As filed with the Securities and Exchange Commission on August 31, 2010

Registration No. 333-167645

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 2 to

Form S-1

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Booz Allen Hamilton Holding Corporation

(Exact name of registrant as specified in its charter)

Delaware	**7373**	**26-2634160**
(State or other jurisdiction of incorporation or organization)	*(Primary Standard Industrial Classification Code Number)*	*(I.R.S. Employer Identification Number)*

8283 Greensboro Drive
McLean, Virginia 22102
(703) 902-5000

(Address, including Zip Code, and Telephone Number, including Area Code, of Registrant's Principal Executive Offices)

CG Appleby
Executive Vice President and General Counsel
8283 Greensboro Drive
McLean, Virginia 22102
(703) 902-5000

(Name, Address, including Zip Code, and Telephone Number, including Area Code, of Agent for Service)

Copies to:

Matthew E. Kaplan	**Douglas S. Manya**	**Rachel W. Sheridan**
Debevoise & Plimpton LLP	**Booz Allen Hamilton Inc.**	**Jason M. Licht**
919 Third Avenue	**8283 Greensboro Drive**	**Latham & Watkins LLP**
New York, New York 10022	**McLean, Virginia 22102**	**555 Eleventh Street, NW**
(212) 909-6000	**(703) 902-5000**	**Suite 1000**
		Washington, D.C. 20004
		(202) 637-2200

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date hereof.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. o

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration number of the earlier effective registration statement for the same offering. o

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration number of the earlier effective registration statement for the same offering. o

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

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

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state or jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED AUGUST 31, 2010

Shares

Booz | Allen | Hamilton

Class A Common Stock

This is an initial public offering of Class A common stock of Booz Allen Hamilton Holding Corporation. We are offering shares of Class A common stock to be sold in this offering. No public market currently exists for our Class A common stock. The initial public offering price of our Class A common stock is expected to be between $ and $ per share.

We will apply to list our Class A common stock on the New York Stock Exchange under the symbol "BAH."

Investing in our Class A common stock involves risks. See "Risk Factors" beginning on page 17 of this prospectus.

	Per Share	Total
Initial public offering price	$	$
Underwriting discounts and commissions	$	$
Proceeds, before expenses, to us	$	$

The underwriters also may purchase up to additional shares from us at the initial offering price less the underwriting discounts and commissions to cover over-allotments, if any.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the shares to purchasers on or about , 2010.

Morgan Stanley **Barclays Capital**

BofA Merrill Lynch **Credit Suisse**

Stifel Nicolaus Weisel

BB&T Capital Markets **Lazard Capital Markets** **Raymond James**

, 2010.

TABLE OF CONTENTS

You should rely only on the information contained in this prospectus or any free writing prospectus prepared by or on behalf of us or to which we have referred you. Neither we nor the underwriters have authorized anyone to provide you with additional or different information. Neither this prospectus nor any free writing prospectus is an offer to sell anywhere or to anyone where or to whom we are not permitted to offer or to sell securities under applicable law. The information in this prospectus or any free writing prospectus is accurate only as of the date of this prospectus or such free writing prospectus, as applicable.

MARKET, INDUSTRY AND OTHER DATA

Information in this prospectus about each of the U.S. government defense, intelligence and civil markets, including our general expectations concerning those markets, our position within those markets and the amount of spending by the U.S. government on private contractors in any of those markets, is based on estimates prepared using data from independent industry publications, reports by market research firms, other published independent sources, including the U.S. government, and our good faith estimates and assumptions, which are derived from such data and our knowledge of and experience in these markets. Data provided by Bloomberg Finance L.P. cited in this prospectus is based on data from the Federal Procurement Data System. Although we believe these sources are credible, we have not verified the data or information obtained from these sources. By including such market data and industry information, we do not undertake a duty to provide such data in the future or to update such data if it is updated. Our estimates, in particular as they relate to our general expectations concerning the U.S. government defense, intelligence and civil markets, have not been verified by any independent source and involve risks and uncertainties and are subject to change based on various factors, including those discussed under the caption "Risk Factors."

In several places in this prospectus, we present our compound annual growth rate, or CAGR, for our revenue over the last 15 fiscal years. We calculated our CAGR as our annualized revenue growth over the 15-year period taking into account the effects of annual compounding. We believe that a 15-year CAGR is an appropriate measurement of our growth because it demonstrates the rate at which we have grown our business over a meaningful period of time. The revenue data for the first ten years of the 15-year period was derived directly from our accounting system (JAMIS) because as a privately owned company we were not required to and did not prepare comparable financial statements in accordance with U.S. Generally Accepted Accounting Principles, or GAAP, for those periods. The revenue data for the last five years of the 15-year period was derived directly from our consolidated financial statements, which were prepared in accordance with GAAP.

SUPPLEMENTAL INFORMATION

Unless the context otherwise indicates or requires, as used in this prospectus, references to: (i) "we," "us," "our" or our "company" refer to Booz Allen Hamilton Holding Corporation, its consolidated subsidiaries and predecessors; (ii) "Booz Allen Holding" or "issuer" refers to Booz Allen Hamilton Holding Corporation exclusive of its subsidiaries; (iii) "Booz Allen Investor" refers to Booz Allen Hamilton Investor Corporation, a wholly-owned subsidiary of Booz Allen Holding; (iv) "Booz Allen Hamilton" refers to Booz Allen Hamilton Inc., our primary operating company and a wholly-owned subsidiary of Booz Allen Holding; (v) "fiscal," when used in reference to any twelve-month period ended March 31, refers to our fiscal years ended March 31; and (vi) "pro forma 2009" refers to our unaudited pro forma results for the twelve months ended March 31, 2009, assuming the acquisition had been completed as of April 1, 2008. Unless otherwise indicated, information contained in the prospectus is as of June 30, 2010.

We are organized and operate as a corporation. Our use of the term "partnership" in this prospectus reflects our collaborative culture, and our use of the term "partner" in this prospectus refers to our Chairman and our Executive and Senior Vice Presidents. The use of the terms "partnership" and "partner" is not meant to create any implication that we operate our company as, or have any intention to create a legal entity that is, a partnership.

Booz Allen Hamilton®, Transformation Life Cycle™, the Booz Allen Hamilton logo, and other trademarks or service marks of Booz Allen Hamilton Inc. appearing in this prospectus are property of Booz Allen Hamilton Inc. Trade names, trademarks and service marks of other companies appearing in this prospectus are the property of their respective owners.

We have made rounding adjustments to reach some of the figures included in this prospectus and, unless otherwise indicated, percentages presented in this prospectus are approximate.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. This summary does not contain all of the information that you should consider before investing in our Class A common stock. You should read the entire prospectus carefully, including the "Risk Factors" section and our consolidated financial statements and the notes to those statements, before making an investment decision. Some of the statements in this summary constitute forward-looking statements. See "Special Note Regarding Forward-Looking Statements."

Overview

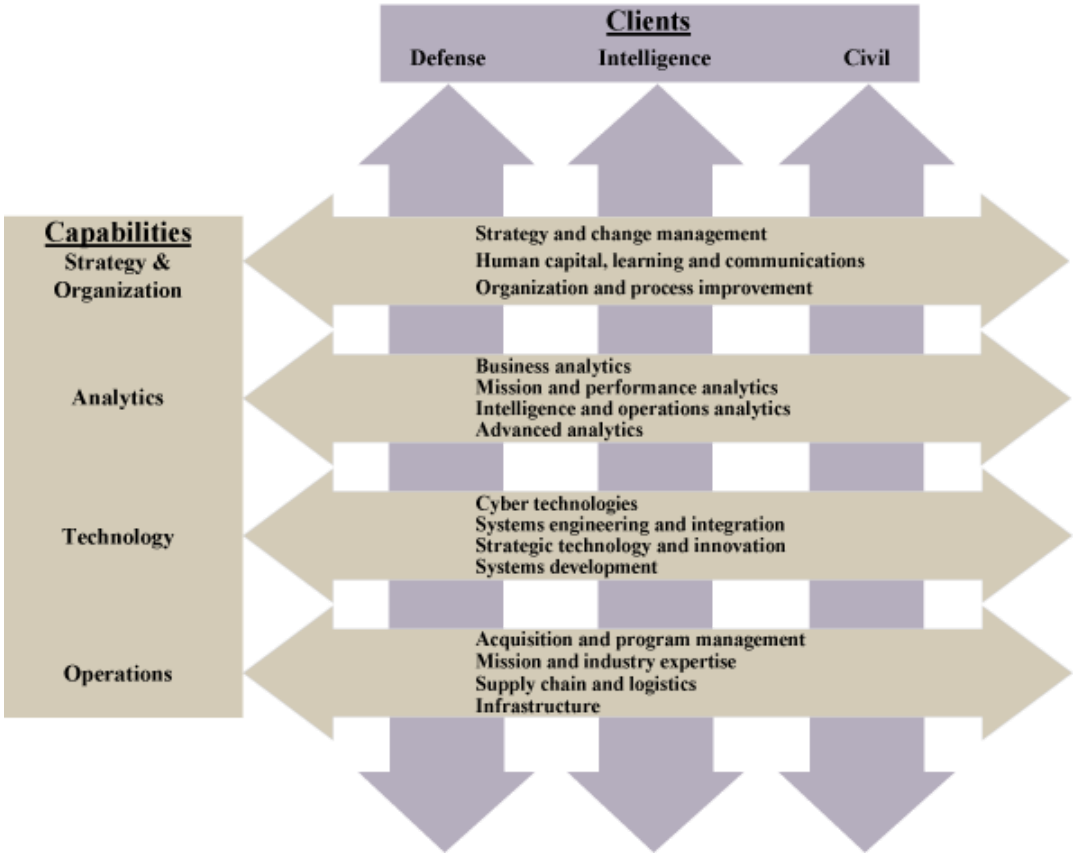
We are a leading provider of management and technology consulting services to the U.S. government in the defense, intelligence and civil markets. Founded in 1914 by Edwin Booz, we have expanded beyond our management consulting foundation to develop deep expertise in technology, engineering and analytics. We began serving the U.S. government in 1940 by advising the Secretary of the Navy in preparation for World War II. Today, our approximately 23,800 people serve substantially all of the cabinet-level departments of the U.S. government and have strong and longstanding relationships with a diverse group of other organizations at all levels of the U.S. government. We support our clients in addressing complex and pressing challenges such as combating global terrorism, improving cyber capabilities, transforming the healthcare system, improving efficiency and managing change within the government and protecting the environment. We have grown our revenue organically, without relying on acquisitions, at an 18% CAGR over the 15-year period ended March 31, 2010, reaching $5.1 billion in revenue in fiscal 2010.

We derived 98% of our revenue in fiscal 2010 from services provided to over 1,300 clients across the U.S. government under more than 4,900 contracts and task orders. Our U.S. government clients include organizations at all levels of the U.S. government, ranging from executive departments to independent agencies and offices. We have served our top ten clients, or their predecessor organizations, for an average of over 20 years. We derived 87% of our revenue in fiscal 2010 from engagements for which we acted as the prime contractor. Also during fiscal 2010, we achieved an overall win rate of 57% on new contracts and task orders for which we competed and a win rate of more than 92% on re-competed contracts and task orders for existing or related business. As of June 30, 2010, our total backlog, including funded, unfunded, and priced options, was $9.5 billion, an increase of 26% over June 30, 2009.

