any such consultant has been hired with your prior consent), syndication expenses, travel expenses and in the case of legal fees and expenses, limited to the reasonable fees and reasonable documented out-of-pocket expenses of Cahill Gordon & Reindel LLP as legal counsel to the Lead Arrangers, taken as a whole (which fees, charges and disbursements, for the avoidance of doubt, shall be limited to those of the “tree” that has been acting for the “left” Lead Arranger prior to September 15, 2014 (and those of any common diligence team)) and one local counsel in each relevant material jurisdiction, in each case, incurred in connection with the preparation of this Amended and Restated Commitment Letter, the Term Sheets, the Amended and Restated Fee Letter and the Senior Secured Facilities Documentation. You acknowledge that we may receive a benefit, including without limitation, a discount, credit or other accommodation, from any of such counsel based on the fees such counsel may receive on account of their relationship with us including, without limitation, fees paid pursuant hereto.

Notwithstanding any other provision of this Amended and Restated Commitment Letter, no party hereto shall be liable for any damages arising from (i) the use by others of information or other materials obtained through electronic, telecommunications or other information transmission systems, except to the extent such damages have resulted from the willful misconduct, bad faith, gross negligence or material breach of such party or any of its
affiliates or related parties as determined in a final non-appealable judgment of a court of
competent jurisdiction or (ii) for any special, indirect, consequential or punitive damages in
connection with its activities related to this Amended and Restated Commitment Letter, the Term
Sheets, the Amended and Restated Fee Letter or the Senior Secured Facilities Documentation;
provided, that nothing contained in this sentence shall limit your indemnification obligations
hereinabove to the extent such special, indirect, consequential or punitive damages are included
in any third party claim in connection with which such Indemnified Person is otherwise entitled
to indemnification hereunder. You shall not be liable for any settlement of any Proceedings
effected without your consent (which consent shall not be unreasonably withheld, delayed or
conditioned), but if settled with your written consent or if there is a final judgment against an
Indemnified Person in any such Proceedings, you agree to indemnify and hold harmless each
Indemnified Person from and against any and all actual losses, claims, damages, liabilities and
expenses by reason of such settlement or judgment in accordance with the preceding paragraph.
You shall not, without the prior written consent of an Indemnified Person (which consent shall
not be unreasonably withheld, delayed or conditioned), effect any settlement of any pending or
threatened Proceedings in respect of which indemnity could have been sought hereunder by such
Indemnified Person unless (a) such settlement includes an unconditional release of such
Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person
from all liability on claims that are the subject matter of such Proceedings and (b) does not
include any statement as to or any admission of fault, culpability or a failure to act by or on
behalf of such Indemnified Person.

In case any Proceeding is instituted involving any Indemnified Person for which
indemnification is to be sought hereunder by such Indemnified Person, then such Indemnified
Person will promptly notify you of the commencement of any Proceeding; provided, however,
that the failure so to notify you will not relieve you from any liability that you may have to such
Indemnified Person pursuant to this “Indemnity; Costs and Expenses” section or from any
liability that you may have to such Indemnified Person other than pursuant to this “Indemnity;
Costs and Expenses” section, except to the extent that you are materially prejudiced by such
failure. Notwithstanding the above, following such notification, you may elect in writing to
assume the defense of such Proceeding, and, upon such election, you will not be liable for any
legal costs subsequently incurred by such Indemnified Person (other than reasonable costs of
investigation and providing evidence) in connection therewith, unless (i) you have failed to
provide counsel reasonably satisfactory to such Indemnified Person in a timely manner,
(ii) counsel provided by you reasonably determines that its representation of such Indemnified
Person would present it with a conflict of interest or (iii) the Indemnified Person reasonably
determines that there are actual conflicts of interest between you and the Indemnified Person,
including situations in which there may be legal defenses available to it which are different from
or in addition to those available to you. In connection with any one Proceeding, you will not be
responsible for the fees and expenses of more than one separate law firm for all Indemnified
Persons plus additional conflicts and local counsel as specifically provided herein.

Confidentiality.

You acknowledge that the Lead Arrangers, the Initial Lenders and their respective
affiliates may be providing debt financing, equity capital or other services (including, without
limitation, financial advisory services) to other companies in respect of which you, the Company
or any offering may have conflicting interests. None of the Commitment Parties and their affiliates will use information obtained from you, Parent, Holdings, Wizard, the Company or Golden Gate, Francisco Partners, Thoma Bravo, or Elliott Management by virtue of the transactions contemplated by this Amended and Restated Commitment Letter or any of their other respective relationships with you, Parent, Holdings, Wizard, the Company, Golden Gate, Francisco Partners, Thoma Bravo, or Elliott Management in connection with the performance by them and their respective affiliates of services for other persons or entities, and none of the Commitment Parties and their affiliates will furnish any such information to other persons or entities. You also acknowledge that none of the Commitment Parties and their affiliates has any obligation to use in connection with the transactions contemplated by this Amended and Restated Commitment Letter, or to furnish to you, Parent, Holdings, Wizard, Golden Gate, Francisco Partners, Thoma Bravo, Elliott Management, the Company or your or its respective subsidiaries, confidential information obtained by the Commitment Parties and their affiliates from other persons or entities. This Amended and Restated Commitment Letter and the Amended and Restated Fee Letter are not intended to create a fiduciary relationship among the parties hereto or thereto.

You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and the Commitment Parties is intended to be or has been created in respect of any of the debt transactions contemplated by this Amended and Restated Commitment Letter, irrespective of whether the Commitment Parties have advised or are advising you on other matters, (b) the Commitment Parties, on the one hand, and you, on the other hand, have an arm’s-length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty on the part of the Commitment Parties, (c) you are capable of and responsible for evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Amended and Restated Commitment Letter and (d) you have been advised that the Commitment Parties and their affiliates are engaged in a broad range of transactions that may involve interests that differ from your interests and that the Commitment Parties and their affiliates have no obligation to disclose such interests and transactions to you by virtue of any fiduciary, advisory or agency relationship.

You further acknowledge that the Lead Arrangers are full service securities firms engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, each such person may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of you and other companies with which you may have commercial or other relationships. With respect to any securities and/or financial instruments so held by such person or any of its customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion. To the fullest extent permitted by law, you hereby waive and release any claims that you may have against each such person with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated by this Amended and Restated Commitment Letter.

You agree that you will not disclose this Amended and Restated Commitment Letter, the Term Sheets, the Amended and Restated Fee Letter or the contents of any of the
foregoing to any person or entity without our prior written approval (which may include through electronic means) (not to be unreasonably withheld, conditioned, delayed or denied), except that you may disclose (a) this Amended and Restated Commitment Letter, the Term Sheets, the Amended and Restated Fee Letter and the contents hereof and thereof (i) to Parent, Holdings and your and their respective officers, directors, agents, employees, affiliates, members, partners, stockholders, equityholders, controlling persons, agents, attorneys, accountants, advisors and actual and potential co-investors directly involved in the consideration of this matter on a confidential basis and (ii) as required by applicable law (including under the terms of the United Kingdom Takeover Code and any related Prospectus and Listing Rules), compulsory legal process, pursuant to the order of any court or administrative agency in any pending legal, judicial or administrative proceeding or to the extent required by governmental and/or regulatory authorities or pursuant to the order of any court or administrative agency in any pending legal, judicial or administrative proceeding (in which case you agree to use commercially reasonable efforts to inform us promptly thereof to the extent lawfully permitted to do so), (b) this Amended and Restated Commitment Letter, the Term Sheets, and the Amended and Restated Fee Letter and the contents hereof and thereof to Wizard, the Company, Golden Gate, Francisco Partners, Thoma Bravo Elliott Management and their respective officers, directors, agents, employees, affiliates, members, partners, stockholders, equityholders, controlling persons, agents, attorneys, accountants and advisors, in each case in connection with the Transactions and on a confidential basis, (c) the existence and contents of the Term Sheets to any rating agency, (d) the existence and contents of this Amended and Restated Commitment Letter and Term Sheets to a potential Lender in connection with the Transactions, (e) the aggregate fee amounts contained in the Amended and Restated Fee Letter as part of projections, pro forma information or a generic disclosure of aggregate sources and uses related to fee amounts related to the Transactions to the extent customary or required in offering and marketing materials or in any public filing relating to the Transactions, (f) the existence and contents of this Amended and Restated Commitment Letter and the Term Sheets, and to the extent required as reasonably determined by Parent or any of its subsidiaries, the Amended and Restated Fee Letter, in any proxy, public filing, prospectus, offering memorandum, offering circular, syndication materials or other marketing materials in connection with the Acquisition or the financing thereof and (g) in connection with any remedy or enforcement of any right under this Amended and Restated Commitment Letter; provided that, the foregoing restrictions shall cease to apply upon the earlier of (i) the date the Senior Secured Facilities Documentation shall have been executed and delivered by the parties thereto (other than in respect of the Amended and Restated Fee Letter and the contents thereof) and (ii) September 15, 2016.

Each Commitment Party agrees to keep confidential, and not to publish, disclose or otherwise divulge, information obtained from or on behalf of you, the Company or your respective affiliates in the course of the transactions contemplated hereby, except that the Commitment Parties shall be permitted to disclose such confidential information (a) to their respective directors, officers, agents, employees, attorneys, accountants and advisors, and to their respective affiliates involved in the Transactions (other than Excluded Affiliates) who are made aware of and agree to comply with the provisions of this paragraph, in each case on a confidential basis, (b) on a confidential basis to any bona fide potential Lender, participant or swap counterparty (in each case, other than a Disqualified Institution and other persons to whom you have affirmatively declined to consent to the syndication or assignment thereto prior to the disclosure of such confidential information to such person) that agrees to keep such information
confidential in accordance with the provisions of this paragraph (or language substantially similar to this paragraph that is reasonably acceptable to the Company and you) for the benefit of you and the Company, (c) as required by the order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law, regulation or compulsory legal process (in which case, except with respect to any audit or examination conducted by bank accountants or any self-regulatory authority or governmental or regulatory authority exercising examination or regulatory authority, we agree to use commercially reasonable efforts to inform you promptly thereof to the extent lawfully permitted to do so), (d) to the extent requested by any bank regulatory authority having jurisdiction over a Commitment Party, including any audit or examination conducted by bank accountants or any governmental, regulatory or self-regulatory authority exercising examination or regulatory authority (in which case such Commitment Party shall except with respect to any audit or examination conducted by bank accountants or any governmental, regulatory or self-regulatory authority exercising examination or regulatory authority, to the extent permitted by law, notify you promptly in advance thereof), (e) to the extent such information: (i) becomes publicly available other than as a result of a breach of this Amended and Restated Commitment Letter, the Term Sheets, the Amended and Restated Fee Letter or other confidential or fiduciary obligation owed by such Commitment Party to you, Parent, Holdings, Wizard, Golden Gate, Francisco Partners, Thoma Bravo, Elliott Management, the Company or their respective affiliates or (ii) becomes available to the Commitment Parties on a non-confidential basis from a source other than you or on your behalf that to such Commitment Party’s knowledge (after due inquiry) not in violation of any confidentiality obligation owed to you, the Company, Parent, Holdings, Wizard, Golden Gate, Francisco Partners, Thoma Bravo, Elliott Management, or their respective affiliates, (f) to the extent you shall have consented to such disclosure in writing (which may include through electronic means), (g) in protecting and enforcing the Commitment Parties’ rights with respect to this Amended and Restated Commitment Letter, (h) for purposes of establishing any defense available under securities laws, including, without limitation, establishing a “due diligence” defense, (i) in consultation with you, the existence and contents of the Term Sheet to rating agencies or (j) to the extent independently developed by such Commitment Party without reliance on confidential information or any other information available as a result of a breach of confidentiality obligations; provided that, no such disclosure shall be made by any Commitment Party to any of its affiliates that are engaged as principals primarily in private equity, mezzanine financing or venture capital (a “Private Equity Affiliate”) or are engaged directly or indirectly in the combination of the Company and its subsidiaries with you and your subsidiaries, including through the provision of advisory services (a “Sell Side Affiliate” and, together with the Private Equity Affiliates, the “Excluded Affiliates”). The Commitment Parties’ and their affiliates’, if any, obligations under this paragraph shall terminate automatically to the extent superseded by the confidentiality provision in the Senior Secured Facilities Documentation upon the effectiveness thereof and, in any event will terminate September 15, 2016.

Patriot Act.

We hereby notify you that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the “Patriot Act”)), each of us and each of the Lenders may be required to obtain, verify and record information that identifies the Borrower and each Guarantor, which information may include its name and address and
other information that will allow each of us and the Lenders to identify the Borrower and such Guarantor in accordance with the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act and is effective for each of us and the Lenders.

Governing Law, Etc.

This Amended and Restated Commitment Letter and the commitments hereunder shall not be assignable by any party hereto (except (a) by the Initial Lenders in connection with the syndication of the Senior Secured Facilities subject to the section entitled “Syndication” above (and the limitations set forth therein) and (b) by you to one or more wholly owned US or UK subsidiaries of the Parent in connection with the Acquisition and to the Borrower, the Company or any of their respective subsidiaries in connection with the Acquisition) without the prior written consent of the other party, and any attempted assignment without such consent shall be void. This Amended and Restated Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by the Commitment Parties and you. This Amended and Restated Commitment Letter may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Amended and Restated Commitment Letter by facsimile transmission or electronic transmission (e.g., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Amended and Restated Commitment Letter. This Amended and Restated Commitment Letter (including the exhibits and annexes hereto) and the Amended and Restated Fee Letter are the only agreements that have been entered into among the parties hereto with respect to the Senior Secured Facilities and set forth the entire understanding of the parties hereto with respect thereto. This Amended and Restated Commitment Letter is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the Indemnified Persons. Subject to the limitations set forth in the section entitled “Syndication” above, the Commitment Parties may perform the duties and activities described hereunder through any of their affiliates (other than an Excluded Affiliate) and the provisions of the third preceding paragraph shall apply with equal force and effect to any of such affiliates so performing any such duties or activities. This Amended and Restated Commitment Letter shall be governed by, and construed in accordance with, the laws of the State of New York; provided, however, that the laws of the England and Wales shall govern in determining (a) the interpretation of a Parent Material Adverse Effect, a Company Material Adverse Effect and whether a Parent Material Adverse Effect or a Company Material Adverse Effect has occurred, (b) the accuracy of any Specified Merger Agreement Representation and whether as a result of any inaccuracy thereof you have the right (without regard to any notice requirement) to terminate your obligations (or to refuse to consummate the acquisition) under the Merger Agreement and (c) whether the acquisition has been consummated in accordance with the terms of the Merger Agreement (in each case, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of England and Wales).

Each party hereto hereby irrevocably and unconditionally submits to the exclusive jurisdiction of any state or Federal court sitting in the City of New York, borough of Manhattan and any appellate court thereof, over any suit, action or proceeding arising out of or relating to this Amended and Restated Commitment Letter, the Term Sheets or the Amended and Restated
Fee Letter or the performance of services hereunder or thereunder. Each party hereto agrees that service of any process, summons, notice or document by registered mail addressed to such party shall be effective service of process for any suit, action or proceeding brought in any such court. Holdings irrevocably designate and appoint the Borrower as its authorized agent upon which service of any process, summons, notice or document by registered mail addressed to such party shall be effective service of process for any suit, action or proceeding brought in any such court. Each party hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in any inconvenient forum and agrees that a final, non-appealable judgment in any such action, suit or proceeding may be enforced in other jurisdictions in any manner provided by law. EACH PARTY HERETO HEREBY IRREVOCABLY AGREES TO WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS AMENDED AND RESTATED COMMITMENT LETTER, THE TERM SHEETS OR THE AMENDED AND RESTATED FEE LETTER OR THE PERFORMANCE OF SERVICES HEREOUNDER OR THEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or under the Amended and Restated Fee Letter in dollars 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 Lead Arrangers could purchase (and remit in New York City) dollars with such other currency on the business day preceding that on which final judgment is given. Your obligation in respect of any sum due hereunder or under the Amended and Restated Fee Letter shall, notwithstanding any judgment in a currency other than dollars, be discharged only to the extent that on the business day following its receipt of any sum adjudged to be so due in such other currency, the Lead Arrangers may, in accordance with normal banking procedures, purchase (and remit in New York City) dollars with such other currency; if the dollars so purchased and remitted are less than the sum originally due to the Lenders, the Lead Arrangers or any Indemnified Person in dollars, you agree, as a separate obligation and notwithstanding any such judgment, to indemnify the relevant payee against such loss, and if the dollars so purchased exceed the sum originally due in dollars, such excess shall be remitted to you.