We attribute the strength of our client relationships, the commitment of our people, and our resulting growth to our management consulting heritage and culture, which instills our relentless focus on delivering value and enduring results to our clients. We operate our business as a single profit center, which drives our ability to collaborate internally and compete externally. Our operating model is built on (1) our dedication to client service, which focuses on leveraging our experience and knowledge to provide differentiated insights, (2) our partnership-style culture and compensation system, which fosters collaboration and the efficient allocation of our people across markets, clients and opportunities (3) our professional development and 360-degree assessment system, which ensures that our people are aligned with our collaborative culture, core values and ethics and (4) our approach to the market, which leverages our matrix of deep domain expertise in the defense, intelligence and civil markets and our strong capabilities in strategy and organization analytics, technology and operations.

Deployment of Capabilities to Serve Clients

The diagram below illustrates the way we deploy our four capability areas, including specified areas of expertise, to serve our defense, intelligence and civil clients. Our dynamic matrix of functional capabilities and domain expertise plays a critical role in our efforts to deliver proven results to our clients.



Market Opportunity

Large Addressable Markets

We believe that the U.S. government is the world's largest consumer of management and technology consulting services. In U.S. government fiscal year 2009, we estimate that the Department of Defense and civil agencies within the U.S. government spent $93 billion on management and technology consulting services procured from private contractors. The agencies of the U.S. Intelligence Community that we serve represent an additional market.

Focus on Efficiency and Transforming Procurement Practices

There is pressure across the U.S. government to control spending while also improving services for citizens and aggressively pursuing numerous important policy initiatives. This has led to an increased focus on improving efficiency, including accomplishing more with fewer resources and reducing fraud, waste and abuse. Economic pressure has also driven an emphasis on greater accountability, transparency and spending effectiveness in U.S. government procurement practices. Recent efforts to reform procurement practices have focused on several areas, such as reducing organizational conflict of interest issues. We believe the

U.S. government will increasingly require objective management and technology consulting services in support of these efforts.

Complex Defense, Intelligence and Civil Agency Requirements

The U.S. government continually reassesses and updates its long-term priorities and develops new strategies to address the rapidly evolving and increasingly complex issues it faces. Current priorities within the U.S. government include enhancing cyber-capabilities and transforming the U.S. healthcare system. In order to deliver effective advice to support these and other priorities, service providers must possess a comprehensive knowledge of, and experience with, the participants, systems and technology employed by the U.S. government, and must also have an ability to facilitate knowledge sharing while managing varying objectives.

Major Changes Create Demand

Major changes in the government, political and overall economic landscape can be recurring in nature, such as the inauguration of a new presidential administration, or more sudden and unexpected, as was the case with the recent financial crisis and economic downturn. We believe that these types of changes will continue to create significant opportunities for us as clients seek out service providers with the flexibility to rapidly deploy intellectual capital, resources and capabilities.

Our Value Proposition to Our Clients

As a leading provider of management and technology consulting services to the U.S. government, we believe that we are well positioned to grow across markets characterized by increasing and rapid change.

Our People

Our success as a management and technology consulting firm is highly dependent upon the quality, integrity and dedication of our people.

- *Superior Talent Base.* We have a highly educated talent base, and a significant percentage of our people hold government security clearances. We are able to renew and grow this talent base because of our commitment to professional development, our position as a leader in our markets, the high quality of our work and the appeal of our culture.
- *Focus on Talent Development.* We continually develop our talent base by providing our people with the opportunity to work on important and complex problems, facilitating broad engagement at all levels of seniority and encouraging the development of substantive skills through continuing education.
- *Assessment System that Promotes Collaboration.* We use our 360-degree assessment process to help promote and enforce the consistency of our collaborative culture, core values and ethics.
- *Core Values.* Our core values, which are a key component of our success, are: client service, diversity, excellence, entrepreneurship, teamwork, professionalism, fairness, integrity, respect and trust.

Our Management Consulting Heritage

- *Our Approach to Client Service.* Over the 70 years that we have been serving the U.S. government, we have cultivated relationships of trust with, and developed a comprehensive understanding of, our clients, which, together with our deep domain knowledge and capabilities, enable us to anticipate, identify and address their specific needs.
- *Partnership-Style Culture and Compensation System.* We have a deeply ingrained culture of teamwork and collaboration, and we manage our company as a single profit center with a partner-style compensation system that focuses on the success of the institution over the success of the individual.

Our Client-Oriented Matrix Approach

We are able to address the complex and evolving needs of our clients and grow our business through the application of our matrix of deep domain knowledge and market-leading capabilities. Through this approach, we deploy our four key capabilities, strategy and organization, analytics, technology, and operations, across our client base. This approach enables us to quickly assemble and deploy client-focused teams comprised of people with the expertise needed to address the challenges facing our clients.

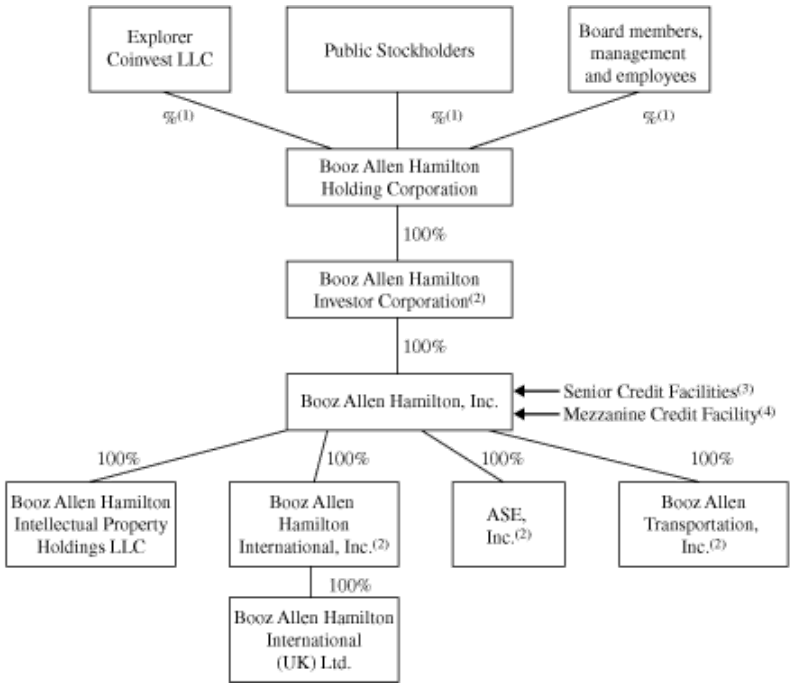
Our Strategy for Continued Growth

To serve our clients and grow our business, we intend to execute the following strategies:

- *Expand Our Business Base.* We intend to deepen our existing client relationships, continue to help our clients rapidly respond to change and broaden our client base by leveraging our collaborative culture, our expertise and our reputation as a trusted partner and an industry leader.
- *Capitalize on Our Strengths in Emerging Areas.* We will continue to leverage our deep domain expertise and broad capabilities to help our clients address emerging issues, including cyber, government efficiency and procurement, transformation of the healthcare system and Systems Engineering & Integration, or SE&I.
- *Continue to Innovate.* We will continue to invest significant resources in our efforts to identify near-term developments and long-term trends that may present significant challenges or opportunities for our clients. We continue to invest in many initiatives at various stages of development, and are currently focused on cloud computing, advanced analytics, and the deployment of specialized services and capabilities in the financial sector, among others.

Our Corporate Structure

The following chart illustrates our corporate structure, including Class A common stock ownership percentages, after giving effect to this offering.



(1) Represents %, % and % of the total voting power in our company, respectively.

(2) Guarantor of the senior credit facilities and mezzanine credit facility.

(3) Refers to our senior secured loan facilities providing for a $125.0 million Tranche A term facility, $585.0 million Tranche B term facility, $350.0 million Tranche C term facility and $245.0 million revolving credit facility. As of June 30, 2010, we had $1,018.6 million outstanding under our senior credit facilities.

(4) Refers to our $550.0 million mezzanine term loan facility. As of June 30, 2010, on a pro forma basis after giving effect to this offering and the use of the net proceeds therefrom, which is based on the midpoint of the price range set forth on the cover page of this prospectus, we would have had $ million of debt outstanding under our mezzanine credit facility. On August 2, 2010, we repaid $85.0 million of indebtedness outstanding under our mezzanine credit facility.

Our Principal Stockholder

Our principal stockholder is Explorer Coinvest LLC, or Coinvest, an entity controlled by The Carlyle Group and certain of its affiliated investment funds. Coinvest became our principal stockholder in our July 2008 merger transaction, which, together with the spin off of our commercial and international business and the related transactions, is referred to in this prospectus as the acquisition. See “The Acquisition and Recapitalization Transaction.”

The Carlyle Group is a global alternative asset manager with $90.5 billion under management committed to 67 funds as of March 31, 2010. Carlyle invests in buyouts, growth capital, real estate and leveraged finance in North America, Europe, Asia, Australia, the Middle East and North Africa, and Latin America focusing on

aerospace and defense, automotive and transportation, consumer and retail, energy and power, financial services, healthcare, industrial, infrastructure, technology and business services and telecommunications and media. Since 1987, the firm has invested $60.6 billion of equity in 969 transactions for a total purchase price of $233.4 billion. Carlyle employs 880 people in 27 offices throughout the world.

As of June 30, 2010, Carlyle, through Coinvest, owned 78% of our outstanding common stock, representing 80% of the total voting power in our company. Following the completion of this offering and assuming that the underwriters do not exercise their option to purchase additional shares of Class A common stock, Carlyle will continue to own % of our outstanding common stock, representing % of the total voting power in our company. Because of certain voting and other provisions of the current stockholders agreement, Carlyle may be deemed to share beneficial ownership over shares of common stock held by other stockholders. Of the seven members currently serving on our board of directors, or the Board, four were designated by Carlyle. Under the terms of an amended and restated stockholders agreement to be entered into among Booz Allen Holding and Coinvest in connection with this offering. Carlyle will continue to have the right to designate a majority of the Board nominees for election and the voting power to elect such nominees following the completion of the offering. In addition, the amended and restated stockholders agreement will continue to provide rights and restrictions with respect to certain transactions in our securities entered into by Coinvest or certain other stockholders. See "Certain Relationships and Related Party Transactions — Related Person Transactions — Stockholders Agreement."

Company Information

We are incorporated under the laws of the state of Delaware. Our principal executive office is located at 8283 Greensboro Drive, McLean, Virginia 22102, and our telephone number is (703) 902-5000. Our website is www.boozallen.com and is included in this prospectus as an inactive textual reference only. The information contained on, or that may be accessed through, our website is not part of, and is not incorporated into, this prospectus.

The Offering

Class A common stock offered by us	shares
Class A common stock outstanding after the offering	shares
Option to purchase additional shares of Class A common stock	The underwriters have a 30-day option to purchase an additional shares of Class A common stock from us.
Proposed New York Stock Exchange symbol	"BAH"
Use of proceeds	We estimate that our net proceeds from the offering, after deducting underwriting discounts and commissions and estimated offering expenses payable by us, will be approximately $ million, based on the midpoint of the price range set forth on the cover page of this prospectus. We intend to use the net proceeds from this offering to repay $ million of indebtedness outstanding under our mezzanine credit facility and pay an associated prepayment penalty of $ million. See "Use of Proceeds." Certain of the underwriters of this offering or their affiliates are lenders under our senior credit facilities and mezzanine credit facility. Accordingly, certain of the underwriters may receive net proceeds from this offering in connection with the repayment of our mezzanine credit facility. See "Underwriting."
Risk factors	See "Risk Factors" and other information included in this prospectus for a discussion of factors you should carefully consider before deciding whether to invest in shares of our Class A common stock.
Dividend policy	We do not expect to pay dividends on our Class A common stock for the foreseeable future.
Conflicts of interest	We intend to use certain of the net proceeds of this offering to retire a portion of the mezzanine credit facility under which an affiliate of Credit Suisse Securities (USA) LLC is a lender. Since Credit Suisse Securities (USA) LLC's affiliate will receive at least 5% of the net proceeds of this offering in connection with this repayment, Credit Suisse Securities (USA) LLC, a member of the Financial Industry Regulatory Authority, or FINRA, may be deemed to have a "conflict of interest" with us under FINRA's NASD Conduct Rule 2720. Accordingly, this offering will be conducted in compliance with the requirements of such rule. See "Underwriting — Conflicts of Interest."

Following this offering, we will have four classes of authorized common stock: Class A common stock, Class B non-voting common stock, Class C restricted common stock and Class E special voting common stock. As of , 2010, , and shares of our Class B non-voting common stock, Class C restricted common stock and Class E special voting common stock were outstanding. The rights of the holders of Class A common stock, Class C restricted common stock and Class E special voting common stock are identical, except with respect to participation in dividends and other distributions, vesting and conversion. Class A common stock, Class C restricted common stock and Class E special voting common stock are entitled to one vote per share on all matters voted on by our stockholders. The Class B common stock is non-voting common stock. When stock options related to our Class E common stock are exercised, we will

repurchase the underlying share of Class E common stock and issue a share of Class A common stock to the option holder. See "Description of Capital Stock."

The number of shares of our Class A common stock to be outstanding immediately after the offering is based on the number of shares of Class A common stock outstanding as of , 2010. Such number excludes:

- shares of Class A common stock reserved for issuance under our Equity Incentive Plan, including shares issuable upon the exercise of outstanding stock options;
- shares of Class A common stock reserved for issuance under our Officers' Rollover Stock Plan upon the exercise of outstanding stock options related to outstanding shares of our Class E special voting common stock and our mandatory repurchase of those shares in connection with such exercise; and
- shares of Class A common stock issuable upon transfer of outstanding Class B non-voting common stock and Class C restricted common stock.

Unless we indicate otherwise, the information in this prospectus:

- reflects a -for-1 split of our outstanding common stock to be effected prior to the completion of this offering. The stock split will be effected to reduce the per share price of our Class A common stock to a more customary level for an initial public offering and an initial listing on a national securities exchange;
- gives effect to amendments to our certificate of incorporation and bylaws to be adopted prior to the completion of this offering and the related elimination of our Class D merger rolling common stock and Class F non-voting restricted common stock prior to the completion of this offering;
- assumes the issuance of shares of Class A common stock in this offering;
- assumes that the initial public offering price of our Class A common stock will be $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus;
- assumes that the underwriters will not exercise their over-allotment option; and
- presents indebtedness outstanding under our senior credit facilities and our mezzanine credit facility as of any particular date net of unamortized discount.

SUMMARY OF HISTORICAL CONSOLIDATED FINANCIAL AND OTHER DATA

The following tables provide a summary of our historical consolidated financial and other data for the periods indicated. The summary consolidated financial data for fiscal 2008 and fiscal 2010 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. The summary consolidated financial data as of June 30, 2010 and for the three months ended June 30, 2009 and 2010 have been derived from our unaudited consolidated financial statements included elsewhere in this prospectus. Our historical results are not necessarily indicative of the results that may be expected for any future period, and the unaudited interim results for the three months ended June 30, 2010 are not necessarily indicative of results that may be expected for fiscal 2011. The information below should be read in conjunction with "Capitalization," "Selected Historical Consolidated Financial and Other Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and the consolidated financial statements and notes thereto included in this prospectus.

As discussed in more detail under "The Acquisition and Recapitalization Transaction," Booz Allen Hamilton was indirectly acquired by Carlyle on July 31, 2008. Immediately prior to the acquisition, Booz Allen Hamilton spun-off its commercial and international business and retained its U.S. government business. The accompanying consolidated financial statements included elsewhere in this prospectus are presented for (1) the "Predecessor," which are the financial statements of Booz Allen Hamilton and its consolidated subsidiaries for the period preceding the acquisition, and (2) the "Company," which are the financial statements of Booz Allen Holding and its consolidated subsidiaries for the period following the acquisition. Prior to the acquisition, Booz Allen Hamilton's U.S. government business is presented as the continuing operations of the Predecessor. The Predecessor's consolidated financial statements have been presented for the twelve months ended March 31, 2008 and the four months ended July 31, 2008. The operating results of the commercial and international business that was spun off by Booz Allen Hamilton effective July 31, 2008 have been presented as discontinued operations in the Predecessor consolidated financial statements and the related notes included in this prospectus. The Company's consolidated financial statements for periods subsequent to the acquisition have been presented from August 1, 2008 through March 31, 2009, for the twelve months ended March 31, 2010 and for the three months ended June 30, 2009 and 2010. The Predecessor's financial statements may not necessarily be indicative of the cost structure or results of operations that would have existed if the U.S. government business operated as a stand-alone, independent business. The acquisition was accounted for as a business combination, which resulted in a new basis of accounting. The Predecessor's and the Company's financial statements are not comparable as a result of applying a new basis of accounting. See Notes 1, 4, and 24 to our consolidated financial statements for additional information regarding the accounting treatment of the acquisition and discontinued operations.

The results of operations for fiscal 2008 and the three months ended June 30, 2009 are presented "as adjusted" to reflect the change in accounting principle related to our revenue recognition policies as described in "Management's Discussion and Analysis of Financial Condition and Results of Operations — Critical Accounting Estimates and Policies."

Included in the table below are unaudited pro forma results of operations for the twelve months ended March 31, 2009, or "pro forma 2009," assuming the acquisition had been completed as of April 1, 2008. The unaudited pro forma condensed consolidated results of operations for fiscal 2009 are based on our historical audited consolidated financial statements included elsewhere in this prospectus, adjusted to give pro forma effect to the acquisition. The unaudited pro forma condensed consolidated results of operations for fiscal 2009 are presented because management believes it provides a meaningful comparison of operating results enabling twelve months of fiscal 2009, adjusted for the impact of the acquisition, to be compared with fiscal 2010. The unaudited pro forma condensed consolidated financial statements are for informational purposes only and do not purport to represent what our actual results of operations would have been if the acquisition had been completed as of April 1, 2008 or that may be achieved in the future. The unaudited pro forma condensed consolidated financial information and the accompanying notes should be read in conjunction with our historical audited consolidated financial statements and related notes appearing elsewhere in this prospectus and other financial information contained in "Risk Factors," "The Acquisition and Recapitalization Transaction," and "Management's Discussion and Analysis of Financial Condition and Results of Operations"

in this prospectus. See "Management's Discussion and Analysis of Financial Condition and Results of Operations — Results of Operations" for a description of the pro forma adjustments attributable to the acquisition.

The pro forma as adjusted (i) earnings per share and weighted average shares outstanding set forth in the table below give effect to the net proceeds to us from the sale of shares of our Class A common stock in this offering at an assumed initial public offering price of $, the midpoint of the range set forth on the cover page of this prospectus, and the use of our net proceeds from this offering to repay borrowings under our mezzanine credit facility and the associated prepayment penalty as described in "Use of Proceeds," as if each had occurred on April 1, 2009, and (ii) balance sheet data set forth in the table below gives effect to the net proceeds to us from the sale of shares of our Class A common stock in this offering at an assumed initial public offering price of $ per share, the midpoint of the range set forth on the cover of this prospectus, and the use of our net proceeds from this offering to repay borrowings under our mezzanine credit facility and the associated prepayment penalty as described in "Use of Proceeds," as if each had occurred on June 30, 2010.

	Predecessor	The Company			
	Fiscal Year Ended March 31, 2008 (As adjusted)	Pro Forma Fiscal Year Ended March 31, 2009(1)	Fiscal Year Ended March 31, 2010	Three Months Ended June 30, 2009 (Unaudited) (As adjusted)	Three Months Ended June 30, 2010 (Unaudited)
	(In thousands, except share and per share data)				
Consolidated Statement of Operations Data:					
Revenue	$ 3,625,055	$ 4,351,218	$ 5,122,633	$1,229,459	$1,341,929
Operating costs and expenses:					
Cost of revenue	2,028,848	2,296,335	2,654,143	638,690	677,095
Billable expenses	935,459	1,158,320	1,361,229	329,681	356,286
General and administrative expenses	474,188	723,827	811,944	184,734	200,419
Depreciation and amortization	33,079	106,335	95,763	24,003	19,384
Total operating costs and expenses	3,471,574	4,284,817	4,923,079	1,177,108	1,253,184
Operating income	153,481	66,401	199,554	52,351	88,745
Interest income	2,442	5,312	1,466	515	312
Interest expense	(2,319)	(146,803)	(150,734)	(36,371)	(40,353)
Other expense, net	(1,931)	(182)	(1,292)	(523)	(619)
Income (loss) from continuing operations before income taxes	151,673	(75,272)	48,994	15,972	48,085
Income tax (benefit) expense from continuing operations	62,693	(25,831)	23,575	7,547	19,916
Income (loss) from continuing operations	88,980	$ (49,441)	25,419	8,425	28,169
Loss from discontinued operations	(71,106)		—	—	—
Net income	$ 17,874		$ 25,419	$ 8,425	$ 28,169
Weighted average common shares outstanding(2)(3):					
Basic					
Diluted					
Earnings per share from continuing operations(2)(3):					
Basic	$	$	$	$	$
Diluted					

	Predecessor	The Company			
	Fiscal Year Ended March 31, 2008 (As adjusted)	Pro Forma Fiscal Year Ended March 31, 2009(1)	Fiscal Year Ended March 31, 2010	Three Months Ended June 30, 2009 (Unaudited) (As adjusted)	Three Months Ended June 30, 2010 (Unaudited)
	(In thousands, except share and per share data)				
Pro forma as adjusted weighted average shares outstanding(3)(4):					
Basic					
Diluted					
Pro forma as adjusted earnings per share from continuing operations(3)(4):					
Basic			$	$	$
Diluted					
Dividends per share (unaudited)	$	$	$ (5)	$	$
Consolidated Statement of Cash Flow Data:					
Net cash provided by operating activities of continuing operations			$ 270,484	(61,711)	10,011
Net cash used in investing activities of continuing operations			(10,991)	(6,568)	(14,829)
Net cash used in financing activities of continuing operations			(372,560)	(3,025)	(2,406)
Other Financial Data (unaudited):					
Adjusted EBITDA(6)	$ 226,874	$ 277,344	$ 368,323	$ 100,996	$ 121,545
Adjusted Net Income(6)			$ 97,001	$ 30,014	$ 41,661
Free Cash Flow(6)			$ 221,213	$ (68,279)	$ (6,202)

	Predecessor	The Company			
	As of March 31, 2008	As of March 31, 2009	As of March 31, 2010	As of June 30, 2009	As of June 30, 2010
Other Data (unaudited):					
Backlog (in thousands)(7)	N/A(8)	$7,278,782	$9,012,923	$7,503,772	$9,488,823
Employees	18,822	21,614	23,315	22,492	23,848

	The Company As of June 30, 2010	
	Actual	Pro Forma as Adjusted(9)
	(Unaudited) (In thousands)	
Consolidated Balance Sheet Data:		
Cash and cash equivalents	$ 300,611	
Working capital	648,622	
Total assets	3,015,262	
Long-term debt, net of current portion	1,542,063	
Stockholders' equity	552,676	

(1) See "Selected Historical Consolidated Financial and Other Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operation — Results of Operations" for further information regarding our unaudited pro forma condensed consolidated results of operations.