Each of the parties hereto agrees that (a) this Amended and Restated Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein, including an agreement to negotiate in good faith the Senior Secured Facilities Documentation by the parties hereto in a manner consistent with this Amended and Restated Commitment Letter, it being acknowledged and agreed that the commitment provided hereunder is subject to the Exclusive Funding Conditions and (b) the Amended and Restated Fee Letter is a binding and enforceable agreement with respect to the subject matter contained therein. Reasonably promptly after the execution of this Amended and Restated Commitment Letter, the parties hereto shall proceed with the negotiation in good faith of the Senior Secured Facilities Documentation for the purpose of executing and delivering and funding under the Senior Secured Facilities Documentation substantially simultaneously with the consummation of the Acquisition.
The syndication, expense reimbursement, indemnification, jurisdiction, waiver of jury trial, service of process, venue, governing law, absence of fiduciary duty and confidentiality provisions contained herein and in the Amended and Restated Fee Letter shall remain in full force and effect regardless of whether the Senior Secured Facilities Documentation shall be executed and delivered and notwithstanding the termination of this Amended and Restated Commitment Letter or the Initial Lenders’ commitments hereunder; provided that your obligations under this Amended and Restated Commitment Letter, other than those provisions relating to syndication assistance, shall automatically terminate and be superseded by the provisions of the Senior Secured Facilities Documentation upon the execution thereof, and you shall automatically be released from all liability in connection therewith at such time. You may terminate (on a pro rata basis among the Initial Lenders) the Initial Lenders’ commitments hereunder at any time and all of your obligations hereunder shall automatically terminate subject to the provisions of the preceding sentence.

Please indicate your acceptance of the terms hereof and of the Amended and Restated Fee Letter by signing in the appropriate space below and in the Amended and Restated Fee Letter and returning to Cahill Gordon & Reindel LLP as legal counsel to the Commitment Parties the enclosed duplicate originals (or facsimiles or electronic copies) of this Amended and Restated Commitment Letter and the Amended and Restated Fee Letter, in each case not later than 11:59 p.m., New York City time, on September 20, 2014, failing which the Initial Lenders’ commitments hereunder will expire at such time. In the event that (a) the initial borrowing under the Senior Secured Facilities does not occur on or before February 12, 2015, (b) the Acquisition closes without the use of the Senior Secured Facilities or (iii) the valid termination of the Merger Agreement prior to the closing of the Acquisition, then this Amended and Restated Commitment Letter and the commitments hereunder shall automatically terminate unless we shall, in our sole discretion, agree to an extension, provided that, the termination of any commitment pursuant to this sentence does not prejudice your rights and remedies in respect of any breach of this Amended and Restated Commitment Letter.

This Amended and Restated Commitment Letter supersedes in its entirety that certain Commitment Letter, dated September 15, 2014, by and among you and the Original Commitment Parties.

[Signature Page Follows]
We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

By

Name: Caroline Kim
Title: Director

BANK OF AMERICA, N.A.

By

Name: Caroline Kim
Title: Director

[Commitment Letter Signature Page -- Project Minerva]
HSBC BANK PLC

By

Name: John
Title: Director

HSBC SECURITIES (USA) INC.

By

Name: A. R. Jackson
Title: M.D., Head of LAF
We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

ROYAL BANK OF CANADA

By

Name: 
Title: 

James S. Wolfe
Managing Director
Head of US Leveraged Finance

[Signature Page -- Project Minerva Commitment Letter]
GOLDMAN SACHS BANK USA

By

Name: Robert
tTitle: Authorized Signatory
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By

Name: VIPUL DHADDAAUTHORIZED SIGNATORY

By

Name: Stanley Tran
Title: Authorized Signatory

CREDIT SUISSE SECURITIES (USA) LLC

By

Name: Tom Davidov
Title: Managing Director

[Commitment Letter Signature Page -- Project Minerva]
NZC GUGGENHEIM FUND LLC

By: Guggenheim Partners Investment Management, LLC, as Manager

By

Name: WILLIAM HAGNER
Title: ATTORNEY-IN-FACT

[Commitment Letter Signature Page -- Project Minerva]
Accepted and agreed to as of September __, 2014:

MA FINANCECO., LLC

By
Name: MIKE PHILLIPS
Title: DIRECTOR

MICRO FOCUS GROUP LIMITED

By
Name: MIKE PHILLIPS
Title: DIRECTOR

[Commitment Letter Signature Page -- Project Minerva]
EXHIBIT A

Project Minerva
$2,000 million Senior Secured Facilities

Transaction Description

Capitalized terms used but not defined in this Exhibit A shall have the meanings set forth in the Amended and Restated Commitment Letter and the other Exhibits to the Amended and Restated Commitment Letter to which this Exhibit A is attached (the “Amended and Restated Commitment Letter”). In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit A shall be determined by reference to the context in which it is used.

A company identified to us as “Minerva International PLC”, a company organized under the laws of England and Wales (“Acquirer” or “Parent”), and Minerva Merger Sub, Inc., a newly formed Delaware corporation and a wholly owned direct or indirect subsidiary of Parent (“Merger Sub”), intends to acquire (the “Acquisition”) all of the capital stock of a company identified to us as “The Athena Group, Inc.”, a Delaware corporation (the “Company”), from Wizard Parent, LLC, a Delaware limited liability company (“Wizard”), which is controlled by Golden Gate Capital Private Equity, Inc. and Golden Gate Capital Opportunity Fund, L.P. (collectively, together with their respective affiliates and related funds, “Golden Gate”), Francisco Partners, L.P. and Francisco Partners II, L.P. (collectively, together with their respective affiliates and related funds, “Francisco Partners”), Thoma Cressey Fund VII, L.P. and Thoma Bravo Fund IX, L.P. (collectively, together with their respective affiliates and related funds, “Thoma Bravo”) and Elliott Associates, L.P. (together with its affiliates and related funds, “Elliott Management”; and Elliott Management together with Golden Gate, Francisco Partners and Thoma Bravo, collectively, the “Sponsors”) pursuant to the Agreement and Plan of Merger (together with the schedules, exhibits and annexes thereto, as may be amended, modified, supplemented or waived from time to time, the “Merger Agreement”), dated as of September 15, 2014, by and among Parent, Merger Sub, Wizard, the Company and the other parties thereto pursuant to which, Merger Sub will be merged (the “Merger”) with and into the Company, with the Company being the surviving entity of such Merger. In connection with the Acquisition, you have advised us that (i) Wizard shall receive from the Parent equity interests in the Parent as consideration in connection with the Merger pursuant to the terms and conditions of the Merger Agreement (the “Merger Consideration”) and (ii) Micro Focus Group Limited, a company organized under the laws of England and Wales and wholly owned direct subsidiary of Parent (“Holdings”) has recently formed MA FinanceCo., LLC, a new Delaware limited liability company which will be directly and wholly owned by Holdings (the “Borrower”) to provide financing in connection with the Refinancing, payment of the Transaction Costs and the other Transactions.

In connection with the foregoing, it is intended that:

a) The Borrower will obtain senior secured facilities in an aggregate amount of $2,000 million, comprised of a $1,350 million tranche B term loan facility, a $500 million tranche C term
loan facility and a $150 million revolving credit facility (collectively, the “Senior Secured Facilities”) described in Exhibit B to the Amended and Restated Commitment Letter.

b) Proceeds received by the Borrower will be used to fund (i) a loan by the Borrower to Holdings (the “Borrower Intercompany Loan”), a portion of which (x) may be used by Holdings to make payment in connection with the “Return of Value” (as defined in the Merger Agreement) of approximately $140 million (the “Return of Value Payment”) on or within 30 days after the Closing Date, or to the extent such Return of Value Payment was been paid prior to the Closing Date, to refinance any indebtedness incurred in connection therewith and (y) in turn will be used, contributed or distributed by Holdings and its subsidiaries to (A) Parent and its subsidiaries for the payment in full of all funded debt for borrowed money of the Parent and its subsidiaries and (B) the Company for the payment in full of all funded debt for borrowed money of the Company and its subsidiaries (in each case, other than (i) the loans and other extensions of credit under the Term Loan Facilities and the Revolving Credit Facility, (ii) indebtedness permitted to be issued or remain outstanding under the Merger Agreement, (iii) intercompany debt, (iv) indebtedness disclosed to the Original Commitment Parties prior to September 15, 2014, (v) immaterial indebtedness, and (vi) indebtedness approved by the Lead Arrangers (such consent not to be unreasonably withheld, delayed or conditioned)) (the “Refinancing”), (ii) fees and expenses incurred in connection with the Senior Secured Facilities, the Refinancing and the Acquisition to the extent earned, due and owing on the Closing Date (such fees and expenses, the “Transaction Costs”) and (iii) working capital and general corporate purposes of Parent and its subsidiaries.

The transactions described above are collectively referred to herein as the “Transactions”. For purposes of this Amended and Restated Commitment Letter and the Amended and Restated Fee Letter, “Closing Date” shall mean the date of (x) the satisfaction or waiver of the Exclusive Funding Conditions, (y) the funding of the Senior Secured Facilities and (z) the consummation of the Merger.
Project Minerva

$1,850 million Senior Secured Term Loan Facilities
$150 million Senior Secured Revolving Credit Facility

Summary of Terms and Conditions

Capitalized terms used but not defined in this Exhibit B shall have the meanings set forth in the Amended and Restated Commitment Letter and the other Exhibits attached to the Amended and Restated Commitment Letter to which this Exhibit B is attached (the “Amended and Restated Commitment Letter”). In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit B shall be determined by reference to the context in which it is used.

Borrower: MA FinanceCo., LLC, a Delaware limited liability company (the “Borrower”), formed and wholly owned by Micro Focus Group Limited, a company organized under the laws of England and Wales and wholly owned subsidiary of Parent (“Holdings”).

Administrative Agent and Collateral Agent: Bank of America, N.A. will act as the sole administrative agent and sole collateral agent (in such capacities and together with its successors and permitted assigns, the “Administrative Agent”) for a syndicate of financial institutions (other than Disqualified Institutions) (the “Lenders”) reasonably acceptable to the Borrower and the Company.

Senior Secured Lead Arrangers and Bookrunners: MLPFS, HSBC Securities, RBCCM, GS, CS Securities and Guggenheim.

Syndication Agent: To be mutually agreed.

Documentation Agent: To be mutually agreed.

Senior Secured Term Loan Facilities: (i) A tranche B term loan facility in an aggregate principal amount of $1,350 million (the “Tranche B Term Loan Facility”; loans incurred under the Tranche B Term Loan Facility shall be the “Tranche B Term Loans”) plus, at the Borrower’s election, an amount sufficient to fund any original issue discount (“OID”) or upfront fees required to be funded in connection with the “market flex” provisions implemented pursuant to the Amended and Restated Fee Letter and (ii) a tranche C term loan facility in an aggregate principal amount of $500 million (the “Tranche C Term Loan Facility” and together with the Tranche B Term Loan Facility, collectively, the “Term Loan Facilities” and each a “Term Loan Facility”);
loans incurred under the Tranche C Term Loan Facility shall be the “Tranche C Term Loans”, and together with the Tranche B Term Loans, collectively, the “Term Loans” and each a “Term Loan”) plus, at the Borrower’s election, an amount sufficient to fund any OID or upfront fees required to be funded in connection with the “market flex” provisions implemented pursuant to the Amended and Restated Fee Letter. The Term Loan Facilities will be available to the Borrower in U.S. dollars.

Use of Proceeds: The proceeds of Term Loans will be used to (a) finance the Return of Value Payment, if any on or within 30 days of the Closing Date and the Refinancing and (b) pay Transaction Costs.

Availability: The full amount of Term Loans must be drawn in a single drawing on the Closing Date. Amounts repaid or prepaid under the Term Loan Facilities may not be reborrowed.

Interest Rates and Fees: As set forth on Annex I hereto.
Maturity and Amortization: The Tranche B Term Loan Facility will mature on the day that is 7 years after the Closing Date and will amortize in equal quarterly installments in an aggregate annual amount equal to 1% of its original principal amount (subject to reduction in connection with debt prepayments and debt buy-backs), commencing the second full fiscal quarter after the Closing Date, with the balance payable on the final maturity date; provided that the Senior Secured Facilities Documentation shall provide the right of individual Term Loan Lenders to agree to extend the maturity of their Term Loans upon the request of the Borrower without the consent of any other Lender or the Administrative Agent (as further described below).

The Tranche C Term Loan Facility will mature on the day that is 5 years after the Closing Date and will amortize in equal quarterly installments in an aggregate annual amount equal to 10% of its original principal amount (subject to reduction in connection with debt prepayments and debt buy-backs), commencing the second full fiscal quarter after the Closing Date, with the balance payable on the final maturity date; provided that the Senior Secured Facilities Documentation shall provide the right of individual Term Loan Lenders to agree to extend the maturity of their Term Loans upon the request of the Borrower without the consent of any other Lender or the Administrative Agent (as further described below).

Senior Secured Revolving Credit Facility: A revolving credit facility in an aggregate principal amount of $150 million (the “Revolving Credit Facility” and together with the Term Loan Facilities, collectively, the “Senior Secured Facilities”) will be available to the Borrower. The Revolving Credit Facility will be available to the Borrower in U.S. dollars, Euros, and British Pounds Sterling, and other currencies to be mutually agreed.

Use of Proceeds: The proceeds of loans under the Revolving Credit Facility (the “Revolving Loans”) will be utilized (a) on the Closing Date (i) to fund a portion of the Transaction Costs and (ii) to fund upfront fees or OID implemented pursuant to the flex provisions of the Amended and Restated Fee Letter and (b) on or after the Closing Date for working capital, capital expenditures and general corporate purposes (including acquisitions, investments, restricted payments and other transactions not
prohibited by the Senior Secured Facilities Documentation) (as defined below) of Parent and its subsidiaries. Additionally, Letters of Credit may be issued on the Closing Date in order to backstop or replace letters of credit outstanding on the Closing Date under facilities no longer available to Parent, the Company or their respective subsidiaries and for other purposes to be mutually agreed.

Availability: Revolving Loans may be borrowed, repaid and reborrowed on or after the Closing Date (without premium or penalty) and prior to the Revolving Loan Termination Date in accordance with the terms of the Senior Secured Facilities Documentation referred to below; provided that the Senior Secured Facilities Documentation shall provide the right of individual Revolving Lenders to agree to extend the maturity of their Revolving Commitments and Revolving Loans upon the request of the Borrower without the consent of any other Lender or the Administrative Agent (as further described below).

Interest Rates and Fees: As set forth on Annex I hereto.

Maturity: The Revolving Credit Facility will terminate on the day that is 5 years after the Closing Date (the “Revolving Loan Termination Date”).

Letters of Credit: A portion of the Revolving Credit Facility in an aggregate amount to be mutually agreed shall be available for the issuance of stand-by letters of credit and banker guarantees, available in U.S. dollars, Euros, British Pounds Sterling, and other currencies to be mutually agreed (together with any such existing letters of credit to be rolled into the Revolving Credit Facility, the “Letters of Credit”) to support obligations of Parent and its subsidiaries. Letters of Credit will be issued by the Administrative Agent and other Revolving Lenders reasonably acceptable to the Borrower (in such capacity, the “Issuing Bank”). Maturities for Letters of Credit will not exceed twelve months, renewable annually thereafter and, in any event, shall not extend beyond the Revolving Loan Termination Date (unless collateralized or backstopped in a manner to be mutually agreed); provided, however, that any standby letter of credit may provide for renewal thereof for additional periods of up to 12 months or such longer period of time as may be agreed by the applicable Issuing Bank (which in no event shall extend beyond the date referred to above, unless collateralized or backstopped in a manner to be mutually
agreed upon). Letter of Credit outstandings will reduce availability under the Revolving Credit Facility on a dollar-for-dollar basis. Drawings under any Letter of Credit shall be reimbursed by the Borrower within two business days after written notice is received by the Borrower from the Issuing Bank (whether with its own funds or with proceeds of borrowings under the Revolving Credit Facility). To the extent that the Borrower does not reimburse the Issuing Bank in the time period specified above, each Revolving Lender shall acquire an irrevocable and unconditional pro rata participation in all Letter of Credit outstandings.