(2) Basic earnings per share for the Company has been computed using the weighted average number of shares of Class A common stock, Class B non-voting common stock and Class C restricted common stock outstanding during the period. The Company's diluted earnings per share has been computed using the weighted average number of shares of Class A common stock, Class B non-voting common stock and

Class C restricted common stock including the dilutive effect of outstanding common stock options and other stock-based awards. The weighted average number of Class E special voting common stock has not been included in the calculation of either basic earnings per share or diluted earnings per share due to the terms of such common stock.

Basic earnings per share for the Predecessor has been computed using the weighted average number of shares of Class A common stock outstanding during the period. The Predecessor's diluted earnings per share has been computed using the weighted average number of shares of Class A common stock including the dilutive effect of outstanding stock-based awards.

(3) Reflects a - for-1 split of our outstanding common stock to be effected prior to the completion of this offering.

(4) Includes shares of Class A common stock offered by us in this offering. Pro forma as adjusted earnings per share data also gives effect to the reduction in interest expense related to the use of the net proceeds from this offering to repay a portion of our mezzanine credit facility.

(5) Reflects the payment of special dividends in the aggregate amount of $114.9 million and $497.5 million to holders of record of our Class A common stock, Class B non-voting common stock, and Class C restricted common stock as of July 29, 2009 and December 8, 2009, respectively.

(6) *"Adjusted EBITDA"* represents net income before income taxes, net interest and other expense and depreciation and amortization and before certain other items, including: (i) certain stock option-based and other equity-based compensation expenses, (ii) transaction costs, fees, losses and expenses, (iii) the impact of the application of purchase accounting and (iv) any extraordinary, unusual or non-recurring items. We prepare Adjusted EBITDA to eliminate the impact of items we do not consider indicative of ongoing operating performance due to their inherent unusual, extraordinary or non-recurring nature or because they result from an event of a similar nature.

We utilize and discuss Adjusted EBITDA because our management uses this measure for business planning purposes, including to manage the business against internal projected results of operations and measure the performance of the business generally. We view Adjusted EBITDA as a measure of our core operating business because it excludes the impact of the items described above on our results of operations as these items are generally not operational in nature. Adjusted EBITDA also provides another basis for comparing period to period results by excluding potential differences caused by non-operational and unusual, extraordinary or non-recurring items. We also present Adjusted EBITDA in this prospectus as a supplemental performance measure because we believe that this measure provides investors and securities analysts with important supplemental information with which to evaluate our performance and to enable them to assess our performance on the same basis as management.

Adjusted EBITDA as discussed in this prospectus may vary from and may not be comparable to similarly titled measures presented by other companies in our industry. Adjusted EBITDA is different from the term "EBITDA" as it is commonly used, and Adjusted EBITDA also varies from (i) the measure "Consolidated EBITDA" discussed in this prospectus under "Management's Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources — Indebtedness" and (ii) the measures "EBITDA" and "Bonus EBITDA" discussed in this prospectus under "Executive Compensation." Adjusted EBITDA is not a recognized measurement under GAAP and when analyzing our performance, investors should (i) evaluate each adjustment in our reconciliation of net income to Adjusted EBITDA and the explanatory footnotes regarding those adjustments and (ii) use Adjusted EBITDA in addition to, and not as an alternative to, operating income or net income as a measure of operating results, each as defined under GAAP.

The following table reconciles net income to Adjusted EBITDA:

	Predecessor	The Company			
	Fiscal Year Ended March 31, 2008 (As adjusted)	Pro Forma Fiscal Year Ended March 31, 2009	Fiscal Year Ended March 31, 2010	Three Months Ended June 30, 2009 (Unaudited) (As adjusted)	Three Months Ended June 30, 2010 (Unaudited)
			(In thousands)		
Net income (loss)	$ 17,874	$ (49,441)(a)	$ 25,419	$ 8,425	$ 28,169
Income tax (benefit) expense	62,693	(25,831)	23,575	7,547	19,916
Interest and other expense, net	1,808	141,673	150,560	36,379	40,660
Depreciation and amortization(b)	33,079	106,335	95,763	24,003	19,384
Certain stock-based compensation expense(c)	35,013	82,019	68,517	24,242	13,344
Transaction expenses(d)	5,301	19,512	3,415	—	72
Purchase accounting adjustments(e)	—	3,077	1,074	400	—
Non-recurring items(f)	71,106	—	—	—	—
Adjusted EBITDA	$ 226,874	$ 277,344	$ 368,323	$ 100,996	$ 121,545

(a) Represents loss from continuing operations.

(b) Includes $57.8 million and $40.6 million in pro forma 2009 and fiscal 2010, respectively, of amortization of intangible assets resulting from the acquisition. Includes $10.1 million and $7.2 million in the three months ended June 30, 2009 and 2010, respectively, of amortization of intangible assets resulting from the acquisition.

(c) Reflects (i) $35.0 million of expense in fiscal 2008 for stock rights under the Predecessor's Officer Stock Rights Plan, which were accounted for as liability awards, and (ii) $70.5 million and $49.3 million of stock-based compensation expense in pro forma 2009 and fiscal 2010, respectively, and $16.6 million and $9.5 million of stock-based compensation expense in the three months ended June 30, 2009 and 2010, respectively, for new options for Class A common stock and restricted shares, in each case, issued in connection with the acquisition under the Officers' Rollover Stock Plan established in connection with the acquisition. Expense is based on vesting schedules from three to five years, which is dependent on whether officers were classified as retirement or non-retirement eligible at the time of the acquisition. Also reflects $11.5 million and $19.2 million of stock-based compensation expense in pro forma 2009 and fiscal 2010, respectively, and $7.7 million and $3.8 million of stock-based compensation expense in the three months ended June 30, 2009 and 2010, respectively, for Equity Incentive Plan Class A common stock options issued in connection with the acquisition under the Equity Incentive Plan established in connection with the acquisition.

(d) Fiscal 2008 and pro forma 2009 reflect charges related to the acquisition, including legal, tax and accounting expenses. Fiscal 2010 reflects costs related to the modification of our credit facilities, the establishment of the Tranche C term loan facility under our senior credit facilities and the related payment of special dividends. See "Acquisition and Recapitalization Transaction." The three months ended June 30, 2010 reflects certain external administrative and other expenses incurred in connection with this offering.

(e) Reflects adjustments resulting from the application of purchase accounting in connection with the acquisition not otherwise included in depreciation and amortization.

(f) Reflects loss from discontinued operations.

"Adjusted Net Income" represents net income before: (i) certain stock option-based and other equity-based compensation expenses, (ii) transaction costs, fees, losses and expenses, (iii) the impact of the application of purchase accounting, (iv) adjustments related to the amortization of intangible assets, (v) amortization or write-off of debt issuance costs and write-off of original issue discount, or OID, and (vi) any extraordinary, unusual or non-recurring items, in each case net of the tax effect calculated using an assumed effective tax rate. We prepare Adjusted Net Income to eliminate the impact of items, net of tax, we do not consider indicative of ongoing operating performance due to their inherent unusual, extraordinary or non-recurring nature or because they result from an event of a similar nature.

We utilize and discuss Adjusted Net Income because our management uses this measure for business planning purposes, including to manage the business against internal projected results of operations and measure the performance of the business generally. We view Adjusted Net Income as a measure of our core operating business because it excludes the items described above, net of tax, which are generally not operational in nature. We also present Adjusted Net Income in this prospectus as a supplemental performance measure because we believe that this measure provides investors and securities analysts with important supplemental information with which to evaluate our performance, long-term earnings potential and to enable them to assess our performance on the same basis as management.

Adjusted Net Income as discussed in this prospectus may vary from and may not be comparable to similarly titled measures presented by other companies in our industry. Adjusted Net Income is not a recognized measurement under GAAP and when analyzing our performance, investors should (i) evaluate each adjustment in our reconciliation of net income to Adjusted Net Income and the explanatory footnotes regarding those adjustments and (ii) use Adjusted Net Income in addition to, and not as an alternative to, operating income or net income as a measure of operating results, each as defined under GAAP.

The following table reconciles net income to Adjusted Net Income:

	The Company	Three Months Ended June 30,	
	Fiscal Year Ended March 31, 2010	2009	2010
		(Unaudited) (As adjusted) (In thousands)	(Unaudited)
Net income (loss)	$ 25,419	$ 8,425	$ 28,169
Certain stock-based compensation expense(a)	68,517	24,242	13,344
Transaction expenses(b)	3,415	—	72
Purchase accounting adjustments(c)	1,074	400	—
Amortization of intangible assets(d)	40,597	10,120	7,158
Amortization or write-off of debt issuance costs and write-off of OID	5,700	1,219	1,913
Adjustments for tax effect(e)	(47,721)	(14,392)	(8,995)
Adjusted Net Income	$ 97,001	$ 30,014	$ 41,661

(a) Reflects $49.3 million of stock-based compensation expense in fiscal 2010 and $16.6 million and $9.5 million of stock-based compensation expense in the three months ended June 30, 2009 and 2010, respectively, for new options for Class A common stock and restricted shares, in each case, issued in connection with the acquisition under the Officers' Rollover Stock Plan established in connection with the acquisition. Expense is based on vesting schedules from three to five years, which is dependent on whether officers were classified as retirement or non-retirement eligible at the time of the acquisition. Also reflects $19.2 million of stock-based compensation expense in fiscal 2010 and $7.7 million and $3.8 million of stock-based compensation expense in the three months ended June 30, 2009 and 2010, respectively, for Equity Incentive Plan Class A common stock options issued in connection with the acquisition under the Equity Incentive Plan established in connection with the acquisition.

(b) Fiscal 2010 reflects costs related to the modification of our credit facilities, the establishment of the Tranche C term loan facility under our senior credit facilities and the related payment of special dividends. See "Acquisition and Recapitalization Transaction." The three months ended June 30, 2010 reflects certain external administrative and other expenses incurred in connection with this offering.

(c) Reflects adjustments resulting from the application of purchase accounting in connection with the acquisition.

(d) Reflects amortization of intangible assets resulting from the acquisition.

(e) Reflects taxes on adjustments at an assumed marginal tax rate of 40%. See "Management's Discussion and Analysis of Financial Condition and Results of Operations — Factors and Trends Affecting Our Results of Operations — Income Taxes" and our consolidated financial statements and related footnotes included in this prospectus.

"Free Cash Flow" represents (i) net cash provided by operating activities of continuing operations after (ii) purchases of property and equipment, each as presented in our consolidated statements of cash flows. We utilize and discuss Free Cash Flow because our management uses this measure for business planning purposes, to measure the cash generating ability of our operating business after the impact of cash used to purchase property and equipment, and to measure our liquidity generally. We also present Free Cash Flow in this prospectus as a supplemental liquidity measure because we believe that this measure provides investors and securities analysts with important supplemental information with which to evaluate our liquidity and to enable them to assess our liquidity on the same basis as management.

Free Cash Flow as discussed in this prospectus may vary from and may not be comparable to similarly titled measures presented by other companies in our industry. Free Cash Flow is not a recognized measurement under GAAP and when analyzing our liquidity, investors should use Free Cash Flow in addition to, and not as an alternative to, cash flows, as defined under GAAP, as a measure of liquidity.

The following table reconciles net cash provided by operating activities of continuing operations to Free Cash Flow:

	The Company		
	Fiscal Year Ended March 31, 2010	Three Months Ended June 30,	
		2009	2010
		(Unaudited) (As adjusted)	(Unaudited)
		(In thousands)	
Net cash provided by operating activities of continuing operations	$ 270,484	$ (61,711)	$ 10,011
Purchases of property and equipment	(49,271)	(6,568)	(16,213)
Free Cash Flow	$ 221,213	$ (68,279)	$ (6,202)

(7) We define backlog to include funded backlog, unfunded backlog and priced options. Funded backlog represents the revenue value of orders for services under existing contracts for which funding is appropriated or otherwise authorized less revenue previously recognized on those contracts. Unfunded backlog represents the revenue value of orders for services under existing contracts for which funding has not been appropriated or otherwise authorized. Priced contract options represent 100% of the revenue value of all future contract option periods under existing contracts that may be exercised at our clients' option and for which funding has not been appropriated or otherwise authorized. Backlog is given as of the end of each period presented. See "Risk Factors — Risks Relating to Our Business — We may not realize the full value of our backlog, which may result in lower than expected revenue," "Management's Discussion and Analysis of Financial Condition and Results of Operations — Factors and Trends Affecting Our Results of Operations — Sources of Revenue — Contract Backlog" and "Business — Backlog."

(8) Not available because we began to separately track information on priced options on April 1, 2008.

(9) Each $1.00 increase (decrease) in the assumed public offering price of $ per share would increase (decrease) the pro forma as adjusted amount of each of cash and cash equivalents, working capital, total assets, long-term debt, net of current portion and stockholders' equity by approximately $ million,

assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. We may also increase or decrease the number of shares we are offering. Each increase of 1.0 million shares in the number of shares offered by us, together with a concomitant $1.00 increase in the assumed offering price of $ per share, would increase the pro forma as adjusted amount of each of cash and cash equivalents, working capital, total assets, long-term debt, net of current portion, and stockholders' equity by approximately $ million. Similarly, each decrease of 1.0 million shares in the number of shares offered by us, together with a concomitant $1.00 decrease in the assumed offering price of $ per share, would decrease the pro forma as adjusted amount of each of cash and cash equivalents, working capital, total assets, long-term debt, net of current portion, and stockholders' equity by approximately $ million. The information discussed above is illustrative only and will adjust based on the actual public offering price and other terms of this offering determined at pricing.

RISK FACTORS

Investing in our common stock involves a high degree of risk. You should consider and read carefully all of the risks and uncertainties described below, as well as other information included in this prospectus, including our consolidated financial statements and related notes appearing at the end of this prospectus, before making an investment decision. The risks described below are not the only ones facing us. The occurrence of any of the following risks or additional risks and uncertainties not presently known to us or that we currently believe to be immaterial could materially and adversely affect our business, financial condition or results of operations. In such case, the trading price of our common stock could decline, and you may lose all or part of your original investment. This prospectus also contains forward-looking statements and estimates that involve risks and uncertainties. Our actual results could differ materially from those anticipated in the forward-looking statements as a result of specific factors, including the risks and uncertainties described below.

Risks Related to Our Business

We depend on contracts with U.S. government agencies for substantially all of our revenue. If our relationships with such agencies are harmed, our future revenue and operating profits would decline.

The U.S. government is our primary client, with revenue from contracts and task orders, either as a prime or a subcontractor, with U.S. government agencies accounting for 98% of our revenue for fiscal 2010. Our belief is that the successful future growth of our business will continue to depend primarily on our ability to be awarded work under U.S. government contracts, as we expect this will be the primary source of all of our revenue in the foreseeable future. For this reason, any issue that compromises our relationship with the U.S. government generally or any U.S. government agency that we serve would cause our revenue to decline. Among the key factors in maintaining our relationship with U.S. government agencies are our performance on contracts and task orders, the strength of our professional reputation, compliance with applicable laws and regulations, and the strength of our relationships with client personnel. In addition, the mishandling or the perception of mishandling of sensitive information, such as our failure to maintain the confidentiality of the existence of our business relationships with certain of our clients, could harm our relationship with U.S. government agencies. If a client is not satisfied with the quality or type of work performed by us, a subcontractor or other third parties who provide services or products for a specific project, clients might seek to terminate the contract prior to its scheduled expiration date, provide a negative assessment of our performance to government-maintained contractor past-performance data repositories, fail to award us additional business under existing contracts or otherwise and direct future business to our competitors. Furthermore, we may incur additional costs to address any such situation and the profitability of that work might be impaired. To the extent that our performance does not meet client expectations, or our reputation or relationships with any of our clients is impaired, our revenue and operating profits could materially decline.

U.S. government spending and mission priorities could change in a manner that adversely affects our future revenue and limits our growth prospects.

Our business depends upon continued U.S. government expenditures on defense, intelligence and civil programs for which we provide support. These expenditures have not remained constant over time and have been reduced in certain periods. Our business, prospects, financial condition or operating results could be materially harmed among other causes by the following:

- budgetary constraints affecting U.S. government spending generally, or specific agencies in particular, and changes in available funding;
- a shift in expenditures away from agencies or programs that we support;
- reduced U.S. government outsourcing of functions that we are currently contracted to provide, including as a result of increased insourcing;
- changes in U.S. government programs that we support or related requirements;

- U.S. government shutdowns (such as that which occurred during government fiscal year 1996) or weather-related closures in the Washington, DC area (such as that which occurred in February 2010) and other potential delays in the appropriations process;
- U.S. government agencies awarding contracts on a technically acceptable/lowest cost basis in order to reduce expenditures;
- delays in the payment of our invoices by government payment offices; and
- changes in the political climate and general economic conditions, including a slowdown or unstable economic conditions and responses to conditions, such as emergency spending, that reduce funds available for other government priorities.

The Department of Defense is one of our significant clients and cost cutting, including through consolidation and elimination of duplicative organizations and insourcing, has become a major initiative for the Department of Defense. In particular, the Secretary of Defense recently announced that he has directed the Department of Defense to reduce funding for service support contractors by 10% per year for the next three years. A reduction in the amount of services that we are contracted to provide to the Department of Defense as a result of any of these related initiatives or otherwise could have a material adverse effect on our business and results of operations.

These or other factors could cause U.S. government agencies to decrease the number of new contracts awarded generally and fail to award us new contracts, reduce their purchases under our existing contracts, exercise their right to terminate our contracts, or not exercise options to renew our contracts, any of which could cause a material decline in our revenue.

We are required to comply with numerous laws and regulations, some of which are highly complex, and our failure to comply could result in fines or civil or criminal penalties or suspension or debarment by the U.S. government that could result in our inability to receive U.S. government contracts, which could materially and adversely affect our results of operations.

As a U.S. government contractor, we must comply with laws and regulations relating to the formation, administration and performance of U.S. government contracts, which affect how we do business with our clients. Such laws and regulations may potentially impose added costs on our business and our failure to comply with them may lead to civil or criminal penalties, termination of our U.S. government contracts and/or suspension or debarment from contracting with federal agencies. Some significant laws and regulations that affect us include:

- the Federal Acquisition Regulation, or the FAR, and agency regulations supplemental to the FAR, which regulate the formation, administration and performance of U.S. government contracts. Specifically, FAR 52.203-13 requires contractors to establish a Code of Business Ethics and Conduct, implement a comprehensive internal control system, and report to the government when the contractor has credible evidence that a principal, employee, agent, or subcontractor, in connection with a government contract, has violated certain federal criminal law, violated the civil False Claims Act or has received a significant overpayment;
- the False Claims Act and False Statements Act, which impose civil and criminal liability for presenting false or fraudulent claims for payments or reimbursement, and making false statements to the U.S. government, respectively;
- the Truth in Negotiations Act, which requires certification and disclosure of cost and pricing data in connection with the negotiation of a contract, modification or task order;
- laws, regulations and executive orders restricting the use and dissemination of information classified for national security purposes and the export of certain products, services and technical data; and
- the Cost Accounting Standards and Cost Principles, which impose accounting requirements that govern our right to reimbursement under certain cost-based U.S. government contracts and require consistency of accounting practices over time.

In addition, the U.S. government adopts new laws, rules and regulations from time to time that could have a material impact on our results of operations.

Our performance under our U.S. government contracts and our compliance with the terms of those contracts and applicable laws and regulations are subject to periodic audit, review and investigation by various agencies of the U.S. government. If such an audit, review or investigation uncovers a violation of a law or regulation, or improper or illegal activities relating to our U.S. government contracts, we may be subject to civil or criminal penalties or administrative sanctions, including the termination of contracts, forfeiture of profits, the triggering of price reduction clauses, suspension of payments, fines and suspension or debarment from contracting with U.S. government agencies. Such penalties and sanctions are not uncommon in the industry and there is inherent uncertainty as to the outcome of any particular audit, review or investigation. If we incur a material penalty or administrative sanction or otherwise suffer harm to our reputation, our profitability, cash position and future prospects could be materially and adversely affected. Further, if the U.S. government were to initiate suspension or debarment proceedings against us or if we are indicted for or convicted of illegal activities relating to our U.S. government contracts following an audit, review or investigation, we may lose our ability to be awarded contracts in the future or receive renewals of existing contracts for a period of time which could materially and adversely affect our results of operations or financial condition. We could also suffer harm to our reputation if allegations of impropriety were made against us, which would impair our ability to win awards of contracts in the future or receive renewals of existing contracts.

We derive a majority of our revenue from contracts awarded through a competitive bidding process, and our revenue and profitability may be adversely affected if we are unable to compete effectively in the process or if there are delays caused by our competitors protesting major contract awards received by us.

We derive a majority of our revenue from U.S. government contracts awarded though competitive bidding processes. We do not expect this to change for the foreseeable future. Our failure to compete effectively in this procurement environment would have a material adverse effect on our revenue and profitability.

The competitive bidding process involves risk and significant costs to businesses operating in this environment, including:

- the necessity to expend resources, make financial commitments (such as procuring leased premises) and bid on engagements in advance of the completion of their design, which may result in unforeseen difficulties in execution, cost overruns and, in the case of an unsuccessful competition, the loss of committed costs;
- the substantial cost and managerial time and effort spent to prepare bids and proposals for contracts that may not be awarded to us;
- the ability to accurately estimate the resources and costs that will be required to service any contract we are awarded;
- the expense and delay that may arise if our competitors protest or challenge contract awards made to us pursuant to competitive bidding, and the risk that any such protest or challenge could result in the resubmission of bids on modified specifications, or in termination, reduction, or modification of the awarded contract; and
- any opportunity cost of bidding and winning other contracts we might otherwise pursue.

In circumstances where contracts are held by other companies and are scheduled to expire, we still may not be provided the opportunity to bid on those contracts if the U.S. government determines to extend the existing contract. If we are unable to win particular contracts that are awarded through the competitive bidding process, we may not be able to operate in the market for services that are provided under those contracts for the duration of those contracts to the extent that there is no additional demand for such services. An inability to consistently win new contract awards over any extended period would have a material adverse effect on our business and results of operations.

It can take many months for the relevant U.S. government agency to resolve protests by one or more of our competitors of contract awards we receive. The resulting delay in the start up and funding of the work under these contracts may cause our actual results to differ materially and adversely from those anticipated.

We may lose GSA schedules or our position as a prime contractor on one or more of our GWACs.