If any Revolving Lender becomes a Defaulting Lender (as defined below), then the Letter of Credit exposure of such Defaulting Lender will automatically be reallocated among the non-Defaulting Lenders pro rata in accordance with their commitments under the Revolving Credit Facility up to an amount such that the revolving credit exposure of each such non-Defaulting Lender does not exceed its commitments. In the event such reallocation does not fully cover the Letter of Credit exposure of such Defaulting Lender, the applicable Issuing Bank may require the Borrower to cash collateralize such “uncovered” exposure in respect of each outstanding Letter of Credit and will have no obligation to issue new Letters of Credit, or to extend, renew or amend existing Letters of Credit to the extent Letter of Credit exposure would exceed the commitments of the non-Defaulting Lenders, unless such “uncovered” exposure is cash collateralized to the applicable Issuing Bank’s reasonable satisfaction. The Borrower shall also have the right to terminate the commitment of any Defaulting Lender to the extent such termination does not cause the revolving credit exposure to exceed the revolving credit commitments.

**Swingline Loans:** A portion of the Revolving Credit Facility in an aggregate amount to be mutually agreed shall be available in U.S. dollars prior to the Revolving Loan Termination Date for swingline loans (the “Swingline Loans”) to be made by the Administrative Agent (in such capacity, the “Swingline Lender”) on same-day notice. Any Swingline Loans will reduce availability under the Revolving Credit Facility on a dollar-for-dollar basis. Each Lender under the Revolving Credit Facility (each a “Revolving Lender”) shall acquire an irrevocable and unconditional pro rata participation in each Swingline Loan.
If any Revolving Lender becomes a Defaulting Lender, then the Swingline Loan exposure of such Defaulting Lender will automatically be reallocated among the non-Defaulting Lenders pro rata in accordance with their commitments under the Revolving Credit Facility up to an amount such that the revolving credit exposure of each such non-Defaulting Lender does not exceed its commitments. In the event that such reallocation does not fully cover the exposure of such Defaulting Lender, the Swingline Lender may require the Borrower to cash collateralize or repay such “uncovered” exposure in respect of the outstanding Swingline Loans and will have no obligation to make Swingline Loans to the extent Swingline Loans exposure would exceed the commitments of the non-Defaulting Lenders. The Borrower shall have the right to terminate the commitment of any Defaulting Lender to the extent such termination does not cause the revolving credit exposure to exceed the revolving credit commitments.

Guarantees:

All obligations of the Borrower under the Senior Secured Facilities and, at the option of the Borrower, the obligations of the Borrower, Parent or any of its subsidiaries under interest rate protection, and/or foreign currency swaps or similar agreements with an Agent, a Lender or its affiliates (at the time such agreement was entered into) specifically designated by the Borrower as “Secured Hedging Arrangements” (excluding any Excluded Swap Obligations (to be mutually defined) collectively, the “Secured Hedging Arrangements”) and, at the option of the Borrower, cash management obligations of the Borrower, Parent or any of its subsidiaries owing to an Agent, any Lender or its affiliates (at the time such arrangement was entered into) and specifically identified by the Borrower as “Secured Cash Management Obligations” (collectively, “Secured Hedging Arrangements” and “Secured Cash Management Obligations”) will be unconditionally guaranteed (the “Guarantees”) by Parent and each existing and each subsequently acquired or organized direct or indirect wholly-owned restricted subsidiary of Parent (other than (a) unrestricted subsidiaries, (b) immaterial subsidiaries, (c) any direct or indirect foreign subsidiary (or any direct or indirect domestic subsidiary of a U.S. Guarantor that owns no material assets other than the capital stock or other equity interests of foreign subsidiaries, debt of a foreign subsidiary and cash and cash equivalents), of a U.S. guarantor or any other U.S. subsidiary with respect to which the Guarantee could result in adverse tax
consequences to the Borrower, Parent or any of its subsidiaries (including as a result of the operation of Section 956 of the IRS Code) as reasonably determined by the Borrower (each, a “CFC”), (d) captive insurance subsidiaries, if any, (e) non-profit subsidiaries, if any, (f) joint ventures, if any, (g) special purpose entities, if any, (h) subsidiaries for which guarantees are (I) legally prohibited or require governmental consent, approval, license or authorization or (II) contractually prohibited on the Closing Date or the date of acquisition, so long as such prohibition is not created in contemplation of such transaction, and unless such approval, license or authorization has been received, (i) where the burden or cost of obtaining a guarantee outweighs the benefit to the Lenders, as determined in the reasonable discretion of the Administrative Agent and the Borrower, and (j) other subsidiaries as mutually agreed) to the extent permitted by applicable law and subject to exceptions and limitations to be mutually agreed upon and consistent with the Documentation Principles (as defined below) (collectively, the “Guarantors” and the Guarantors, together with the Borrower, the “Loan Parties”).

Notwithstanding anything to the contrary contained herein, the requirements of the preceding paragraph shall be, as of the Closing Date, subject to the Certain Funds Provision.

Security:

The Senior Secured Facilities, the Guarantees, the Secured Hedging Arrangements and the Secured Cash Management Obligations will be secured by a perfected first-priority security interest (subject to permitted liens and other exceptions consistent with the Documentation Principles) in the stock issued to and other assets of the Borrower and Guarantors (excluding the Excluded Assets (as defined below), the “Collateral”) excluding (i) equity ownership in any CFC in excess of 65%, (ii) all leasehold interests, including any requirement to obtain any landlord waivers, estoppels and consents, (iii) all owned real property with a fair market value of less than $20 million (with all mortgages being permitted to be delivered post-closing), (iv) motor vehicles and other assets subject to certificates of title, (v) letter of credit rights in an amount to be mutually agreed (except to the extent a security interest can be perfected by the filing of a Uniform Commercial Code financing statement or similar filing in the UK), (vi) commercial tort claims in an amount to be mutually agreed
(except to the extent a security interest therein can be perfected by the filing of a Uniform Commercial Code financing statement or similar filing in the UK), (vii) other than, in each case, to the extent a security interest herein can be perfected by the filing of a Uniform Commercial Code financing statement or filing in the UK, cash and cash equivalents, deposit and securities accounts (including securities entitlements and related assets credited thereto) (other than cash and cash equivalents representing proceeds of other “Collateral” as to which the perfection of the security interest in such proceeds is accomplished solely by the filing of a UCC financing statement or similar filing in the UK) and any other assets requiring perfection through control agreements or perfection by “control”, (viii) a security interest that could result in an adverse tax consequence as determined by the Borrower in consultation with the Administrative Agent, (ix) equity interests issued by or assets of unrestricted subsidiaries, immaterial subsidiaries and captive insurance subsidiaries, (x) equity interests issued by or assets of any person other than a wholly owned restricted subsidiary to the extent prohibited by the organizational documents of such entity or requiring third party consent, (xi) a security interest to the extent the burden or cost of perfecting such security interest outweighs the benefit of such security to the Lenders as determined by the Borrower in consultation with the Administrative Agent, (xii) intent to use trademarks, (xiii) any lease, license, permit or agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license, permit or security interest or create a right of termination in favor of any other party thereto or otherwise require consent thereunder (after giving effect to the applicable anti-assignment provisions of the UCC or other applicable law), (xiv) property subject to a purchase money agreement, capital lease or similar arrangement, or in the case of after acquired property, pre-existing secured indebtedness not incurred in anticipation of acquisition by the Borrower or the Guarantors of such property, in each case, to the extent prohibited thereby or would otherwise require consent, (xv) other than with respect to Guarantors organized under the laws of the United Kingdom and other jurisdictions to be agreed where material restricted subsidiaries are organized, any non-U.S. assets or assets that require action under the law of any non-U.S. jurisdiction to create or perfect a security interest in such assets, including any intellectual property registered in any
non-U.S. jurisdiction (and no security agreements or pledge agreements governed under the laws of any non-U.S. jurisdiction shall be required in respect of such assets), (xvi) margin stock, (xvii) a security interest prohibited by law or agreement (not entered into in contemplation thereof) or which would require governmental or other third party consent, approval, license or authorization or create a right of termination in favor of any person party to such agreements (in each case, after giving effect to the applicable anti-assignment provisions of the UCC or other applicable law other than proceeds and receivables thereof to the extent that the assignment of which is expressly deemed effective under the Uniform Commercial Code or other applicable law notwithstanding such prohibition), (xviii) any assets of a CFC, (xix) any amount of stock of any CFC exceeding 65% of the outstanding stock of such CFC, whether by vote or value (collectively with the assets described in clauses (i) through (xix), the “Excluded Assets”).

Notwithstanding anything to the contrary, the Borrower and the Guarantors shall not be required, nor shall the Administrative Agent be authorized, (i) to perfect the above-described pledges, security interests and mortgages by any means other than by (A) filings pursuant to the Uniform Commercial Code in the office of the secretary of state (or similar central filing office) of the relevant State(s) and filings in the applicable real estate records with respect to mortgaged properties or any fixtures relating to mortgaged properties, (B) filings in United States government offices with respect to intellectual property and in the United Kingdom government offices with respect to material intellectual property, in each case, as expressly required in the Senior Secured Facilities Documentation, (C) delivery to the Administrative Agent to be held in its possession of all Collateral consisting of material intercompany notes, stock certificates of the Borrower and its restricted subsidiaries and material instruments issued to the Borrower or a Guarantor, (D) mortgages in respect of fee-owned real property with a fair market value in excess $20 million in each case as expressly required in the Senior Secured Facilities Documentation, or (E) necessary perfection steps with respect to commercial tort claims or letters of credit over a materiality threshold to be mutually agreed, (ii) to enter into any deposit account control agreement or securities account control agreement with respect to any
deposit account or securities account, (iii) to enter into any source code escrow arrangement (or be obligated to register intellectual property (which for the avoidance of doubt shall not limit the obligation to register intellectual property security interests as otherwise required under the Senior Secured Facilities Documentation)) or (iv) to take any action (other than (x) with respect to UK Guarantors and (y) the actions listed in clause (i)(A) and (C) above) with respect to any assets located outside of the United States.

All the above-described pledges and security interests shall be created on terms, and pursuant to documentation, consistent with Documentation Principles and subject to exceptions permitted under the Senior Secured Facilities Documentation. Notwithstanding anything to the contrary contained herein, the requirements of the preceding paragraphs shall be, as of the Closing Date, subject to the Certain Funds Provision.

**Uncommitted Incremental Facilities:**

After the Closing Date, the Borrower will have the right to solicit the Initial Lenders and other existing Lenders or prospective lenders determined by Borrower (and subject to the consent of the Issuing Bank solely with respect to Incremental Revolving Commitments to the initial Revolving Credit Facility, such consent not to be unreasonably withheld or delayed) to provide (x) incremental commitments to the Revolving Credit Facility and/or one or more new tranches of revolving credit facilities (each, an “Incremental Revolving Facility”) and/or (y) incremental commitments consisting of one or more increases to the Term Loan Facilities and/or one or more new tranches of term loans to be made available (except as otherwise provided under clause (iv) below) under the Senior Secured Facilities Documentation (each, an “Incremental Term Facility” and together with any Incremental Revolving Facility, the “Incremental Facilities”) in an aggregate amount not to exceed (1) $125 million (less, in the case of this clause (1), principal amount of indebtedness incurred under clause (i) of the Incremental Equivalent Basket) plus (2) all voluntary prepayment and commitment reductions of the Senior Secured Facilities plus (3) an unlimited amount so long as such amount at such time (or in the case of revolving commitments at the time such commitments are entered into) could be incurred without causing the pro forma Consolidated Senior Secured Net Leverage Ratio (as defined below) to exceed 3.5:1.00
(assuming for purposes of this calculation that (i) all additional amounts under such Incremental Facilities and the Incremental Notes (as defined below) being established are “senior secured” on a pari passu basis with the Senior Secured Facilities for this purpose, (ii) the full committed amount of such Incremental Revolving Facility or Incremental Notes then being established shall be treated as outstanding for such purpose and cash proceeds of any such Incremental Facilities and Incremental Notes shall not be netted from indebtedness for purposes of calculating compliance with such Consolidated Senior Secured Net Leverage Ratio; provided that to the extent the proceeds of any such Incremental Facility or Incremental Notes are to be used to repay indebtedness, it shall not limit the Borrower’s ability to give pro forma effect to such repayment of indebtedness, provided, further, that at the option of the Borrower any such unfunded Incremental Facility may instead be tested at the time of the initial funding thereof in lieu of testing at the time of entering into such unfunded commitment and (iii) the consummation of any acquisition or investment consummated or contemplated pursuant to an agreement in connection therewith and all other appropriate pro forma adjustments) (other than amounts incurred concurrently with the incurrence of Incremental Facilities in reliance on clause (1) above, in which case the Consolidated Senior Secured Net Leverage Ratio shall be permitted to exceed 3.5:1.00 to the extent of such amounts incurred in reliance on clause (1)) on terms agreed by the Borrower and the lender(s) providing the respective Incremental Facility (it being understood and agreed that unless otherwise notified by the Borrower, the Borrower shall be deemed to have used amounts under clause (2) first and then amounts under clause (3) to the extent compliant therewith and then amounts under clause (1)); provided that (i) no event of default exists or would exist after giving effect thereto, or (in the case of an Incremental Facility, proceeds of which are used to finance an acquisition or an investment, at the time of execution of any acquisition or investment agreement, no payment or bankruptcy event of default exists or would exist after giving effect thereto), subject to customary “SunGard” limitations to the extent the proceeds of any Incremental Facility are being used to finance an acquisition or any other permitted investment, (ii) any such Incremental Term Facility shall, except as provided otherwise in clause (d) below, be secured on a pari passu basis by the same Collateral securing, the Senior Secured Facilities, (iii) in the
case of an Incremental Revolving Facility, such Incremental Revolving Facility shall be subject to substantially the same terms and conditions (other than pricing, fees, maturity and other immaterial terms which shall be determined by the Borrower and the lenders providing such Incremental Revolving Facility) as the Revolving Credit Facility provided that the final maturity of such Incremental Revolving Facility may be the same or later (but not sooner) than the final stated maturity date applicable to the then existing Revolving Credit Facility and (iv) loans to be made under an Incremental Term Facility (each, an “Incremental Term Loan”), shall be subject to the terms as determined by the Borrower and the lenders providing such Incremental Term Facility, except that, unless such Incremental Term Loans are made a part of the initial Term Loan Facility (in which case all terms thereof shall be identical to those of such initial Term Loan Facility), (a) the “effective margin” applicable to the respective Incremental Term Loans incurred in reliance on clause (3) above (which, for such purposes only, shall be deemed (x) to include all upfront or similar fees or original issue discount (amortized over the shorter of (1) the weighted average life to maturity of such loans and (2) four years) payable to all Lenders providing such Incremental Term Loans, (y) if the Incremental Term Loans include an interest rate floor greater than the applicable interest rate floor under the initial Tranche B Term Loans, such differential between interest rate floors shall be equated to the applicable interest rate margin for purposes of determining whether an increase to the interest rate margin under the initial Tranche B Term Loans shall be required, but only to the extent an increase in the interest rate floor in the initial Tranche B Term Loans would cause an increase in the interest rate then in effect thereunder, and in such case, the interest rate floor (but not the interest rate margin) applicable to the initial Tranche B Term Loans shall be increased to the extent of such differential between interest rate floors and (z) shall exclude structuring, arrangement or other fees payable in connection therewith that are not shared with all Lenders providing such Incremental Term Loans) determined as of the initial funding date for such Incremental Term Loans, may exceed the “effective margin” applicable to the initial Tranche B Term Loans (determined on the same basis as provided in the preceding parenthetical) by up to (but not more than) 0.50% (all adjustments made pursuant to this clause (iv)(a), the “MFN Adjustment”) (and the Applicable Margins for
the Tranche C Term Loan Facility will be adjusted in such circumstance pursuant to a mechanism to be agreed; provided that if any Incremental Term Loan is incurred more than 18 months after the Closing Date, the MFN Adjustment shall not apply, (b) the final stated maturity date for such Incremental Term Loans may be the same or later (but not sooner) than the final stated maturity date applicable to the then existing Tranche B Term Loans, (c) the amortization requirements for such Incremental Term Loans may differ, so long as the weighted average life to maturity of such Incremental Term Loans is no shorter than the weighted average life to maturity applicable to the then outstanding Tranche B Term Loans (without giving effect to any prepayments), (d) such Incremental Term Loans shall not be secured by any lien on any asset of the Borrower or any Guarantor that does not also secure the then outstanding applicable Term Loans, or be guaranteed by any person other than a Loan Party under the then outstanding applicable Term Loans, (e) Incremental Term Loans may rank junior in right of security with the other Senior Secured Facilities or be unsecured, in which case, the Incremental Term Facility pursuant to which such Incremental Term Loans are extended will be established as a separate facility from the then existing Term Loan Facilities and/or the Borrower may issue, in lieu of an Incremental Term Facility, first lien secured or junior lien secured or unsecured notes (the “Incremental Notes”) (in each case, to the extent secured, subject to customary intercreditor terms to be reasonably acceptable to the Administrative Agent and the Borrower) and, in each case, the provisions of preceding clause (a) shall not apply (provided that, (i) such Incremental Notes do not mature prior to the then final stated maturity date of the then outstanding Term Loans and the weighted average life to maturity of such Incremental Notes is no shorter than the weighted average life to maturity applicable to the then outstanding Term Loans (without giving effect to any prepayments) and (ii) such Incremental Notes shall not be secured by any lien on any asset of the Borrower or any Guarantor that does not also secure the then outstanding applicable Term Loans, or be guaranteed by any person other than the Guarantors under the then outstanding applicable Term Loans) and (f) other terms may differ if reasonably satisfactory to the Borrower and lender(s) providing such Incremental Term Loans or Incremental Notes, provided however if the covenants and events of default of such Incremental Term Loans are not
consistent with the terms of the corresponding initial Term Loans, such covenants and events of default shall not be materially more restrictive to the Borrower, when taken as a whole, than the terms of the initial Term Loans unless (1) Lenders under the initial Term Loan Facilities also receive the benefit of such more restrictive terms or (2) any such provisions apply after the maturity date of the Term Loan Facilities. Existing Lenders may, but shall not be obligated to without their prior written consent, provide a commitment and/or make any loans pursuant to any Incremental Facility, and nothing contained herein constitutes, or shall be deemed to constitute, a commitment with respect to any Incremental Facility. The use of proceeds of the Incremental Facilities will be as agreed by the Borrower and the lenders providing such Incremental Facility.

**Refinancing Facilities:**
The Senior Secured Facilities Documentation will permit the Borrower to refinance loans under any of the Term Loan Facilities (or any Incremental Term Facility) or commitments under the Revolving Credit Facility (or any Incremental Revolving Facility) from time to time, in whole or part, with one or more new term facilities (each, a “Refinancing Term Facility”) or new revolving credit facilities (each a “Refinancing Revolving Facility” and, together with any Refinancing Term Facility, collectively, the “Refinancing Facilities”), respectively, under the Senior Secured Facilities Documentation solely with the consent of the Borrower and the institutions providing such Refinancing Term Facility or Refinancing Revolving Facility or with one or more additional series of senior unsecured notes or loans or senior secured notes or loans that will be secured by the Collateral on a pari passu or junior basis with the Senior Secured Facilities, senior subordinated notes or loans or subordinated notes or loans (any such notes or loans, “Refinancing Notes”); provided that (i) with respect to Refinancing Facilities or Refinancing Notes that are secured, customary intercreditor agreements are entered into which are reasonably acceptable to the Borrower and Administrative Agent, (ii) any Refinancing Term Facility or Refinancing Notes does not mature prior to the maturity date of, or have a shorter weighted average life than, loans under the applicable Term Loan Facility being refinanced (without giving effect to prepayments), or, with respect to any Refinancing Notes, have mandatory prepayment provisions (other than related to customary
asset sale, similar events and change of control offers) that would result in mandatory prepayment of such Refinancing Notes prior to, the loans under the Term Loan Facilities being refinanced (it being understood the Borrower shall be permitted to prepay or offer to purchase any first lien secured Refinancing Notes pursuant to the second paragraph of the “Mandatory Prepayments” section below), (iii) any Refinancing Revolving Facility does not mature prior to the maturity date of the revolving commitments being refinanced, (iv) the aggregate principal amount of any Refinancing Facility or Refinancing Notes shall not be greater than the aggregate principal amount of the Term Loan Facilities or Revolving Credit Facility (as applicable) (and/or any Incremental Facility) being refinanced or replaced, plus any fees, premiums, original issue discount and accrued interest associated with the incurrence thereof and the refinancing thereof and costs and expenses related thereto, plus such additional amounts to the extent otherwise permitted to be incurred under the Senior Secured Facilities Documentation (provided the applicable baskets are utilized in connection with the incurrence of such additional amounts of indebtedness), and such Term Loan Facilities or Revolving Credit Facility being refinanced or replaced will be permanently reduced simultaneously with the issuance thereof, (v) the Senior Secured Facilities Documentation will contain provisions providing for the pro rata treatment of the payment, borrowing, participation and commitment reduction of the Revolving Facility and any Refinancing Revolving Credit Facility, or to the extent agreed to by the lenders providing such Refinancing Revolving Facility, less than pro rata treatment, (vi) Refinancing Facility or Refinancing Notes shall not be secured by any lien on any asset of the Borrower or any Guarantor that does not also secure the then outstanding applicable Term Loans, or be guaranteed by any person other than the Guarantors under the then outstanding Term Loans and (vii) the other terms and conditions of such Refinancing Term Facility, Refinancing Revolving Facility or Refinancing Notes (excluding pricing, fees and optional prepayment or redemption terms (other than as set forth in clause (v) above) or covenants or other provisions applicable only to periods after the maturity date of the loans and commitments being refinanced, all of which shall be determined by the Borrower) reflect market terms and conditions (taken as a whole) at the time of incurrence or issuance (as determined by the Borrower). In connection
with any Refinancing Facility or Refinancing Notes, the Senior Secured Facilities Documentation will provide the Borrower the right to require the applicable Lenders to assign their loans and commitments to the providers of any such Refinancing Facility or Refinancing Notes.

**Mandatory Prepayments:**

The Term Loans shall be prepaid with:

(a) 100% of the net cash proceeds from issuances of debt by Parent or any of its restricted subsidiaries (with appropriate exceptions for all permitted indebtedness (other than Refinancing Facilities and Refinancing Notes));

(b) for each fiscal year of Parent (beginning with the first full fiscal year after the Closing Date), 50% (with step-downs to 25% and 0% if the Consolidated Senior Secured Net Leverage Ratio is 0.50x and 0.75x less than the Consolidated Senior Secured Net Leverage Ratio on the Closing Date) of Parent’s annual excess cash flow (to be defined consistent with the Documentation Principles (such definition to start from consolidated net income and provide for a deduction from excess cash flow, without duplication among periods, of amounts expended (other than to the extent financed with indebtedness for borrowed money (other than under any revolving line of credit)) (or committed to be used within a time period to be mutually agreed) during such fiscal period and, at the option of the Borrower, used (or committed to be used within a time period to be mutually agreed) prior to the date of such excess cash flow prepayment or committed to be made during such fiscal year or prior to the date of such excess cash flow prepayment, to finance permitted acquisitions, other investments and capital expenditures (to the extent the amounts are to be used for permitted acquisitions, other investments and capital expenditures (including any of the foregoing for which a binding agreement (or binding commitment) then exists), for certain restricted payments (but specifically including, without limitation, permitted restricted payments pursuant to clauses (c) and (d) under paragraph 3 under the heading “Negative covenants” below and pursuant to clause (a) of the Available Additional Basket), capitalized intellectual property development, for retention, recruiting,
relocation, severance, signing bonuses and expenses, tax distributions, prepayments of indebtedness and certain other cash addbacks to “Consolidated Net Income,” but to include a dollar-for-dollar credit for (x) voluntary prepayments (including prepayments at a discount to par up to the amount actually paid) of the Term Loan Facilities, any Incremental Term Loan Facility and Refinancing Facility which is pari passu with the initial Term Loans, and the Revolving Credit Facility and Incremental Revolving Facility (to the extent accompanied by a permanent reduction of the relevant commitment) and (y) to repay borrowings of Revolving Loans made to account for any additional OID or upfront fees that are implemented pursuant to the flex provisions of the Amended and Restated Fee Letter; and

(c) 100% of the net cash proceeds of all non-ordinary course assets sales or other dispositions of property by Parent or any of its restricted subsidiaries (including casualty insurance and condemnation proceeds), in excess of an amount to be mutually agreed for each individual asset sale or disposition and an amount to be mutually agreed in the aggregate for any fiscal year (and in each case only in respect of amounts in excess of such thresholds) and subject to exceptions to be mutually agreed upon and a 100% reinvestment right if reinvested (or committed to be reinvested) within 18 months of such sale or disposition (or 24 months in the event a letter of intent or commitment letter is entered into within such 18-month period); provided that to the extent that the pro forma Consolidated Senior Secured Net Leverage Ratio is less than or equal to 1.0x less than the Consolidated Senior Secured Net Leverage Ratio on the Closing Date (calculated without netting any cash proceeds of any asset sale), 50% of such mandatory prepayment shall be required (the “Asset Sale Step-Down”) and, all proceeds of asset sales not subject to the prepayment, the “Retained Asset Sale Proceeds”).

Mandatory prepayments of the Term Loans shall be applied to scheduled installments thereof (pro rata to outstanding Term Loans, Refinancing Term Facilities and Incremental Term Loans (unless in the case of Refinancing Term Facilities and Incremental Term Loans, otherwise agreed))
in direct order of maturity (without premium or penalty, except, in the case of clause (a) above, subject to the Prepayment Premium referred to below); provided, that the Senior Secured Facilities Documentation shall provide that in the case of mandatory prepayments in respect of any asset sale of Collateral or loss event, a ratable portion of the net proceeds thereof may be applied to prepay or offer to purchase any first lien secured loans or notes that are Refinancing Notes or Incremental Notes or permitted ratio debt if required under the terms of the applicable first lien secured debt documents.

In addition, if at any time the outstandings pursuant to the Revolving Credit Facility (including Letters of Credit outstandings and Swingline Loans) exceed the aggregate commitments with respect thereto, prepayments of Revolving Loans and/or Swingline Loans (and/or the cash collateralization of Letters of Credit) shall be required in an amount equal to such excess within one Business Day of written notice.

All prepayments referred to in clauses (b) and (c) above are subject to (x) there being no adverse tax consequences (which, for the avoidance of doubt, includes, but is not limited to, any prepayment whereby doing so the Parent, Holdings, or its subsidiaries, including the Borrower or any of their affiliates and/or their equity partners would incur a tax liability, including a tax dividend, deemed dividend pursuant to Section 956 of the Internal Revenue Code or a withholding tax) that could result therefrom or any repatriation of funds required in connection therewith and (y) to permissibility under (i) local law (e.g., financial assistance, corporate benefit, restrictions on upstreaming of cash intra-group and the fiduciary and statutory duties of the directors of the relevant subsidiaries) and (ii) material constituent document restrictions (including as a result of minority ownership) and other material agreements, with Excess Cash Flow being allocated among subsidiaries in various jurisdictions in a manner to be mutually agreed in the Senior Secured Facilities Documentation; provided, that the Borrower shall be entitled to reduce Excess Cash Flow pursuant to this sentence by the foreign subsidiaries’ portion of Excess Cash Flow in any fiscal year. The non-application of any prepayment amounts as a consequence of the foregoing provisions will not, for the avoidance of doubt, constitute a default or an event of default, and such
amounts shall be available for working capital purposes of Parent and its subsidiaries as long as not required to be prepaid in accordance with the following provisions. Notwithstanding the foregoing, any prepayments still made by the Borrower despite the application of the above provision shall be net of any costs, expenses or taxes incurred by Parent or any of its affiliates and arising as a result of compliance with the preceding sentence, and Parent and its subsidiaries shall be permitted to make, directly or indirectly, a dividend or distribution to its affiliates in an amount sufficient to cover such tax liability, costs or expenses to the extent actually paid by such affiliate.

Any Lender under any of the Term Loan Facilities may elect not to accept its pro rata portion of any mandatory prepayment (other than with respect to Refinancing Notes and Refinancing Facilities or any other mandatory prepayment pursuant to clause (a) above) (each a “Declining Lender”). Any prepayment amount declined by a Declining Lender may be retained by the Borrower (“Retained Declined Proceeds”) and added to the Available Amount.

**Voluntary Prepayments and Reductions in Commitments:**

Voluntary reductions of the unutilized portion of the Revolving Commitments and prepayments of borrowings under the Term Loan Facilities and the Revolving Credit Facility will be permitted at any time, in minimum principal amounts to be mutually agreed upon, without premium or penalty (except the Prepayment Premium referred to below), subject to reimbursement of the Lenders’ redeployment costs (other than lost profits) in the case of a prepayment of Adjusted LIBOR loans prior to the last day of the relevant interest period. Voluntary prepayments of the Term Loans shall be applied to installments thereof as directed by the Borrower (and absent such direction, in direct order of maturity), including to any class of extending or existing Loans in such order as the Borrower may designate, and shall be applied to any of the Term Loan Facilities or any Incremental Facility or any or all thereof as determined by the Borrower.

**Documentation:**

The definitive documentation with respect to the Senior Secured Facilities (the “Senior Secured Facilities Documentation”) will be prepared by counsel for the Borrower and will contain only those mandatory prepayments set forth above and representations, warranties,
conditions to borrowing, affirmative, negative and financial covenants and events of default set forth below, in each case applicable to Parent or the Borrower and its restricted subsidiaries, as the case may be, with materiality thresholds, qualifications, exceptions, “baskets” and grace and cure periods to be mutually agreed, and consistent with similar facilities involving the Parent, the Company, and affiliates of Golden Gate, Francisco Partners, Thoma Bravo or Elliott Management, including those credit facilities for the combined Infor/Lawson Software, Inc., dated as of April 5, 2012, as amended (the “Infor/Lawson Precedent”), BMC Software Finance, Inc., dated as of September 10, 2013 and the Parent’s existing credit facilities (the provisions of such facilities, as modified pursuant to clauses (w), (x), (y) and (z) below, being referred to collectively as the “Documentation Principles”), with changes and modifications (w) that reflect the terms of this Term Sheet and the flex provisions of the Amended and Restated Fee Letter, (x) modifications to reflect changes in law or accounting standards or cure mistakes or defects, (y) that reflect operational, agency and related provisions not specifically set forth in this Term Sheet and not in contravention of anything specifically set forth in this Term Sheet that are included in the Infor/Lawson Precedent and (z) as are reasonably necessary to take into account (i) the operational requirements and strategic requirements of Parent and its restricted subsidiaries (after giving effect to the Transactions) in light of their consolidated capital structure, size, industries (and risks and trends associated therewith), businesses and business practices, geographical locations and operations and financial reporting and including, without limitation, the leverage profile and projected free cash flow of Parent and its subsidiaries, and (ii) in light of the model delivered to the Lead Arrangers on September 15, 2014 (together with any updates or modifications thereto reasonably agreed between the Borrower, the Company and the Lead Arrangers or as necessary to reflect any exercise of “market flex” pursuant to the Amended and Restated Fee Letter, the “Model”). The definitive terms of the Senior Secured Credit Facilities will be negotiated in good faith to finalize such Senior Secured Facilities Documentation as promptly as reasonably practicable, consistent with the Documentation Principles (including by negotiating in good faith to reflect updates to the operational, agency and related provisions included in the Infor/Lawson Precedent consistent with the provisions
in recent credit agreements with respect to which Bank of America, N.A. acts as administrative agent, swingline lender and/or letter of credit issuer) and subject in all respects to the Certain Funds Provision.