We believe that one of the key elements of our success is our position as the holder of ten General Services Administration Multiple Award schedule contracts, or GSA schedules, and as a prime contractor under four government-wide acquisition contract vehicles, or GWACs, as of June 30, 2010. GSA schedules are administered by the General Services Administration and support a wide range of products and services. GWACs are used to procure IT products and services and are administered by the agency soliciting the services or products. Our ability to maintain our existing business and win new business depends on our ability to maintain our position as a GSA schedule contractor and a prime contractor on GWACs. The loss of any of our GSA schedules or our prime contractor position on any of our contracts could have a material adverse effect on our ability to win new business and our operating results. In addition, if the U.S. government elects to use a contract vehicle that we do not hold, we will not be able to compete for work under that contract vehicle as a prime contractor.

We may earn less revenue than projected, or no revenue, under certain of our contracts.

Many of our contracts with our clients are indefinite delivery, indefinite quantity, or ID/IQ, contracts, including GSA schedules and GWACs. ID/IQ contracts provide for the issuance by the client of orders for services or products under the contract, and often contain multi-year terms and unfunded ceiling amounts, which allow but do not commit the U.S. government to purchase products and services from contractors. Our ability to generate revenue under each of these types of contracts depends upon our ability to be awarded task orders for specific services by the client. ID/IQ contracts may be awarded to one contractor (single award) or several contractors (multiple award). Multiple contractors must compete under multiple award ID/IQ contracts for task orders to provide particular services, and contractors earn revenue only to the extent that they successfully compete for these task orders. In fiscal 2008, pro forma 2009 and fiscal 2010, our revenue under our GSA schedules and GWACs accounted for 29%, 27% and 23%, respectively, of our total revenue. A failure to be awarded task orders under such contracts would have a material adverse effect on our results of operations and financial condition.

Our earnings and profitability may vary based on the mix of our contracts and may be adversely affected by our failure to accurately estimate or otherwise recover the expenses, time and resources for our contracts.

We enter into three general types of U.S. government contracts for our services: cost-reimbursable, time-and-materials and fixed-price. For fiscal 2010, we derived 50% of our revenue from cost-reimbursable contracts, 38% from time-and-materials contracts and 12% from fixed-price contracts. For the three months ended June 30, 2010, we derived 51% of our revenue from cost-reimbursable contracts, 36% from time-and-materials contracts and 13% from fixed-price contracts.

Each of these types of contracts, to varying degrees, involves the risk that we could underestimate our cost of fulfilling the contract, which may reduce the profit we earn or lead to a financial loss on the contract and adversely affect our operating results.

Under cost-reimbursable contracts, we are reimbursed for allowable costs up to a ceiling and paid a fee, which may be fixed or performance-based. If our actual costs exceed the contract ceiling or are not allowable under the terms of the contract or applicable regulations, we may not be able to recover those costs. In particular, there is increasing focus by the U.S. government on the extent to which government contractors, including us, are able to receive reimbursement for employee compensation.

Under time-and-materials contracts, we are reimbursed for labor at negotiated hourly billing rates and for certain allowable expenses. We assume financial risk on time-and-materials contracts because our costs of performance may exceed these negotiated hourly rates.

Under fixed-price contracts, we perform specific tasks for a pre-determined price. Compared to time-and-materials and cost-reimbursable contracts, fixed-price contracts generally offer higher margin opportunities because we receive the benefits of any cost savings, but involve greater financial risk because we bear the impact of any cost overruns. The U.S. government has indicated that it intends to increase its use of fixed price contract procurements. Because we assume the risk for cost overruns and contingent losses on fixed-price contracts, an increase in the percentage of fixed-price contracts in our contract mix would increase our risk of suffering losses.

Additionally, our profits could be adversely affected if our costs under any of these contracts exceed the assumptions we used in bidding for the contract. We have recorded provisions in our consolidated financial statements for losses on our contracts, as required under GAAP, but our contract loss provisions may not be adequate to cover all actual losses that we may incur in the future.

Our professional reputation is critical to our business, and any harm to our reputation could decrease the amount of business the U.S. government does with us, which could have a material adverse effect on our future revenue and growth prospects.

We depend on our contracts with U.S. government agencies for substantially all of our revenue and if our reputation or relationships with these agencies were harmed, our future revenue and growth prospects would be materially and adversely affected. Our reputation and relationship with the U.S. government is a key factor in maintaining and growing revenue under contracts with the U.S. government. Negative press reports regarding poor contract performance, employee misconduct, information security breaches or other aspects of our business, or regarding government contractors generally, could harm our reputation. If our reputation with these agencies is negatively affected, or if we are suspended or debarred from contracting with government agencies for any reason, such actions would decrease the amount of business that the U.S. government does with us, which would have a material adverse effect on our future revenue and growth prospects.

We use estimates in recognizing revenue and if we make changes to estimates used in recognizing revenue, our profitability may be adversely affected.

Revenue from our fixed-price contracts is primarily recognized using the percentage-of-completion method with progress toward completion of a particular contract based on actual costs incurred relative to total estimated costs to be incurred over the life of the contract. Revenue from our cost-plus-award-fee contracts are based on our estimation of award fees over the life of the contract. Estimating costs at completion and award fees on our long-term contracts is complex and involves significant judgment. Adjustments to original estimates are often required as work progresses, experience is gained and additional information becomes known, even though the scope of the work required under the contract may not change. Any adjustment as a result of a change in estimate is recognized as events become known.

In the event updated estimates indicate that we will experience a loss on the contract, we recognize the estimated loss at the time it is determined. Additional information may subsequently indicate that the loss is more or less than initially recognized, which requires further adjustments in our consolidated financial statements. Changes in the underlying assumptions, circumstances or estimates could result in adjustments that could have a material adverse effect on our future results of operations.

We may not realize the full value of our backlog, which may result in lower than expected revenue.

As of June 30, 2010, our total backlog was $9.5 billion, of which $2.6 billion was funded. We define backlog to include the following three components:

- *Funded Backlog.* Funded backlog represents the revenue value of orders for services under existing contracts for which funding is appropriated or otherwise authorized less revenue previously recognized on these contracts.
- *Unfunded Backlog.* Unfunded backlog represents the revenue value of orders for services under existing contracts for which funding has not been appropriated or otherwise authorized.

- *Priced Options.* Priced contract options represent 100% of the revenue value of all future contract option periods under existing contracts that may be exercised at our clients' option and for which funding has not been appropriated or otherwise authorized.

Backlog does not include any task orders under ID/IQ contracts, including GWACs and GSA schedules, except to the extent that task orders have been awarded to us under those contracts.

We historically have not realized all of the revenue included in our total backlog, and we may not realize all of the revenue included in our total backlog in the future. There is a somewhat higher degree of risk in this regard with respect to unfunded backlog and priced options. In addition, there can be no assurance that our backlog will result in actual revenue in any particular period. This is because the actual receipt, timing and amount of revenue under contracts included in backlog are subject to various contingencies, including congressional appropriations, many of which are beyond our control. For example, the actual receipt of revenue from contracts included in backlog may never occur or may be delayed because a program schedule could change or the program could be canceled, or a contract could be reduced, modified or terminated early, including as a result of a lack of appropriated funds. In addition, headcount growth is the primary means by which we are able to recognize revenue growth. Any inability to hire additional appropriately qualified personnel or failure to effectively deploy such additional personnel against funded backlog could negatively affect our ability to grow our revenue. Furthermore, even if our backlog results in revenue, the contracts may not be profitable.

We may fail to attract, train and retain skilled and qualified employees with appropriate security clearances, which may impair our ability to generate revenue, effectively service our clients and execute our growth strategy.

Our business depends in large part upon our ability to attract and retain sufficient numbers of highly qualified individuals who may have advanced degrees in areas such as information technology as well as appropriate security clearances. We compete for such qualified personnel with other U.S. government contractors, the U.S. government and private industry, and such competition is intense. Personnel with the requisites skills, qualifications or security clearance may be in short supply or generally unavailable. In addition, our ability to recruit, hire and internally deploy former employees of the U.S. government is subject to complex laws and regulations, which may serve as an impediment to our ability to attract such former employees, and failure to comply with these laws and regulations may expose us and our employees to civil or criminal penalties. If we are unable to recruit and retain a sufficient number of qualified employees, our ability to maintain and grow our business and to effectively service our clients could be limited and our future revenue and results of operations could be materially and adversely affected. Furthermore, to the extent that we are unable to make necessary permanent hires to appropriately service our clients, we could be required to engage larger numbers of contracted personnel, which could reduce our profit margins.

If we are able to attract sufficient numbers of qualified new hires, training and retention costs may place significant demands on our resources. In addition, to the extent that we experience attrition in our employee ranks, we may realize only a limited or no return on such invested resources, and we would have to expend additional resources to hire and train replacement employees. The loss of services of key personnel could also impair our ability to perform required services under some of our contracts and to retain such contracts, as well as our ability to win new business.

We may fail to obtain and maintain necessary security clearances which may adversely affect our ability to perform on certain contracts.

Many U.S. government programs require contractors to have security clearances. Depending on the level of required clearance, security clearances can be difficult and time-consuming to obtain. If we or our employees are unable to obtain or retain necessary security clearances, we may not be able to win new business, and our existing clients could terminate their contracts with us or decide not to renew them. To the extent we are not able to obtain and maintain facility security clearances or engage employees with the required security clearances for a particular contract, we may not be able to bid on or win new contracts, or

effectively rebid on expiring contracts, as well as lose existing contracts, which may adversely affect our operating results and inhibit the execution of our growth strategy.

Our profitability could suffer if we are not able to effectively utilize our professionals.

The cost of providing our services, including the utilization rate of our professionals, affects our profitability. Our utilization rate is affected by a number of factors, including:

- our ability to transition employees from completed projects to new assignments and to hire and assimilate new employees;
- our ability to forecast demand for our services and thereby maintain headcount that is aligned with demand;
- our ability to manage attrition; and
- our need to devote time and resources to training, business development and other non-chargeable activities.

If our utilization rate is too low, our profit margin and profitability could suffer. Additionally, if our utilization rate is too high, it could have a material adverse effect on employee engagement and attrition, which would in turn have a material adverse impact on our business.

We may lose one or more members of our senior management team or fail to develop new leaders which could cause the disruption of the management of our business.

We believe that the future success of our business and our ability to operate profitably depends on the continued contributions of the members of our senior management and the continued development of new members of senior management. We rely on our senior management to generate business and execute programs successfully. In addition, the relationships and reputation that many members of our senior management team have established and maintain with our clients are important to our business and our ability to identify new business opportunities. We do not have any employment agreements providing for a specific term of employment with any member of our senior management. The loss of any member of our senior management or our failure to continue to develop new members could impair our ability to identify and secure new contracts, to maintain good client relations and to otherwise manage our business.

Our employees or subcontractors may engage in misconduct or other improper activities which could harm our ability to conduct business with the U.S. government.

We are exposed to the risk that employee or subcontractor fraud or other misconduct could occur. Misconduct by employees or subcontractors could include intentional or unintentional failures to comply with U.S. government procurement regulations, engaging in unauthorized activities or falsifying time records. Employee or subcontractor misconduct could also involve the improper use of our clients' sensitive or classified information or the failure to comply with legislation or regulations regarding the protection of sensitive or classified information. It is not always possible to deter employee or subcontractor misconduct, and the precautions we take to prevent and detect this activity may not be effective in controlling unknown or unmanaged risks or losses, which could materially harm our business. As a result of such misconduct, our employees could lose their security clearance and we could face fines and civil or criminal penalties, loss of facility clearance accreditation and suspension or debarment from contracting with the U.S. government, as well as reputational harm, which would materially and adversely affect our results of operations and financial condition.