**Representations and Warranties:**

Consistent with the Documentation Principles and limited to the following (to be applicable to Parent and its restricted subsidiaries): accuracy of historical financial statements; no Material Adverse Effect (as defined below) after the Closing Date; corporate existence; compliance with laws; FCPA, USA Patriot Act and OFAC; corporate power and authority; due authorization, execution and delivery, enforceability of the Senior Secured Facilities Documentation; with respect to the Senior Secured Credit Facilities Documentation, no governmental consents and no violation of or conflict with law, organizational documents or material debt agreements; no material litigation; ownership of material property; intellectual property; taxes; subsidiaries; use of proceeds; Federal Reserve regulations; ERISA; Investment Company Act; environmental matters; labor matters; solvency (as defined on Exhibit D) of Parent and its subsidiaries on a consolidated basis on the Closing Date; accuracy in all material respects of written disclosures consistent with the "10b-5" representation set forth in the Amended and Restated Commitment Letter to which this Exhibit B is attached (except, after the Closing Date, no knowledge qualifier shall be applicable); in the case of each subsidiary that is incorporated in the EU, centre of main interests; and creation and perfection of security interests (subject to permitted liens and other exceptions to perfection to be mutually agreed and consistent with the Documentation Principles).

"Material Adverse Effect" shall mean any event, circumstance or condition that has had or could reasonably be expected to have (i) on the Closing Date, a Company Material Adverse Effect or (ii) after the Closing Date, a material and adverse effect on (a) the business, results of operations or financial condition of Parent and its restricted subsidiaries, taken as a whole or (b) remedies of the Administrative Agent and the Lenders under the Senior Secured Facilities Documentation.

**Conditions Precedent to Initial Borrowing:**

The availability of the Term Loan Facilities and the Revolving Credit Facility on the Closing Date will be subject solely to Exclusive Funding Conditions. For the
avoidance of doubt, it is agreed that conditions set forth herein and in Exhibit C are subject, in all respects, to the Certain Funds Provision.

The Senior Secured Facilities Documentation shall not contain (a) any conditions precedent other than the conditions precedent expressly set forth herein, in the section entitled “Conditions” of the Amended and Restated Commitment Letter or in Exhibit C to the Amended and Restated Commitment Letter or (b) any representation or warranty, affirmative or negative covenant or event of default not set forth in the Amended and Restated Commitment Letter, this Exhibit B or Exhibit C thereto, the accuracy, compliance or absence, respectively, of or with which would be a condition to the borrowing under the Senior Secured Facilities.

Conditions Precedent to each Borrowing under the Revolving Credit Facility (other than on the Closing Date):

Subject to the limitations with respect to any Incremental Facility, the making of each extension of credit under the Revolving Credit Facility after the Closing Date, shall be conditioned upon (a) the accuracy of representations and warranties in all material respects, (b) the absence of defaults or events of default at the time of, or immediately after giving effect to the making of, such extension of credit and (c) delivery of customary borrowing notices.

Affirmative Covenants:

Consistent with the Documentation Principles (to be applicable to Parent and its restricted subsidiaries) and limited to the following: delivery of consolidated annual audited financial statements (within 120 days of the end of each fiscal year (commencing with the fiscal year ending April 30, 2015) without any going concern qualification or exception (except to the extent such qualification or exception is a result of a current maturity of any debt or the breach or anticipated breach of any financial covenant), semi-annually (within 60 days for the first two such deliveries after the Closing Date, and 45 days thereafter) unaudited financial statements (other than for the last six months of any fiscal year), quarterly (within 60 days for the first such delivery after the Closing Date, and 45 days thereafter) unaudited financial statements for the first and third fiscal quarters of any fiscal year to be provided solely to private side lenders (provided, however, it being agreed that the first financial statement delivery required under the Senior Secured Facilities Documentation will be (a) within sixty days of the fiscal quarter of Parent ending October 31, 2014, unaudited financials of Parent for the six months
ending October 31, 2014, prepared in accordance in all material respects with IFRS, (b) within sixty days of the fiscal quarter of Parent ending October 31, 2014, unaudited financials of the Company and its subsidiaries for the three months ending September 30, 2014 (with comparisons to the corresponding period for the 2013 fiscal year), prepared in accordance in all material respects with US GAAP, which unaudited financial statements will be provided solely to private side lenders, and thereafter (c) within sixty days of the fiscal quarter of Parent ending January 31, 2014, unaudited combined financial statements of Parent and its subsidiaries (including the Company and its subsidiaries), which unaudited financial statements will be provided solely to private side lenders, and (d) the Borrower may comply with all of the foregoing financial statement delivery requirements by delivering or publicly filing the consolidated financial statements of the Parent), annual budget, compliance certificates and other information reasonably requested by the Lenders through the Administrative Agent (other than information subject to confidentiality obligations or attorney-client privilege); payment of material taxes; maintenance of existence; compliance with laws (including FCPA, USA Patriot Act and OFAC to the extent applicable (it being understood that any non-U.S. subsidiary will only be required to comply with relevant corresponding local laws)); maintenance of property (subject to casualty, condemnation and normal wear and tear) and adequate insurance; maintenance of books and records; right of the Administrative Agent to inspect property and books and records (subject to frequency and cost reimbursement limitations consistent with the Documentation Principles and other than information subject to confidentiality obligations or attorney-client privilege); notices of (i) default (provided that the delivery of a notice of default at any time will cure any event of default arising from the failure to timely deliver such notice of default), (ii) material litigation, (iii) certain ERISA events and (iv) post-closing Material Adverse Changes; use of proceeds; designation of unrestricted subsidiaries in accordance with the terms set forth below under “Unrestricted Subsidiaries”; annual lender call to the extent that the audited financial statements are not accompanied by management discussion and analysis; further assurances with respect to the Collateral and Guarantees; changes in lines of business; commercially reasonable efforts to maintain ratings (but not to maintain a
specific rating); in each case, all with customary materiality qualifiers, exceptions and limitations to be agreed upon and consistent with the Documentation Principles; provided that no environmental reports shall be required under the Senior Secured Facilities Documentation.

Negative Covenants: Consistent with the Documentation Principles (to be applicable to Parent and its restricted subsidiaries) and limited to the following (which shall be subject to customary materiality qualifiers, exceptions and limitations to be mutually agreed upon and shall be consistent with the Documentation Principles); in addition, it is understood that an AHYDO “catch-up” payment provision will be included and any payments thereunder will not be restricted under the Senior Secured Facilities to the extent that a payment or bankruptcy event of default has not occurred and be continuing:

1. Limitation on asset sales (with exceptions to include (a) sales of assets in the ordinary course of business and immaterial assets, (b) asset swaps for Collateral for Collateral, or non-Collateral for Collateral and/or non-Collateral or Collateral for non-Collateral subject to a basket to be agreed, (c) dispositions of non-Collateral assets, subject to a cap to be mutually agreed, including a “builder” component, (d) dispositions of non-core assets acquired in connection with a Permitted Acquisition (as defined below) or other permitted investment, (e) sales of obsolete, worn out, uneconomical, negligible or surplus assets or assets no longer used or useful in the business, (f) intercompany transfers (other than to unrestricted subsidiaries), subject to a cap (including a “builder” component) for transfers from Loan Parties to non-Loan Parties outside of the ordinary course of business or on a non arm’s length basis to be mutually agreed, (g) disposition of receivable and related assets in a permitted receivable or securitization facility, (h) any other assets on an unlimited basis for fair market value so long as (x) no event of default has occurred and is continuing at the time of entering into of any sale or disposition agreement and (y) at least 75% of the consideration for asset sales in excess of an amount to be agreed consists of cash (subject to customary exceptions to the cash consideration requirement to be set forth in the Senior Secured Facilities Documentation, including a basket in an amount to be mutually agreed for non-cash consideration that may be designated as cash consideration)
and the proceeds thereof are subject to the mandatory prepayment provisions of the Senior Secured Facilities and (i) dispositions in an amount the greater of (x) a corresponding percentage of Consolidated EBITDA or, at the Borrower’s election prior to the bank meeting for the general launch of the syndication of the Senior Secured Facilities, a corresponding percentage of consolidated total assets and (y) $50 million).

2. Limitation on mergers, liquidations, dissolutions and other fundamental changes (with exceptions to include (a) Permitted Acquisitions (as defined below), (b) intercompany mergers or consolidations, (c) other permitted investments and (d) certain other transactions to be mutually agreed, in each case subject to customary limitations with respect to any merger or consolidation involving the Borrower or a Guarantor).

3. Limitations on dividends, stock repurchases and redemptions (with exceptions to include (a) redemptions of equity or options issued by Borrower or any direct or indirect parent company thereof to directors, officers, employees, and consultants in an annual amount to be mutually agreed (with unused amounts carried forward to subsequent years), (b) dividends, repurchases, redemptions or distributions under the Available Additional Basket (as defined below), which shall not be subject to any “default stopper” or financial test, provided that with respect to any dividend made pursuant to clause (b) of the Available Additional Basket, no event of default shall then exist at the time of declaration of such dividend, (c) dividends, repurchases, redemptions and distributions funded with equity proceeds or equity (other than disqualified equity) that do not increase the Available Additional Basket, (d) a general basket in an amount equal to $150 million, which shall not be subject to any “default stopper” or financial test (e) dividends, repurchases, redemptions or distributions so long as the Consolidated Senior Secured Net Leverage Ratio is less than 2.5:1.0 which shall not be subject to any other financial test, provided that with respect to any dividend made pursuant to this clause (e) no event of default shall then exist at the time of declaration of such dividend, (f) tax distributions, (g) ACYDO payments to the extent that a payment or bankruptcy event of default has not occurred and be continuing, (h) dividends, distributions or redemptions in connection with the Transactions, including
in respect of the Return of Value Payment and the “Final Dividend” (as defined in the Merger Agreement) and (i) customary exceptions for distributions necessary to pay advisory, refinancing, subsequent transaction and exit fees, taxes and other overhead expenses of direct and indirect parents thereof attributable to the ownership of the Parent, Holdings, the Borrower and their respective subsidiaries).

4. Limitation on incurrence of indebtedness (with exceptions to include indebtedness under (a) any Incremental Facility and/or Incremental Notes and any Refinancing Facility and/or Refinancing Notes, (b) indebtedness contemplated by the Senior Secured Facilities Documentation and the Merger Agreement, including the Borrower Intercompany Loan, (c) disqualified equity in an amount to be mutually agreed, (d) indebtedness in an aggregate amount up to the aggregate cash contributions made to the Borrower after the Closing Date that do not increase the Available Additional Basket, (e) intercompany debt, provided that, with respect to intercompany debt owed to the Borrower or a Loan Party incurred by a non-Loan Party after the Closing Date, such debt (i) is incurred in the ordinary course of business or (ii) is permitted to be made as an investment, (f) secured or unsecured indebtedness incurred (including in connection with Permitted Acquisitions (as defined below), other permitted investments or capital expenditures) not to exceed (i) $125 million (less, in the case of this clause (i), principal amount of indebtedness incurred under prong (1) of the Incremental Facilities basket) plus (ii) unlimited additional amounts subject to pro forma compliance with an incurrence ratio (the “Incurrence Ratio”) of (x) a Consolidated Senior Secured Net Leverage Ratio of no more than 3.5:1.0 to the extent secured on a pari passu basis with the Term Loan Facilities or (y) a Consolidated Total Net Leverage Ratio of no more than 3.5:1.0 to the extent unsecured or secured on a junior basis, as applicable (collectively, the “Incremental Equivalent Basket”); provided that if such indebtedness is incurred in connection with an acquisition or permitted investment, on a pro forma basis (as of the last day of the most recent determination period, after giving effect to such indebtedness and other customary and appropriate pro forma adjustments consistent with the Documentation Principles, including any acquisitions or dispositions or repayment of indebtedness after the beginning of the relevant determination period but prior to or simultaneous
with the incurrence of such indebtedness and any synergies, operating expense reductions and other operating improvements and cost savings as certified by the Borrower as having been determined in good faith to be reasonably anticipated to be realizable within 18 months following any such acquisition or disposition or operational change or operational initiative (subject to any caps, if any, on such addbacks in the definition of Consolidated EBITDA) (the “Specified Pro Forma Adjustments”) after giving effect to the incurrence of such indebtedness and the consummation of such acquisition, such applicable Incurrence Ratio would be either not greater than the respective ratio set forth above or not greater than such applicable Incurrence Ratio immediately prior to such acquisition; provided, further, that (A) (i) such indebtedness does not mature prior to the then final stated maturity date of the then outstanding Term Loans and the weighted average life to maturity of such indebtedness is no shorter than the weighted average life to maturity applicable to the then outstanding Term Loans (without giving effect to any prepayments) and (ii) to the extent such indebtedness is subordinated to the Term Loan Facilities, shall mature (and shall not provide for any mandatory prepayments or redemptions other than customary asset sale and change of control offers) at least 91 days after the latest maturity under the Term Loan Facilities, (B) the amount of such indebtedness permitted to be incurred by a non-Guarantor shall be subject to a cap to be mutually agreed, including a “builder” component, and (C) any indebtedness incurred pursuant to this clause (f) in the form of a loan (and not a “note”) secured on a pari passu basis with the Term Loan Facilities shall be subject to the “MFN” provision applicable to Incremental Facilities set forth above, (g) indebtedness of subsidiaries that are not Loan Parties, including working capital lines of foreign subsidiaries, subject to a cap to be agreed, including a “builder” component, (h) pursuant to accounts receivables securitization facilities up to an amount to be mutually agreed, (i) indebtedness assumed in connection with a Permitted Acquisition or permitted investment (so long as not incurred in contemplation thereof) subject to a cap to be agreed, including a “builder” component and incurrence ratio component consistent with the Incurrence Ratio in connection with permitted acquisitions set forth in clause (f) above, and (j) a general debt basket in an amount not to exceed the greater of (i) $100 million and (ii) a corresponding percentage of Consolidated EBITDA or, at
the Borrower’s election prior to the bank meeting for the general launch of the syndication of the Senior Secured Facilities, a corresponding percentage of consolidated total assets).

5. Limitation on investments (with exceptions to include (a) Permitted Acquisitions (as defined below), (b) intercompany investments (subject, in the case of investments made by the Loan Parties in non-Loan Parties after the Closing Date, such investments not exceeding at any time outstanding an amount to be mutually agreed, including a “builder” component), (c) re-organizations and other activities related to tax planning and re-organization, so long as, after giving effect thereto, the security interest of the Lenders in the Collateral, taken as a whole, is not materially impaired, (d) the Transactions, (e) investments made with the Available Additional Basket, (f) such investments funded with equity proceeds or consideration paid in equity that do not build the Available Additional Basket (other than a Specified Equity Contribution) and (g) a general investment basket of at least the greater of (i) $75 million and (ii) a corresponding percentage of Consolidated EBITDA or, at the Borrower’s election prior to the bank meeting for the general launch of the syndication of the Senior Secured Facilities, a corresponding percentage of consolidated total assets).

6. Limitation on liens (with exceptions to include (a) liens securing the Incremental Revolving Commitments, Incremental Term Facilities and/or Incremental Notes, Refinancing Facilities and/or Refinancing Notes, the Incremental Equivalent Basket, other secured loans or notes as contemplated by the Term Sheets, in each case which shall be subject to the terms of the applicable intercreditor agreement, (b) liens permitted under the Merger Agreement, (c) liens on assets of a non-Loan Party securing working capital lines in foreign jurisdictions, (d) liens on assets of a non-Loan Party (other than to secure indebtedness for borrowed money of any Loan Party), (e) liens securing permitted accounts receivables securitization facilities and (f) a general lien basket of at least the greater of (i) $100 million and (ii) a corresponding percentage of Consolidated EBITDA or, at the Borrower’s election prior to the bank meeting for the general launch of the syndication of the Senior Secured Facilities, a corresponding percentage of consolidated total assets).
7. Limitation on transactions with affiliates above an agreed upon threshold (with exceptions to include (a) the payment of fees, expenses and indemnities to directors (with no restrictions on the payment of such fees, expenses and indemnities), (b) transactions between Parent and its restricted subsidiaries not otherwise prohibited by the Senior Secured Facilities Documentation and (c) fees payable in connection with the Transactions).

8. Limitations on restrictions on distributions from subsidiaries and granting of negative pledge clauses.

9. Limitations on prepayments, redemptions and repurchases of material subordinated debt (with exceptions to include prepayments, redemptions and repurchases made (a) with the Available Additional Basket, provided that with respect to any prepayment, redemption and repurchases made pursuant to clause (b) of the Available Additional Basket, no event of default shall then exist at the time of making such prepayment, redemption and repurchase, (b) with a general basket to be mutually agreed and (c) in respect of any AHYDO payments).