We face intense competition from many competitors, which could cause us to lose business, lower prices and suffer employee departures.

Our business operates in a highly competitive industry and we generally compete with a wide variety of U.S. government contractors, including large defense contractors, diversified service providers and small

businesses. We also face competition from entrants into our markets including companies divested by large prime contractors in response to increasing scrutiny of organizational conflicts of interest issues. Some of these companies possess greater financial resources and larger technical staffs, and others that have smaller and more specialized staffs. These competitors could, among other things:

- divert sales from us by winning very large-scale government contracts, a risk that is enhanced by the recent trend in government procurement practices to bundle services into larger contracts;
- force us to charge lower prices in order to win or maintain contracts;
- seek to hire our employees; or
- adversely affect our relationships with current clients, including our ability to continue to win competitively awarded engagements where we are the incumbent.

If we lose business to our competitors or are forced to lower our prices or suffer employee departures, our revenue and our operating profits could decline. In addition, we may face competition from our subcontractors who, from time to time, seek to obtain prime contractor status on contracts for which they currently serve as a subcontractor to us. If one or more of our current subcontractors are awarded prime contractor status on such contracts in the future, it could divert sales from us and could force us to charge lower prices, which could have a material adverse effect on our revenue and profitability.

Our failure to maintain strong relationships with other contractors, or the failure of contractors with which we have entered into a sub- or prime contractor relationship to meet their obligations to us or our clients, could have a material adverse effect on our business and results of operations.

Maintaining strong relationships with other U.S. government contractors, who may also be our competitors, is important to our business and our failure to do so could have a material adverse effect on our business, prospects, financial condition and operating results. To the extent that we fail to maintain good relations with our subcontractors or other prime contractors due to either perceived or actual performance failures or other conduct, they may refuse to hire us as a subcontractor in the future or to work with us as our subcontractor. In addition, other contractors may choose not to use us as a subcontractor or choose not to perform work for us as a subcontractor for any number of additional reasons, including because they choose to establish relationships with our competitors or because they choose to directly offer services that compete with our business.

As a prime contractor, we often rely on other companies to perform some of the work under a contract, and we expect to continue to depend on relationships with other contractors for portions of our delivery of services and revenue in the foreseeable future. If our subcontractors fail to perform their contractual obligations, our operating results and future growth prospects could be impaired. There is a risk that we may have disputes with our subcontractors arising from, among other things, the quality and timeliness of work performed by the subcontractor, client concerns about the subcontractor, our failure to extend existing task orders or issue new task orders under a subcontract, or our hiring of a subcontractor's personnel. In addition, if any of our subcontractors fail to deliver the agreed-upon supplies or perform the agreed-upon services on a timely basis, our ability to fulfill our obligations as a prime contractor may be jeopardized. Material losses could arise in future periods and subcontractor performance deficiencies could result in a client terminating a contract for default. A termination for default could expose us to liability and have an adverse effect on our ability to compete for future contracts and orders.

We estimate that revenue derived from contracts in which we acted as a subcontractor to other companies represented 13% of our revenue for fiscal 2010. As a subcontractor, we often lack control over fulfillment of a contract, and poor performance on the contract could tarnish our reputation, even when we perform as required, and could cause other contractors to choose not to hire us as a subcontractor in the future. In addition, if the U.S. government terminates or reduces other prime contractors' programs or does not award them new contracts, subcontracting opportunities available to us could decrease, which would have a material adverse effect on our financial condition and results of operations.

Adverse judgments or settlements in legal disputes could result in materially adverse monetary damages or injunctive relief and damage our reputation.

We are subject to, and may become a party to, a variety of litigation or other claims and suits that arise from time to time in the ordinary course of our business. For example, over time, we have had disputes with current and former employees involving alleged violations of civil rights, wage and hour, and worker's compensation laws. Further, as more fully described under "Business — Legal Proceedings," six former officers and stockholders of the Predecessor who had departed the firm prior to the acquisition have filed suits against our company and certain of our current and former directors and officers. Each of the suits arises out of the acquisition and alleges that the former stockholders are entitled to certain payments that they would have received if they had held their stock at the time of acquisition. The results of litigation and other legal proceedings are inherently uncertain and adverse judgments or settlements in some or all of these legal disputes may result in materially adverse monetary damages or injunctive relief against us. Any claims or litigation, even if fully indemnified or insured, could damage our reputation and make it more difficult to compete effectively or obtain adequate insurance in the future. The litigation and other claims described in this prospectus under the caption "Business — Legal Proceedings" are subject to future developments and management's view of these matters may change in the future.

Systems that we develop, integrate or maintain could experience security breaches which may damage our reputation with our clients and hinder future contract win rates.

Many of the systems we develop, integrate or maintain involve managing and protecting information involved in intelligence, national security and other sensitive or classified government functions. A security breach in one of these systems could cause serious harm to our business, damage our reputation and prevent us from being eligible for further work on sensitive or classified systems for U.S. government clients. Damage to our reputation or limitations on our eligibility for additional work or any liability resulting from a security breach in one of the systems we develop, install or maintain could have a material adverse effect on our results of operations.

Internal system or service failures could disrupt our business and impair our ability to effectively provide our services to our clients, which could damage our reputation and have a material adverse effect on our business and results of operations.

We create, implement and maintain information technology and engineering systems, and provide services that are often critical to our clients' operations, some of which involve classified or other sensitive information and may be conducted in war zones or other hazardous environments. We are subject to systems failures, including network, software or hardware failures, whether caused by us, third-party service providers, intruders or hackers, computer viruses, natural disasters, power shortages or terrorist attacks. Any such failures could cause loss of data and interruptions or delays in our or our clients' businesses and could damage our reputation. In addition, the failure or disruption of our communications or utilities could cause us to interrupt or suspend our operations, which could have a material adverse effect on our business and results of operations.

If our systems, services or other applications have significant defects or errors, are subject to delivery delays or fail to meet our clients' expectations, we may:

- lose revenue due to adverse client reaction;
- be required to provide additional services to a client at no charge;
- receive negative publicity, which could damage our reputation and adversely affect our ability to attract or retain clients; or
- suffer claims for substantial damages.

In addition to any costs resulting from contract performance or required corrective action, these failures may result in increased costs or loss of revenue if they result in clients postponing subsequently scheduled work or canceling or failing to renew contracts.

Our errors and omissions insurance coverage may not continue to be available on reasonable terms or in sufficient amounts to cover one or more large claims, or the insurer may disclaim coverage as to some types of future claims. The successful assertion of any large claim against us could seriously harm our business. Even if not successful, these claims could result in significant legal and other costs, may be a distraction to our management and may harm our client relationships. In certain new business areas, we may not be able to obtain sufficient insurance and may decide not to accept or solicit business in these areas.

The growth of our business entails risks associated with new relationships, clients, capabilities, service offerings and maintaining our collaborative culture.

We are focused on growing our presence in our addressable markets by: expanding our relationships with existing clients, developing new clients by leveraging our core competencies, creating new capabilities to address our clients' emerging needs and undertaking business development efforts focused on identifying near-term developments and long-term trends that may pose significant challenges for our clients. These efforts entail inherent risks associated with innovation and competition from other participants in those areas and potential failure to help our clients respond to the challenges they face. As we attempt to develop new relationships, clients, capabilities and service offerings, these efforts could harm our results of operations due to, among other things, a diversion of our focus and resources, actual costs and opportunity costs of pursuing these opportunities in lieu of others, and these efforts could be unsuccessful. In addition, our ability to grow our business by leveraging our operating model to efficiently and effectively deploy our people across our client base is largely dependent on our ability to maintain our collaborative culture. To the extent that we are unable to maintain our culture for any reason, we may be unable to grow our business. Any such failure could have a material adverse effect on our business and results of operations.

We and our subsidiaries may incur debt in the future, which could substantially reduce our profitability, limit our ability to pursue certain business opportunities, and reduce the value of your investment.

In connection with the acquisition and the recapitalization transaction, which refers to the December 2009 payment of a special dividend and repayment of a portion of the deferred payment obligation and the related amendments to our credit agreements, and as a result of our business activities, we have incurred a substantial amount of debt. As of June 30, 2010, on a pro forma basis after giving effect to this offering and the use of the net proceeds therefrom as described in "Use of Proceeds," we would have had approximately $ million of debt outstanding. The instruments governing our indebtedness may not prevent us or our subsidiaries from incurring additional debt in the future or other obligations that do not constitute indebtedness, which could increase the risks described below and lead to other risks. In addition, we may, at our option and subject to certain closing conditions including pro forma compliance with financial covenants, increase the borrowing capacity under our senior credit facilities without the consent of any person other than the institutions agreeing to provide all or any portion of such increase, to an amount not to exceed $100 million. The amount of our debt or such other obligations could have important consequences for holders of our Class A common stock, including, but not limited to:

- our ability to satisfy obligations to lenders may be impaired, resulting in possible defaults on and acceleration of our indebtedness;
- our ability to obtain additional financing for refinancing of existing indebtedness, working capital, capital expenditures, product and service development, acquisitions, general corporate purposes, and other purposes may be impaired;
- a substantial portion of our cash flow from operations could be dedicated to the payment of the principal and interest on our debt;
- we may be increasingly vulnerable to economic downturns and increases in interest rates;
- our flexibility in planning for and reacting to changes in our business and the industry may be limited; and
- we may be placed at a competitive disadvantage relative to other firms in our industry.

Our credit facilities contain financial and operating covenants that limit our operations and could lead to adverse consequences if we fail to comply with them.

Our senior credit facilities and our mezzanine credit facility, which we refer to together as our credit facilities, contain financial and operating covenants relating to, among other things, interest coverage and leverage ratios, as well as limitations on mergers, consolidations and dissolutions, sales of assets, investments and acquisitions, indebtedness and liens, dividends, repurchase of shares of capital stock and options to purchase shares of capital stock, transactions with affiliates, sale and leaseback transactions, and restricted payments. The revolving credit facility and the Tranche A term facility mature on July 31, 2014. The Tranche B term facility and Tranche C term facility mature on July 31, 2015. Our mezzanine credit facility matures on July 31, 2016. Failure to meet these financial and operating covenants could result from, among other things, changes in our results of operations, the incurrence of debt, or changes in general economic conditions, which may be beyond our control. These covenants may restrict our ability to engage in transactions that we believe would otherwise be in the best interests of our stockholders, which could harm our business and operations.

Many of our contracts with the U.S. government are classified or subject to other security restrictions, which may limit investor insight into portions of our business.

For fiscal 2010, we derived a substantial portion of our revenue from contracts with the U.S. government that are classified or subject to security restrictions which preclude the dissemination of certain information. Because we are limited in our ability to provide details about these contracts, their risks or any dispute or claims relating to such contracts, you will have less insight into certain portions of our business and therefore may be less able to fully evaluate the risks related to those portions of our business.

If we cannot collect our receivables or if payment is delayed, our business may be adversely affected by our inability to generate cash flow, provide working capital, or continue our business operations.