10. Limitations on amendments to organizational documents and material subordinated debt documents.

11. Limitations on changes of fiscal year end (other than (x) to conform to the Parent’s fiscal year end or (y) with the consent of the Administrative Agent).

Unless an event of default has occurred and is continuing at the time of execution of a binding agreement in respect thereof, Parent and its restricted subsidiaries may make acquisitions (each, a “Permitted Acquisition”), subject solely to the following terms and conditions: (i) after giving effect thereto, the Borrower is in compliance with the permitted lines of business covenant and (ii) if Parent or any of its restricted subsidiaries acquires the majority of the equity interests of any person in connection with such acquisition (provided, for the avoidance of doubt, that there shall be a sublimit on minority investments to be agreed) such person will become a restricted subsidiary and, solely to the extent required by, and subject to the limitations set forth in, “Guarantees” and “Security” above, the acquired company and its subsidiaries will become Guarantors and
pledge their Collateral to the Administrative Agent. Acquisitions by Loan Parties of persons that do not become Guarantors will be subject to limitations to be mutually agreed.

The Borrower will also be permitted to utilize an “Available Additional Basket” in an amount equal to (a) $25 million, plus (b) at the option of the Borrower determined prior to the general launch of the syndication of the Senior Secured Facilities, either (i) 50% of cumulative adjusted consolidated net income (to be defined consistent with the Documentation Principles) or (ii) retained excess cash flow (to be defined consistent with the Documentation Principles), plus (c) the proceeds of new public or private qualified equity issuances of the Parent and capital contributions to the Parent after the Closing Date, plus (d) debt and disqualified stock which have been exchanged or converted into qualified equity of the Borrower (or any direct or indirect parent company thereof) after the Closing Date, plus (e) the proceeds of sales of investments made under the Available Additional Basket, plus (f) returns, profits, distributions and similar amounts received on investments made under the Available Additional Basket, plus (g) the investments of Parent and its restricted subsidiaries in any unrestricted subsidiary that has been re-designated as a restricted subsidiary or that has been merged or consolidated into Parent or any of its restricted subsidiaries or the fair market value of the assets of any unrestricted subsidiary that have been transferred to Parent or any of its restricted subsidiaries, plus (h) the amount of Retained Declined Proceeds and Retained Asset Sale Proceeds, plus (i) certain other items to be mutually agreed, in the case of each of the foregoing clauses (a) through (i), to the extent not otherwise applied to make investments or other restricted payments (including junior debt prepayments, redemptions or repurchases).

“Consolidated Total Net Leverage Ratio” means, as of any date of determination, the ratio of (a) Total Funded Indebtedness as of such date less all unrestricted cash and cash equivalents to (b) Consolidated EBITDA for the most recently ended four-fiscal quarter period for which financial statements are available.

“Total Funded Indebtedness” means the outstanding principal amount of funded indebtedness for borrowed
Financial Covenant: Term Loan Facility: None.

Revolving Credit Facility: A maximum Consolidated Senior Secured Net Leverage Ratio (as defined below) (the “Financial Covenant”), which covenant will be tested on a trailing four quarter basis only if, as of the last day of any fiscal quarter of the Borrower (commencing with the first full fiscal quarter of the Borrower following the Closing Date), Revolving Loans (including Swingline Loans and Letters of Credit, but excluding Letters of Credit to the extent cash collateralized) are outstanding in an aggregate amount greater than 35% of the total commitments in respect of the Revolving Credit Facility at such time.

The Consolidated Senior Secured Net Leverage Ratio will be initially set at 4.85:1.0, with two step downs of 0.5x each at times to be mutually agreed but in any event to provide a 35% cushion to Consolidated EBITDA above the Consolidated EBITDA levels set forth in the Model. If any “market flex” is actually exercised whether before or after the Closing Date (pursuant to the provisions set forth in the Amended and Restated Fee Letter), the covenant levels for the Financial Covenant shall be adjusted in the Senior Secured Facilities Documentation (or pursuant to an amendment thereto) to implement the exercise of such “market flex” provisions in order to maintain the cushions described above (before giving effect to such Senior Secured Facilities Documentation adjustment or amendment, as applicable).

“Consolidated Senior Secured Net Leverage Ratio” shall mean the ratio of (i) senior secured consolidated funded indebtedness of Parent and its restricted subsidiaries consisting of indebtedness for borrowed money, capitalized lease obligations and purchase money debt, but excluding any such indebtedness to the extent secured on a junior basis to the Senior Secured Facilities less all unrestricted cash and cash equivalents over (ii) Consolidated EBITDA for the most recently ended four-fiscal quarter period for which financial statements are available.

“Consolidated EBITDA” to be defined in a manner to be
mutually agreed, at least as favorable to the Borrower as the Documentation Principles, but in any event to include, without duplication, (i) add-backs for (A) extraordinary, unusual or non-recurring charges, expenses or losses, (B) non-cash charges, expenses or losses, including, without limitation, any non-cash asset retirement costs, non-cash compensation, non-cash translation (gain) loss and non-cash expense relating to the vesting of warrants, (C) restructuring costs, integration costs, business optimization expenses or costs, retention, recruiting, relocation and signing bonuses and expenses, store closing costs, stock option and other equity-based compensation expenses, severance costs, transaction fees and expenses and management fees and expenses, including, without limitation, any one time expense relating to enhanced accounting function or other transaction costs, including those associated with becoming part of a public company, (D) LTM pro forma results for acquisitions (including the commencement of activities constituting such business) and material dispositions (including the termination or discontinuance of activities constituting such business) of business entities or properties or assets, constituting a division or line of business of any business entity, division or line of business that is the subject of any such acquisition or disposition, and for closed stores, operational changes and operational initiatives (including, to the extent applicable, from the Transactions), including any synergies, operating expense reductions and improvements and cost savings determined in good faith by the Borrower to be reasonably anticipated to be realizable or a plan for realization shall have been established within 18 months following any such acquisition, disposition, store closing or operational change or operational initiative (provided that to the extent that any such operational changes or initiatives are not associated with a transaction, such changes or initiatives shall be limited to those for which all steps have been taken for realizing such savings and are factually supportable and reasonably identifiable), (E) the pro forma adjustments previously identified and agreed to by the Lead Arrangers, (F) other accruals, payments and expenses (including rationalization, legal, tax, structuring and other costs and expenses) related to the Transactions, acquisitions, investments, dividends, restricted payments, dispositions or issuances of debt or equity permitted under the Senior Secured Facilities Documentation, (G) any non-cash increase in expenses (1) resulting from the revaluation of inventory (including
any impact of changes to inventory valuation policy methods including changes in capitalization of variances) or other inventory adjustments, or (2) due to purchase accounting, (H) proceeds of business interruption insurance, (I) charges, losses or expenses to the extent paid for, reimbursed, indemnified or insured by a third party (in the case of any such charge, loss or expense that is reimbursable, indemnified or covered by insurance and not yet paid or reimbursed, such charge, loss or expense may be added back to the extent it will be paid within 365 days of such charge, loss or expense), (J) minority interest expenses, (K) costs related to implementation of operational and reporting systems and technology initiatives, (L) letter of credit fees and (M) cumulative effect of changes in accounting policies and (ii) deductions for income and gain items corresponding to extraordinary or non-recurring charges and other non-cash charges (other than the accrual of revenue in the ordinary course of business).

Consolidated EBITDA for the fiscal quarters ended prior to August 1, 2014 shall be mutually agreed.

For purposes of determining compliance with the Financial Covenant, any cash equity contribution (other than in respect of disqualified equity) made to Parent after the beginning of the relevant fiscal quarter and on or prior to the day that is the date that is twelve business days after the date on which financial statements are required to be delivered for such fiscal quarter (the “Cure Period”) will, at the request of the Borrower, be included in the calculation of Consolidated EBITDA for the purposes of determining compliance with the Financial Covenant at the end of such fiscal quarter and applicable subsequent periods which include such fiscal quarter (any such equity contribution so included in the calculation of Consolidated EBITDA, a “Specified Equity Contribution”); provided that (a) in each four consecutive fiscal quarter period, there shall be at least two fiscal quarters in respect of which no Specified Equity Contribution is made, (b) no more than five Specified Equity Contributions may be made during the term of the Revolving Credit Facility, (c) the amount of any Specified Equity Contribution shall be no greater than the amount required to cause the Borrower to be in compliance with the Financial Covenant, (d) Specified Equity Contributions may not be relied on for any purpose other than increasing Consolidated EBITDA for purposes of the
Financial Covenant and (e) there shall be no pro forma reduction of indebtedness with the proceeds of the Specified Equity Contribution for purposes of determining compliance with the Financial Covenant for the fiscal quarter in which such Specified Contribution is made. Upon the delivery by the Borrower of written notice that it intends to make a Specified Equity Contribution, any resultant event of default or potential event of default shall be deemed retroactively not to have occurred, subject to the terms and conditions set forth above; provided, that the Borrower shall not be permitted to borrow Revolving Loans and new Letters of Credit shall not be issued unless and until the Specified Equity Contribution is made or all events of default are waived; provided further, if the Specified Equity Contribution is not made before the expiration of the Cure Period, such event of default or potential event of default shall be deemed reinstated. Neither the Administrative Agent nor any Lender shall exercise the right to accelerate the Loans or terminate the commitments and none of the Administrative Agent, any Lender or any other secured party shall exercise any right to foreclose on or take possession of the Collateral or exercise any other remedy prior to the expiration of the Cure Period solely on the basis of default or an event of default having occurred and being continuing with respect to the Financial Covenant.

Unrestricted Subsidiaries:

The Senior Secured Facilities Documentation will contain provisions pursuant to which, so long as no event of default is continuing, the Borrower will be permitted to designate any existing or subsequently acquired or organized subsidiary as an “unrestricted subsidiary” and subsequently re-designate any such unrestricted subsidiary as a restricted subsidiary, provided, (x) such designation of a restricted subsidiary as an unrestricted subsidiary shall be deemed to constitute an investment and (y) such redesignation of any unrestricted subsidiary as a restricted subsidiary shall be deemed to constitute the incurrence of indebtedness and liens of such subsidiary (to the extent assumed). Unrestricted subsidiaries will not be subject to the mandatory prepayments, representations and warranties, covenants, events of default or other provisions of the Senior Secured Facilities Documentation, and the results of operations and indebtedness of unrestricted subsidiaries will not be taken into account for purposes of calculating any financial ratios or baskets contained in the Senior Secured Facilities Documentation.
Events of Default: Consistent with the Documentation Principles and limited to the following (with grace periods, baskets and materiality to be mutually agreed upon and consistent with the Documentation Principles): nonpayment of principal; nonpayment of interest after 5 business days; nonpayment of fees or other amounts after 15 business days; on the Closing Date, any Specified Representation proving to have been materially incorrect when made and on any date thereafter, any other representation or warranty proving to have been materially incorrect when made or deemed made (subject to a 30 day grace period in the case of any misrepresentation capable of being cured); failure to perform or observe covenants set forth in the Senior Secured Facilities Documentation within a specified period of time where appropriate (subject, in the case of affirmative covenants, to a grace period of 30 days following written notice from the Administrative Agent (other than in respect of maintenance of the Borrower’s existence and notices of a default or an event of default, provided that the delivery of such notice shall cure the event of default resulting from the failure to timely deliver such notice); provided, that the Borrower’s failure to perform or observe the Financial Covenant itself shall not constitute an Event of Default for purposes of any Term Loan or any Incremental Facility or Incremental Loan unless and until the Lenders under the Revolving Credit Facility have actually declared all such obligations to be immediately due and payable in accordance with the Senior Secured Facilities Documentation, and such declaration has not been rescinded on or before such date and only the Required Revolving Lenders (as defined below) may prior to it constituting an Event of Default for purposes of the Term Loans, exercise rights and remedies in respect of such breach; cross-default and cross-acceleration to debt in excess of an amount to be mutually agreed; bankruptcy and insolvency defaults (with a 60 day grace period for involuntary proceedings); monetary judgment defaults to the extent not covered by indemnities or insurance above an amount to be mutually agreed; customary ERISA events that would result in a Material Adverse Effect; invalidity of material guarantees or impairment of security of a material portion of the Collateral; and change of control (to be defined in a manner consistent with the Documentation Principles). Any automatic acceleration shall not apply in respect of any Guarantor organized in the United Kingdom or other
Amendments and waivers of the Senior Secured Facilities Documentation will require the approval of Lenders holding more than 50% of the aggregate amount of loans and commitments under the Senior Secured Facilities (the “Required Lenders”), except only the consent of (a) each directly and adversely affected Lender (and not the Required Lenders) shall be required with respect to (i) increases in commitments of such Lender, (ii) reductions of principal, interest or fees payable to such Lender (other than waivers of a default interest, default or event of default or mandatory prepayment) and (iii) extensions of final scheduled maturity or times for payment of interest or fees owing to such Lender (it being understood and agreed that the amendment or waiver of any mandatory prepayment, waiver of default interest, default or event of default shall only require the consent of the Required Lenders), (b) all Lenders shall be required with respect to (i) releases of all or substantially all of the Guarantors or all or substantially all of the Collateral (other than in connection with permitted asset sales, dispositions, mergers, liquidations or dissolutions or as otherwise permitted) and (ii) reductions to any of the voting percentages, (c) the consent of the Administrative Agent shall be required with respect to amendments and waivers directly adversely affecting its rights or duties and (d) amendments and waivers of the Financial Covenant and its component definitions (solely to the extent used therein) require only the approval of the Lenders holding more than 50% of the aggregate commitments under the Revolving Credit Facility (the “Required Revolving Lenders”). It being understood that (i) additional extensions of credit permitted under the Senior Secured Facilities Documentation shall not require the consent of all Lenders but instead shall only require the consent of each Lender extending such credit, and (ii) any applicable intercreditor agreement may be amended solely with the consent of the Administrative Agent to give effect thereto or to carry out the purposes thereof.

The Senior Secured Facilities Documentation shall contain a mechanism to permit the Borrower (a) (x) with the consent of each directly and adversely affected Lender under the Revolving Facility or any Incremental Revolving Facility, but without the consent of any other Lender or the Required Lenders, to extend the final expiration date of such Lender’s
Revolving Commitment or Incremental Revolving Commitment and to provide for different interest rates and fees and voluntary prepayments for the Lender providing such extended Revolving Commitment or Incremental Revolving Commitment, and (y) with the consent of each directly and adversely affected Lender under any Term Loan Facility, including any Incremental Facility, but without the consent of any other Lender or Required Lenders, to extend the Maturity Date and to provide for different interest rates and fees and voluntary prepayments for the Lender providing such extended Maturity Date, in each case with respect to clause (x) and (y), (i) so long as an offer to extend the final expiration or maturity date of the applicable Facility is made to all applicable Lenders participating in such Facility on a pro rata basis and (ii) such extension shall not be subject to any “default stopper”, financial test or “most favored nation pricing provisions”, unless otherwise agreed with the extending Lenders and (b) with the consent of each directly and adversely affected Lender under the Facilities (but no other Lender) to provide for a “re-priced” amendment which reduces the interest rate accruing in respect of any of the Term Loans and/or Revolving Loans held by such Lenders.

In connection with any proposed amendment, modification, waiver or termination (a “Proposed Change”) requiring the consent of all Lenders or all directly and adversely affected Lenders, if the consent to such Proposed Change of other Lenders whose consent is required is not obtained (but the consent of the Required Lenders or more than 50% of the directly and adversely affected Lenders, as applicable, is obtained) any such Lender whose consent is not obtained being referred to as a “Non-Consenting Lender”), then the Borrower may, at its option and at its sole expense and effort, upon notice to such Non-Consenting Lender and the Administrative Agent, (x) require such Non-Consenting Lender to assign and delegate, without recourse (in accordance with and subject to customary restrictions on assignment), all its interests, rights and obligations under the Senior Secured Facilities Documentation to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment) and/or (y) terminate the commitment of such Non-Consenting Lender and prepay such Lender on a non-pro rata basis; provided that, such Non-Consenting Lender shall have received payment of an amount equal to the outstanding
principal of its loans, accrued interest thereon, accrued fees and all other amounts then due and owing to it under the Senior Secured Facilities Documentation from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts).

The Senior Secured Facilities Documentation shall contain customary provisions consistent with the Documentation Principles for replacing or terminating the commitments of (i) an insolvent Lender or any person that controls such Lender, or a Lender refusing or failing to fund its commitment or related events (any such Lender, a “Defaulting Lender”) or (ii) a Lender seeking indemnity for increased costs or grossed-up tax payments and (iii) a Lender refusing to extend its commitment, in each case consistent with the Documentation Principles.

In addition, the Senior Secured Facilities Documentation shall provide for the amendment (or amendment and restatement) of the Senior Secured Facilities Documentation to (a) add one or more additional or replacement credit facilities thereto and changes related thereto and (b) to provide for term loans replacing all or a portion of any of the Term Loans, subject to customary limitations, with only the consent of the Borrower and the lenders providing such replacement term loans and, in connection with any of the foregoing, the right of the Borrower to require the applicable Lenders to assign their Term Loans to the providers of any replacement credit facility or loans or to prepay their outstanding loans and terminate their commitments. The terms of such replacement term loans shall reflect market terms at the time of incurrence thereof; provided, that (1) they shall not have a final maturity date earlier than, or weighted average life to maturity shorter than the weighted average life to maturity applicable to, the Term Loans being so amended and/or replaced, (2) any mandatory and optional prepayment provisions shall not require payments greater than their pro rata share, and may permit optional and mandatory prepayments to be directed to the non-amended or non-replaced Term Loans prior to such replacement term loans and (3) the covenants and events of default of such replacement term loans, if not materially consistent with the terms of the corresponding initial Term Loans, shall not be materially more restrictive to the Borrower, when taken as a whole, than the terms of the corresponding initial Term Loans.
Loans unless (x) Lenders under the corresponding initial Term Loan Facilities also receive the benefit of such more restrictive terms or (y) any such provisions apply after the maturity date of the applicable Term Loan Facilities.

In addition, if the Administrative Agent and the Borrower shall have jointly identified an obvious error or any error or omission of a technical nature in the Senior Secured Facilities Documentation, then the Administrative Agent and the Borrower shall be permitted to amend such provision without further action or consent of any other party if the same is not objected to in writing by the Required Lenders to the Administrative Agent within five (5) business days following receipt of notice thereof.

Cost and Yield Protection:
Usual for facilities and transactions of this type (including customary tax gross up provisions, mitigation provisions and to include Dodd-Frank and Basel III as changes in law) consistent with the Documentation Principles.

Assignments and Participations:
The Lenders will be permitted to assign loans and commitments with the consent (not to be unreasonably withheld or delayed) of the Borrower (unless a payment or bankruptcy (with respect to the Borrower or any Guarantor) event of default has occurred and is continuing or such assignment is to a Lender, an affiliate of a Lender or an approved fund), which consent shall be deemed given if the Borrower shall not have responded within 10 business days after receipt of any request for such consent, and the Administrative Agent and in the case of the Revolving Credit Facility, the consent of the Swingline Lender and the Letter of Credit Issuer (unless such assignment is to an Eligible Transferee (to be defined in the Senior Secured Facilities Documentation consistent with the Documentation Principles); provided that, no loans or commitments shall be assigned to Disqualified Institutions (so long as the list of Disqualified Institutions is available to all Lenders) and it being understood that the consent of the Administrative Agent shall not be required for assignments permitted hereunder to Golden Gate, Francisco Partners, Thoma Bravo, Elliott Management, affiliates of Golden Gate, Francisco Partners, Thoma, Bravo, Elliott Management, or Parent, to the extent that any such assignments are made in accordance with all other applicable terms hereof. Each assignment (except to other Lenders or their affiliates or the assignment of an entire remaining amount of the assigning
Lenders’ loan and/or commitments) will be in a minimum amount of $5,000,000 with respect to the Revolving Credit Facility and $1,000,000 with respect to the Term Loan Facilities. Assignments will be by novation.

Non-pro rata distributions and commitment reductions will be permitted in connection with loan buy-back or similar programs and assignments to, and purchases by, Golden Gate, Francisco Partners, Thoma Bravo or Elliott Management and their respective affiliates (other than Parent, the Borrower and their restricted subsidiaries) (each an, “Affiliated Lender”) will be permitted without any consent, including through (x) open-market purchases and (y) Dutch auctions open to all Lenders of the applicable class in accordance with customary procedures to be mutually agreed; provided that (i) the aggregate principal amount of loans and commitments held by Golden Gate, Francisco Partners, Thoma Bravo, and Elliott Management (excluding Affiliated Debt Funds (as defined below)) shall not exceed 25% of the aggregate outstanding amount of Term Loans (measured at the time of purchase) and no Affiliated Lender (other than Affiliated Debt Funds) may purchase and hold Revolving Loans and commitments under the Revolving Credit Facility, (ii) Affiliated Lenders will not receive information provided solely to Lenders and will not be permitted to attend/participate in Lender meetings unless the Borrower attends/participates in the meeting, (iii) the voting rights of any such Affiliated Lender shall be subject to certain customary limitations; provided, however, that an Affiliated Lender that is engaged in, or advises funds or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course of its business and whose managers have fiduciary duties to the investors in such fund or investment vehicle independent of or in addition to their duties to any equity fund which has an equity investment in the Parent (such lender an “Affiliated Debt Fund”) will not be subject to the foregoing restrictions set forth in clauses (i) through (iii) above and will be entitled to vote as if it was a Lender, (iv) any such Term Loans and Incremental Term Loans acquired by Golden Gate, Francisco Partners, Thoma Bravo, or Elliott Management or any of their respective affiliates (other than Parent or any of its subsidiaries) may be (but shall not be required to be) contributed to the Borrower or Parent (whether through any of its direct or
indirect parent entities or otherwise) and exchanged for debt or equity securities of such parent entity or the Borrower that are otherwise permitted to be issued by such entity at such time and (v) it being understood and agreed neither Parent, Golden Gate, Francisco Partners, Thoma Bravo, Elliott Management nor any of its affiliates shall be required to make any representation that it is not in possession of material non-public information with respect to the Borrower, its subsidiaries or their respective securities and all parties to the relevant transactions shall render customary “big boy” disclaimer letters.

Non-pro rata distributions and commitment reductions will be permitted in connection with loan buy-back or similar programs and assignments to, and purchases by, Parent and its subsidiaries will be permitted without any consent, including through (x) open-market purchases and (y) Dutch auctions open to all Lenders of the applicable class in accordance with customary procedures to be mutually agreed; provided that (i) the Borrower shall immediately cause any loans assigned to, or purchased by, it to be cancelled, (ii) no proceeds from any Revolving Loan shall be used to fund such purchases, (iii) Parent and its subsidiaries shall only be permitted to purchase Revolving Loans or commitments under the Revolving Credit Facility from defaulting lenders, (iv) neither Parent, the Borrower nor any of its affiliates shall be required to make any representation that it is not in possession of material non-public information with respect to Parent, the Borrower, their respective subsidiaries or their respective securities and all parties to the relevant transactions shall render customary “big boy” disclaimer letters and (v) no event of default shall have occurred and be continuing.

The Lenders will be permitted to participate loans and commitments without restriction (except as provided below). Voting rights of participants shall be limited to matters in respect of (a) reductions of principal, interest or fees owing to such participant, (b) extensions of final scheduled maturity or times for payment of interest or fees owing to such participant and (c) releases of Collateral or Guarantees requiring the approval of all Lenders. In no event shall any portion of the Senior Secured Facilities be participated to any Disqualified Institution so long as the list of Disqualified Institutions is available to all Lenders.
Expenses and Indemnification:
The Borrower shall pay promptly following written demand (including documentation reasonably supporting such request) (a) if the Closing Date occurs, all reasonable documented out-of-pocket expenses of the Administrative Agent, the Lead Arrangers and Commitment Parties associated with the syndication, preparation, execution, delivery and administration of the Senior Secured Facilities Documentation and any amendment or waiver with respect thereto (in the case of (i) legal fees and expenses, limited to the reasonable documented fees and reasonable documented out-of-pocket expenses of Cahill Gordon & Reindel LLP as legal counsel to the Lead Arrangers, taken as a whole (which fees, charges and disbursements, for the avoidance of doubt, shall be limited to those of the “tree” that has been acting for the “left” Lead Arranger prior to September 15, 2014 (and those of any common diligence team)) and to the extent reasonably necessary one local counsel in each relevant material jurisdiction, and (ii) in the case of any other advisor or consultant, solely to the extent the Borrower has consented to the retention of such person) and (b) all reasonable documented out-of-pocket expenses of the Administrative Agent and the Lenders ((i) in the case of legal fees and expenses, limited to the reasonable documented fees, disbursements and other charges of one counsel for the Administrative Agent and the Lenders (taken as a whole) and to the extent reasonably necessary one local counsel in each relevant material jurisdiction, and (ii) in the case of any other advisor or consultant, solely to the extent the Borrower has consented to the retention of such person)), upon the occurrence and during the continuation of an event of default, in connection with the enforcement of the Senior Secured Facilities Documentation.

If the Closing Date occurs, the Borrower will indemnify the Administrative Agent, the Lead Arrangers, the Lenders, their affiliates, and their respective officers, directors, employees, members, agents and controlling persons, it being understood that in no event will this indemnity apply to any Commitment Party or its affiliates solely in their capacity as (a) financial advisors to Parent, the Company or their respective subsidiaries in connection with the Acquisition or any other potential acquisition of or by Parent, the Company or their respective affiliates or (b) as a co-investor in the Transactions or any potential acquisition of or by the Company or its affiliates (each an “Indemnified Person”), and hold them harmless from and against all
actual losses, claims, damages, expenses (in the case of (i) legal fees and expenses, limited to reasonable fees, disbursements and other charges of one primary counsel for all such Indemnified Persons (taken as a whole) and one additional counsel in the case of an actual conflict of interest as necessary to the affected Indemnified Persons taken as a whole), and, to the extent reasonably necessary, one local counsel in each relevant material jurisdiction, to be reimbursed within 30 days after receipt of a written request (together with reasonably detailed backup documentation supporting such reimbursement request) but no other third-party advisors without your prior consent, and (ii) in the case of any other advisor or consultant, solely to the extent the Borrower has consented to the retention of such person) and liabilities of any such Indemnified Person arising out of or relating to any claim or any action, suit or other proceedings (regardless of whether any such Indemnified Person is a party thereto or whether such claim, litigation, or other proceeding is brought by a third party or by the Borrower or any of its affiliates) that relate to the Senior Secured Facilities Documentation or the use of proceeds therefrom; provided that, no Indemnified Person will be indemnified (a) for its (or any of its affiliate’s or any of its officers’, directors’, employees’, members’, agents’, representatives’ and controlling persons’) willful misconduct, bad faith, fraud or gross negligence as determined in a final non-appealable judgment of a court of competent jurisdiction, (b) for its (or any of its affiliate’s or any of its officers’, directors’, employees’, members’, agents’, representative’s and controlling persons’) material breach of its obligations under the Senior Secured Facilities Documentation as determined in a final non-appealable judgment of a court of competent jurisdiction, (c) for any dispute among Indemnified Persons that does not involve an act or omission by you or any of your subsidiaries (other than any claims against the Administrative Agent or a Lead Arranger in their capacity as such but subject to clause (A) above), (d) in its capacity as a financial advisor of Parent, Holdings, the Borrower, the Company or any of their respective subsidiaries in connection with the Acquisition or any other potential acquisition or as a co-investor in the Transactions or any potential acquisition, or (e) any settlement effected without Borrower’s prior written consent, but if settled with the Borrower’s prior written consent (not to be unreasonably withheld or delayed) or if there is a final judgment against an Indemnified Person in
any such proceedings, the Borrower will indemnify and hold harmless each Indemnified Person from and against any and all actual losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with this section; and such Indemnified Person agrees to refund and return any and all amounts paid by the Borrower to such Indemnified Person to the extent any of the foregoing items described in clauses (a) through (e) occurs.


Counsel to Administrative Agent and Lead Arrangers: Cahill Gordon & Reindel LLP.
Interest Rates: The interest rates under the Senior Secured Facilities will be as follows:

(a) With respect to the Tranche B Term Loan Facility, at the option of the Borrower, Adjusted LIBOR, plus 3.00% or ABR, plus 2.00% (or, to the extent that the Corporate Family Rating on the Closing Date is B1/B+ or lower, 3.25% and 2.25%, respectively); provided that, following delivery of financial statements for the first full fiscal quarter of the Borrower completed after the Closing Date, interest rate spreads with respect to the Term Loan Facility will be subject to one step-down of 0.25% based on the achievement of Consolidated Senior Secured Net Leverage Ratio of 3.0:1.0;

(b) With respect to the Tranche C Term Loan Facility, at the option of the Borrower, Adjusted LIBOR, plus 2.75% or ABR, plus 1.75% (or, to the extent that the Corporate Family Rating on the Closing Date is B1/B+ or lower, 3.00% and 2.00%, respectively); provided that, following delivery of financial statements for the first full fiscal quarter of the Borrower completed after the Closing Date, interest rate spreads with respect to the Term Loan Facility will be subject to one step-down of 0.25% based on the achievement of Consolidated Senior Secured Net Leverage Ratio of 3.0:1.0; and

(c) With respect to the Revolving Credit Facility, at the option of the Borrower, Adjusted LIBOR (or in the case of borrowings in Euros, Euribor), plus 2.75% or ABR, plus 1.75% (or, to the extent that the Corporate Family Rating on the Closing Date is B1/B+ or lower, 3.00% and 2.00%, respectively); provided that, following delivery of financial statements for the first full fiscal quarter of the Borrower completed after the Closing Date, interest rate spreads with respect to the Revolving Credit Facility will be subject to one step-down of 0.25% based on the achievement of Consolidated Senior Secured Net Leverage Ratio of 3.0:1.0.

As used herein:

“Adjusted LIBOR” means the greater of (i) London interbank offered rate, adjusted for statutory reserve requirements and (ii) (x) with respect to the Tranche B Term Loans only, 1.00% and (y) with respect to the Tranche C Term Loans only, 0.75% (and each Loan designated as such, an “Adjusted LIBOR Loan”).
“ABR” means the higher of (i) the rate the Administrative Agent announces from time to time as its prime rate and (ii) the Federal Funds Effective Rate, plus 1/2 of 1% (but, (x) in respect of the Tranche B Term Loans only, in no event less than 2.00% per annum and (y) in respect of the Tranche C Term Loans only, in no event less than 1.75%) (and each Loan designated as such, an “ABR Loan”).

Adjusted LIBOR borrowings may be made for interest periods of 1, 2, 3 or 6 months and, if available to all relevant Lenders, a period shorter than one month or 12 months, as selected by the Borrower.

Interest on loans and all fees will be payable in arrears on the basis of a 360-day year (calculated on the basis of actual number of days elapsed); provided that, interest on ABR loans or Sterling denominated loans will be payable in arrears on the basis of a 365-day year (or a 366-day year in a leap year) calculated on the basis of the actual number of days elapsed. Interest will be payable on Adjusted LIBOR Loans on the last day of the applicable interest period (or at the end of each three months, in the case of interest periods longer than three months) and upon prepayment, and on ABR Loans quarterly and upon prepayment.

Default Rate:

Upon any payment event of default, the interest rate will be, with respect to overdue principal, the applicable interest rate, plus 2.00% per annum and, with respect to any other overdue amount, the interest rate applicable to ABR Loans, plus 2.00% per annum (other than to Defaulting Lenders). Interest on such overdue amounts will be payable upon written demand.

Letter of Credit Fees:

A per annum fee equal to the applicable spread over Adjusted LIBOR under the Revolving Credit Facility in effect from time to time will accrue on the aggregate face amount of outstanding Letters of Credit under the Revolving Credit Facility, payable in arrears at the end of each quarter after the Closing Date and upon termination of the Revolving Credit Facility. Such fees shall be distributed to the Revolving Lenders (other than to Defaulting Lenders) pro rata in accordance with their commitments under the Revolving Credit Facility. In addition, the Borrower shall pay to each Issuing Bank, for its own account, (a) a fronting fee of 0.125% on the aggregate face amount of outstanding Letters of Credit, payable in arrears at the end of each quarter after the Closing Date and upon termination of the Revolving Credit Facility and (b) the Issuing
Bank’s customary and reasonable issuance and administration fees.

**Commitment Fees:** The Borrower shall pay to the Revolving Lenders (other than Defaulting Lenders) a commitment fee of 0.50% per annum on the undrawn portion (for this purpose, disregarding Swingline Loans as a utilization of the Revolving Credit Facility) of the commitments in respect of the Revolving Credit Facility (subject to step-down to .375% following delivery of financial statements for the first full fiscal quarter of the Borrower completed after the Closing Date, based on meeting Consolidated Senior Secured Net Leverage Ratio of 3.0:1.0). All commitment fees shall be payable quarterly in arrears after the Closing Date and upon the termination of the commitments, calculated based on the number of days elapsed in a 360-day year.

**Prepayment Premium**

Any (a) voluntary prepayment of the initial Term Loans using proceeds of a substantially concurrent incurrence of secured first lien syndicated bank term loan facility the primary purpose of which is to reduce the interest rate margins thereon (calculated in a manner consistent with the MFN Adjustment) applicable to the initial Term Loans (and such interest rate margin is reduced) or (b) mandatory prepayment (including any mandatory assignment in connection therewith) with the proceeds of secured first lien syndicated bank facility indebtedness which results in a lower interest rate margin (calculated in a manner consistent with the MFN Adjustment) (or downward repricing amendments of the initial Term Loans) (each, a “Repricing Transaction”), prior to the date that is six months after the Closing Date shall in each case be accompanied by a prepayment fee (the “Prepayment Premium”) equal to 1.00% of the aggregate principal amount of such principal prepayment; provided that such premium shall not apply if such refinancing or amendment is in connection with a “change of control” transaction, acquisition or other transaction not otherwise permitted under the Senior Secured Facilities Documentation.
EXHIBIT C

Project Minerva

Summary of Additional Conditions Precedent

Capitalized terms used in this Exhibit C shall have the meanings set forth in the Amended and Restated Commitment Letter and the other Exhibits attached to the Amended and Restated Commitment Letter to which this Exhibit C is attached (the “Amended and Restated Commitment Letter”). In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit C shall be determined by reference to the context in which it is used.

Under the definitive credit documentation for the Senior Secured Facilities, the initial borrowings under the Senior Secured Facilities shall be subject to the satisfaction or waiver by the Initial Lenders of the following conditions precedent:

(a) The Acquisition shall have been consummated, or substantially simultaneously with the initial borrowing under the Senior Secured Facilities shall be consummated, in accordance in all material respects with the Merger Agreement, and no material provision of the Merger Agreement shall have been waived, amended, supplemented or otherwise modified in a manner material and adverse to the Lenders without the consent of the Lead Arrangers (not to be unreasonably withheld, delayed, denied or conditioned and provided that the Lead Arrangers shall be deemed to have consented to such waiver, amendment, supplement or other modification unless it shall object thereto within 4 business days after notice of such waiver, amendment, supplement or other modification); provided that any change in the Consideration Shares (as defined in the Merger Agreement) set forth in the Merger Agreement shall not be deemed to be material and adverse to the interests of the Lenders (it being understood and agreed that no purchase price or similar adjustment provisions set forth in the Merger Agreement shall constitute a change thereunder and that any amendment to the definition of “Company Material Adverse Effect” shall be deemed material and adverse to the interests of the Lenders).

(b) Substantially concurrently with the initial funding contemplated by the Amended and Restated Commitment Letter, the Return of Value Payment may be made and the Refinancing shall have been consummated. After giving effect to the Transactions, Parent, the Borrower and its restricted subsidiaries shall have outstanding no indebtedness for borrowed money other than (i) the loans and other extensions of credit under the Term Loan Facilities and the Revolving Credit Facility, (ii) indebtedness permitted to be issued or remain outstanding under the Merger Agreement, (iii) intercompany debt, (iv) indebtedness disclosed to the Original Commitment Parties prior to September 15, 2014, (v) immaterial indebtedness, and (vi) indebtedness approved by the Lead Arrangers (such consent not to be unreasonably withheld, delayed or conditioned).

(c) The Lead Arrangers shall have received copies of (i) the audited consolidated balance sheet of the Company and its subsidiaries as at March 31, 2013 and March 31, 2014 and the related audited consolidated statements of income and cash flows of the Company and its subsidiaries for the year ended March 31, 2013 and March 31, 2014, in each case, prepared in accordance with US GAAP (which the Lead Arrangers acknowledge receipt of
such audited financial statements for 2013 and 2014), (ii) to the extent made available to Parent, the unaudited consolidated balance sheet of the Company and its subsidiaries for the fiscal quarter of the Company ended June 30, 2014, and, in each case, the related consolidated statements of income for the three month period then ended of the Company and its subsidiaries (which the Lead Arrangers acknowledge receipt thereof), in each case, prepared in accordance with US GAAP (except for the absence of footnotes, changes resulting for year-end audit adjustments and as otherwise disclosed therein), which financial statements shall only be available to private side lenders, (iii) the audited consolidated balance sheet of Parent and its subsidiaries as at April 30, 2013 and April 30, 2014 and the related audited consolidated statements of income and cash flows of Parent and its subsidiaries for the year ended April 30, 2013 and April 30, 2014 (which the Lead Arrangers acknowledge receipt of such audited financial statements for 2013 and 2014), in each case, prepared in accordance with IFRS and (iv) the unaudited consolidated balance sheet of Parent and its subsidiaries for the fiscal quarter of the Parent ended July 31, 2014 and the related consolidated statements of income and cash flows of Parent and its subsidiaries, in each case, prepared in accordance with IFRS (except for the absence of footnotes, changes resulting for year-end audit adjustments and as otherwise disclosed therein), which financial statements shall only be available to private side lenders; provided that no such financial statements shall be required to be received if such financial statement is publicly available.

(d) The Lead Arrangers shall have received a copy of the draft unaudited pro forma consolidated net assets statement of Parent and its subsidiaries and the Company and its subsidiaries as of April 30, 2014 and the related unaudited pro forma income statement of Parent and its subsidiaries and the Company and its subsidiaries for the respective twelve month periods ended March 31, 2014 (with respect to the Company) and April 30, 2014 (with respect to Parent), in each case, prepared in accordance with IFRS, to be set forth in the prospectus delivered in connection with the Merger Agreement of the Parent and its subsidiaries.

(e) Subject to the Certain Funds Provision, all documents and instruments required to perfect the Administrative Agent’s security interests in the Collateral shall have been executed and delivered by the Borrower and, if applicable, be in proper form for filing.

(f) The Administrative Agent shall have received (at least three (3) business days prior to the Closing Date) all documentation and other information about the Borrower and the Guarantors as has been reasonably requested in writing at least 10 business days prior to the Closing Date by such Administrative Agent or the Lead Arrangers that they reasonably determine is required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including without limitation the PATRIOT Act.

(g) Subject to the Certain Funds Provisions, the execution and delivery by the Borrower and the Guarantors, as applicable, of (i) the Senior Secured Facilities Documentation, in each case consistent with the Amended and Restated Commitment Letter and Term Sheets and subject to the Certain Funds Provision set forth in the Amended and Restated Commitment Letter and (ii) customary legal opinions, customary evidence of authorization, customary borrowing notices (subject to the Certain Funds Provisions), customary officer’s certificates with respect to (i) organizational documents, (ii) resolutions, (iii) incumbency and (iv) subject to the Certain Funds Provisions, the Specified Representations are true and correct in all material
respects as of the Closing Date (or true and correct in all material respects as of a specified date, if earlier), good standing certificates and a solvency certificate of the Parent’s chief financial officer or other officer of similar responsibilities (certifying that, after giving effect to the Transactions, Parent and its restricted subsidiaries on a consolidated basis are solvent in the form attached hereto as Exhibit D).

(h) All fees required to be paid on the Closing Date pursuant to the Amended and Restated Fee Letter and reasonable out-of-pocket expenses required to be paid on the Closing Date pursuant to the Amended and Restated Commitment Letter, in each case to the extent invoiced at least three business days prior to the Closing Date, shall, upon the initial borrowing under the Senior Secured Facilities, have been paid (which amounts may be offset against the proceeds of the applicable Senior Secured Facility).

(i) No circumstance, effect, event or change shall have occurred prior to the Effective Time (as defined in the Merger Agreement) which, individually or in the aggregate, has had, or would reasonably be expected to have, a Company Material Adverse Effect.

(j) To the extent required by the Certain Funds Provisions, the Specified Merger Agreement Representations and the Specified Representations shall, in each case, be true and correct in all material respects as of the Closing Date (or true and correct in all material respects as of a specified date, if earlier).
EXHIBIT D

FORM OF SOLVENCY CERTIFICATE

SOLVENCY CERTIFICATE

of

PARENT

AND ITS RESTRICTED SUBSIDIARIES

[DATE]

Pursuant to the Credit Agreement (the “Credit Agreement”), the undersigned hereby certifies to the Administrative Agent and Lenders, solely in such undersigned’s capacity as [chief financial officer] [specify other officer with equivalent duties] of Parent, a company organized under the laws of England and Wales (“Parent”), and not individually (and without personal liability), as follows:

As of the date hereof, on a pro forma basis after giving effect to the consummation of the Transactions, including the making of the Loans under the Credit Agreement on the date hereof, and after giving effect to the application of the proceeds of such Loans:

(a) the fair value of the assets (on a going concern basis) of Parent and its restricted subsidiaries, on a consolidated basis, exceeds, on a consolidated basis, their debts and liabilities, subordinated, contingent or otherwise;

(b) the present fair saleable value of the property (on a going concern basis) of Parent and its restricted subsidiaries, on a consolidated basis, is greater than the amount that will be required to pay the probable liability, on a consolidated basis, of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured in the ordinary course of business;

(c) Parent and its restricted subsidiaries, on a consolidated basis, are able to pay their debts and liabilities, subordinated, contingent or otherwise, as such liabilities become absolute and matured in the ordinary course of business; and

(d) Parent and its restricted subsidiaries, on a consolidated basis, are not engaged in, and are not about to engage in, business contemplated as of the date hereof for which they have unreasonably small capital.

For purposes of this solvency certificate, the amount of any contingent liability at any time shall be computed as the amount that would reasonably be expected to become an actual and matured liability. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

The undersigned is familiar with the business and financial position of Parent and its restricted subsidiaries (taken as a whole). In reaching the conclusions set forth in this solvency certificate, the undersigned has made such other investigations and inquiries as the undersigned has deemed appropriate, having taken into account the nature of the particular business anticipated to be
conducted by Parent and its restricted subsidiaries (taken as a whole) after consummation of the transactions contemplated by the Credit Agreement.

[Signature Page Follows.]
IN WITNESS WHEREOF, the undersigned has executed this solvency certificate in such
derigned’s capacity as [chief financial officer][specify other officer with equivalent duties] of
Parent, on behalf of Parent, and not individually, as of the date first stated above.

Name: ______________________________
Title: [Chief Financial Officer] of [●]
CONFIDENTIAL

October 7, 2014

Micro Focus Group Limited
MA FinanceCo., LLC
The Lawn, 22-30 Old Bath Road
Newbury, Berkshire
RG14 IQN
Attention: Michael Phillips

Project Minerva
Side Letter to Amended and Restated Commitment Letter
and Amended and Restated Fee Letter

Ladies and Gentlemen:

Reference is made to that certain Amended and Restated Commitment Letter dated as of September 16, 2014 (the “Amended and Restated Commitment Letter”) by and among Bank of America, N.A. (“Bank of America”), HSBC Bank plc (“HSBC”), Royal Bank of Canada (“Royal Bank”), Goldman Sachs Bank USA (“GS”), Credit Suisse AG, Cayman Islands Branch (“CS”) and NZC Guggenheim Fund, LLC (“Guggenheim”), Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPFS”), HSBC Securities (USA) Inc. (“HSBC Securities”), RBC Capital Markets1 (“RBCCM”), Credit Suisse Securities (USA) LLC (“CS Securities” and together with Bank of America, MLPFS, HSBC, HSBC Securities, Royal Bank, RBCCM, GS, Guggenheim, CS and CS Securities, collectively, the “Commitment Parties”, “we” or “us” and individually, each a “Commitment Party”), Micro Focus Group Limited, a company organized

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1 RBC Capital Markets is a brand name for the capital markets activities of Royal Bank of Canada and its affiliates.
under the laws of England and Wales and a wholly owned subsidiary of Parent ("Holdings") and MA FinanceCo., LLC, a Delaware limited liability company directly and wholly owned by Holdings (the "Borrower" or "you"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Amended and Restated Commitment Letter and the Amended and Restated Fee Letter (as defined in the Amended and Restated Commitment Letter).

In accordance with the terms of the Amended and Restated Commitment Letter, you hereby advise the Commitment Parties that $75.0 million of the Commitment Parties’ commitments to the Tranche B Term Loan Facility are terminated effective immediately (the "Terminated TLB Commitments"), with the Terminated TLB Commitments to be allocated among the Commitment Parties on a pro rata basis. In consideration thereof, the Commitment Parties hereby agree that (i) an additional $75.0 million of the proceeds of the Revolving Loans may be used on the Closing Date to (a) finance the Transactions and (b) pay Transaction Costs, (ii) we shall forego receipt of the portion of the Term Loan Facility Underwriting Fee attributable to the Terminated TLB Commitments, (iii) the Borrower shall be entitled to obtain commitments to the Revolving Credit Facility from additional Lenders selected by the Borrower (the "Additional Lenders") subject to a maximum Revolving Credit Facility size of $225.0 million (such commitments, "Additional Revolving Commitments"), with any Additional Revolving Commitments in excess of $75.0 million that are accepted by the Borrower and made available to the Borrower on the Closing Date reducing the commitments of the Commitment Parties (other than HSBC) to the Revolving Credit Facility on a dollar-for-dollar basis, with such reductions to be allocated among the Commitment Parties (other than HSBC) on a pro rata basis to their commitments in respect of the Revolving Credit Facility (the "Terminated Revolving Commitments"), (iv) the Commitment Parties (other than HSBC) shall forego receipt of the portion of the Revolving Facility Underwriting Fee attributable to the Terminated Revolving Commitments and (v) we agree that we will negotiate in good faith with respect to any documentation changes requested in respect of the Revolving Credit Facility in order to assist you in obtaining such Additional Revolving Commitments, provided such changes do not adversely affect us. You and we also hereby agree that the Additional Lenders shall be entitled to the full Revolving Facility Underwriting Fee and Revolving Loan Closing Fee payable by the Borrower with respect to their Additional Revolving Commitments as if such Additional Lenders held such Additional Revolving Commitments under the Amended and Restated Commitment Letter on the date thereof and such other fees payable by the Borrower as agreed by the Borrower and the Additional Lenders.

This letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this letter by email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. The governing law, confidentiality, waiver of jury trial, jurisdiction, venue and service of process provisions set forth in the Amended and Restated Commitment Letter are hereby incorporated by reference, mutatis mutandis.

[Signature Page Follows]
We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

By
Name: Scott Tolchin
Title: MANAGING DIRECTOR

BANK OF AMERICA, N.A.

By
Name: Scott Tolchin
Title: MANAGING DIRECTOR

[Side Letter Signature Page -- Project Minerva]
HSBC BANK PLC

By: [Signature]
Name: JOHN HAIR
Title: DIRECTOR

HSBC SECURITIES (USA) INC.

By: [Signature]
Name: 
Title: 

RESTRICTED - [Side Letter Signature Page -- Project Mineral]
ROYAL BANK OF CANADA

By

Name: David J. Wirdnam
Title: Authorized Signatory

[Side Letter Signature Page -- Project Minerva]
GOLDMAN SACHS BANK USA

By

Name: Robert E. Gudin
Title: Authorized Signatory
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By
Name: JUDITH SMITH
Title: AUTHORIZED SIGNATORY

By
Name: BILL O’DALY
Title: AUTHORIZED SIGNATORY

CREDIT SUISSE SECURITIES (USA) LLC

By
Name: Thomas Davidov
Title: Managing Director

[Side Letter Signature Page -- Project Minerva]
NZC GUGGENHEIM FUND, LLC
By: Guggenheim Partners Investment Management, LLC as manager

Name: WILLIAM HAGNER
Title: ATTORNEY-IN-FACT

[Side Letter Signature Page -- Project Minerva]
Accepted and agreed to as of
October 7, 2014:

MA FINANCECO., LLC

By
Name: Mike Phillips
Title: Director

MICRO FOCUS GROUP LIMITED

By
Name: Mike Phillips
Title: Director