We depend on the timely collection of our receivables to generate cash flow, provide working capital and continue our business operations. If the U.S. government or any prime contractor for whom we are a subcontractor fails to pay or delays the payment of invoices for any reason, our business and financial condition may be materially and adversely affected. The U.S. government may delay or fail to pay invoices for a number of reasons, including lack of appropriated funds, lack of an approved budget, or as a result of audit findings by government regulatory agencies. Some prime contractors for whom we are a subcontractor have significantly fewer financial resources than we do, which may increase the risk that we may not be paid in full or that payment may be delayed.

Recent efforts by the U.S. government to revise its organizational conflict of interest rules could limit our ability to successfully compete for new contracts or task orders, which would adversely affect our results of operations.

Recent efforts by the U.S. government to reform its procurement practices have focused, among other areas, on the separation of certain types of work to facilitate objectivity and avoid or mitigate organizational conflicts of interest and strengthening regulations governing organizational conflicts of interest. Organizational conflicts of interest may arise from circumstances in which a contractor has:

- impaired objectivity;
- unfair access to non-public information; or
- the ability to set the “ground rules” for another procurement for which the contractor competes.

A focus on organizational conflicts of interest issues has resulted in legislation and a proposed regulation aimed at increasing organizational conflicts of interest requirements, including, among other things, separating sellers of products and providers of advisory services in major defense acquisition programs. In addition, we expect the U.S. government to adopt a FAR rule to address organizational conflicts of interest issues that will apply to all government contractors, including us, in Department of Defense and other procurements. A future FAR rule may also increase the restrictions in current organizational conflicts of interest regulations and rules.

To the extent that proposed and future organizational conflicts of interest laws, regulations, and rules, limit our ability to successfully compete for new contracts or task orders with the U.S. government, either because of organizational conflicts of interest issues arising from our business, or because companies with which we are affiliated, including through Carlyle, or with which we otherwise conduct business, create organizational conflicts of interest issues for us, our results of operations could be materially and adversely affected.

Acquisitions could result in operating difficulties or other adverse consequences to our business.

As part of our future operating strategy, we may choose to selectively pursue acquisitions. This could pose many risks, including:

- we may not be able to identify suitable acquisition candidates at prices we consider attractive;
- we may not be able to compete successfully for identified acquisition candidates, complete acquisitions or accurately estimate the financial effect of acquisitions on our business;
- future acquisitions may require us to issue common stock or spend significant cash, resulting in dilution of ownership or additional debt leverage;
- we may have difficulty retaining an acquired company's key employees or clients;
- we may have difficulty integrating acquired businesses, resulting in unforeseen difficulties, such as incompatible accounting, information management, or other control systems, and greater expenses than expected;
- acquisitions may disrupt our business or distract our management from other responsibilities;
- as a result of an acquisition, we may incur additional debt and we may need to record write-downs from future impairments of intangible assets, each of which could reduce our future reported earnings; and
- we may have difficulty integrating personnel from the acquired company with our people and our core values.

In connection with any acquisition that we make, there may be liabilities that we fail to discover or that we inadequately assess, and we may fail to discover any failure of a target company to have fulfilled its contractual obligations to the U.S. government or other clients. Acquired entities may not operate profitably or result in improved operating performance. Additionally, we may not realize anticipated synergies, business growth opportunities, cost savings and other benefits we anticipate, which could have a material adverse effect on our business and results of operations.

Risks Related to Our Industry

Our U.S. government contracts may be terminated by the government at any time and may contain other provisions permitting the government to discontinue contract performance, and if lost contracts are not replaced, our operating results may differ materially and adversely from those anticipated.

U.S. government contracts contain provisions and are subject to laws and regulations that provide government clients with rights and remedies not typically found in commercial contracts. These rights and remedies allow government clients, among other things, to:

- terminate existing contracts, with short notice, for convenience as well as for default;
- reduce orders under or otherwise modify contracts;
- for contracts subject to the Truth in Negotiations Act, reduce the contract price or cost where it was increased because a contractor or subcontractor furnished cost or pricing data during negotiations that was not complete, accurate and current;
- for some contracts, (i) demand a refund, make a forward price adjustment or terminate a contract for default if a contractor provided inaccurate or incomplete data during the contract negotiation process

and (ii) reduce the contract price under certain triggering circumstances, including the revision of price lists or other documents upon which the contract award was predicated;

- terminate our facility security clearances and thereby prevent us from receiving classified contracts;
- cancel multi-year contracts and related orders if funds for contract performance for any subsequent year become unavailable;
- decline to exercise an option to renew a multi-year contract or issue task orders in connection with ID/IQ contracts;
- claim rights in solutions, systems and technology produced by us, appropriate such work-product for their continued use without continuing to contract for our services and disclose such work-product to third parties, including other U.S. government agencies and our competitors, which could harm our competitive position;
- prohibit future procurement awards with a particular agency due to a finding of organizational conflicts of interest based upon prior related work performed for the agency that would give a contractor an unfair advantage over competing contractors, or the existence of conflicting roles that might bias a contractor's judgment;
- subject the award of contracts to protest by competitors, which may require the contracting federal agency or department to suspend our performance pending the outcome of the protest and may also result in a requirement to resubmit offers for the contract or in the termination, reduction or modification of the awarded contract; and
- suspend or debar us from doing business with the U.S. government.

If a U.S. government client were to unexpectedly terminate, cancel or decline to exercise an option to renew with respect to one or more of our significant contracts, or suspend or debar us from doing business with the U.S. government, our revenue and operating results would be materially harmed.

The U.S. government may revise its procurement, contract or other practices in a manner adverse to us.

The U.S. government may:

- revise its procurement practices or adopt new contract laws, rules and regulations, such as cost accounting standards, organizational conflicts of interest and other rules governing inherently governmental functions at any time;
- reduce, delay or cancel procurement programs resulting from U.S. government efforts to improve procurement practices and efficiency;
- face restrictions or pressure from government employees and their unions regarding the amount of services the U.S. government may obtain from private contractors;
- award contracts on a technically acceptable/lowest cost basis in order to reduce expenditures, and we may not be the lowest cost provider of services;
- change the basis upon which it reimburses our compensation and other expenses or otherwise limit such reimbursements; and
- at its option, terminate or decline to renew our contracts.

In addition, any new contracting methods could be costly or administratively difficult for us to implement and could adversely affect our future revenue. Any such changes to the U.S. government's procurement practices or the adoption of new contracting rules or practices could impair our ability to obtain new or re-compete contracts and any such changes or increased associated costs could materially and adversely affect our results of operations.

The U.S. government may prefer minority-owned, small and small disadvantaged businesses, therefore, we may not win contracts we bid for.

As a result of the Small Business Administration set-aside program, the U.S. government may decide to restrict certain procurements only to bidders that qualify as minority-owned, small or small disadvantaged businesses. As a result, we would not be eligible to perform as a prime contractor on those programs and would be restricted to a maximum of 49% of the work as a subcontractor on those programs. An increase in the amount of procurements under the Small Business Administration set-aside program may impact our ability to bid on new procurements as a prime contractor or restrict our ability to recompete on incumbent work that is placed in the set-aside program.

Our contracts, performance and administrative processes and systems are subject to audits, reviews, investigations and cost adjustments by the U.S. government, which could reduce our revenue, disrupt our business or otherwise materially adversely affect our results of operations.

U.S. government agencies routinely audit, review and investigate government contracts and government contractors' administrative processes and systems. These agencies review our performance on contracts, pricing practices, cost structure and compliance with applicable laws, regulations and standards, including applicable government cost accounting standards. For example, we are in the process of responding to an August 5, 2010 Notice of Intent to Disallow Costs from the Defense Contract Management Agency, to disallow approximately $17 million of subcontractor labor costs relating to services provided in fiscal 2005. These agencies also review our compliance with government regulations and policies and the Defense Contract Audit Agency, or the DCAA, audits, among other areas, the adequacy of our internal control systems and policies, including our purchasing, property, estimating, compensation and management information systems. In particular, over time the DCAA has increased and may continue to increase the proportion of employee compensation that it deems unallowable and the size of the employee population whose compensation is disallowed, which will continue to materially and adversely affect our results of operations or financial condition. Any costs found to be unallowable under a contract will not be reimbursed, and any such costs already reimbursed must be refunded. Moreover, if any of the administrative processes and systems are found not to comply with government imposed requirements, we may be subjected to increased government scrutiny and approval that could delay or otherwise adversely affect our ability to compete for or perform contracts. Unfavorable U.S. government audit, review or investigation results could subject us to civil or criminal penalties or administrative sanctions, and could harm our reputation and relationships with our clients and impair our ability to be awarded new contracts. For example, if our invoicing system were found to be inadequate following an audit by the DCAA, our ability to directly invoice U.S. government payment offices could be eliminated. As a result, we would be required to submit each invoice to the DCAA for approval prior to payment, which could materially increase our accounts receivable days sales outstanding and adversely affect our cash flow. An unfavorable outcome to an audit, review or investigation by any U.S. government agency could materially and adversely affect our relationship with the U.S. government. If a government investigation uncovers improper or illegal activities, we may be subject to civil and criminal penalties and administrative sanctions, including termination of contracts, forfeitures of profits, suspension of payments, fines and suspension or debarment from doing business with the U.S. government. In addition, we could suffer serious reputational harm if allegations of impropriety were made against us. Provisions that we have recorded in our financial statements as a compliance reserve may not cover actual losses. Furthermore, the disallowance of any costs previously charged could directly and negatively affect our current results of operations for the relevant prior fiscal periods, and we could be required to repay any such disallowed amounts. Each of these results could materially and adversely affect our results of operations or financial condition.

A delay in the completion of the U.S. government's budget process could result in a reduction in our backlog and have a material adverse effect on our revenue and operating results.

On an annual basis, the U.S. Congress must approve budgets that govern spending by each of the federal agencies we support. When the U.S. Congress is unable to agree on budget priorities, and thus is unable to pass the annual budget on a timely basis, the U.S. Congress typically enacts a continuing resolution. A continuing resolution allows government agencies to operate at spending levels approved in the previous budget cycle. When government agencies operate on the basis of a continuing resolution, they may delay

funding we expect to receive on contracts we are already performing. Any such delays would likely result in new business initiatives being delayed or cancelled and a reduction in our backlog, and could have a material adverse effect on our revenue and operating results.

Risks Related to Our Common Stock and This Offering

Booz Allen Holding is a holding company with no operations of its own, and it depends on its subsidiaries for cash to fund all of its operations and expenses, including to make future dividend payments, if any.

The operations of Booz Allen Holding are conducted almost entirely through its subsidiaries and its ability to generate cash to meet its debt service obligations or to pay dividends is highly dependent on the earnings and the receipt of funds from its subsidiaries via dividends or intercompany loans. We do not currently expect to declare or pay dividends on our Class A common stock for the foreseeable future; however, to the extent that we determine in the future to pay dividends on our Class A common stock, none of our subsidiaries will be obligated to make funds available to us for the payment of dividends. Further, our credit facilities significantly restrict the ability of our subsidiaries to pay dividends or otherwise transfer assets to us. In addition, Delaware law may impose requirements that may restrict our ability to pay dividends to holders of our common stock.

Our principal stockholder could exert significant influence over our company.

As of June 30, 2010, Carlyle, through Coinvest, owned in the aggregate shares representing 80% of our outstanding voting power. After completion of this offering, Carlyle will own in the aggregate shares representing % of our outstanding voting power, or % if the underwriters exercise their over-allotment option in full. As a result, Carlyle will have a controlling influence over all matters presented to our stockholders for approval, including election and removal of our directors and change of control transactions.

In addition, Coinvest is a party to the stockholders agreement pursuant to which Carlyle currently has the ability to cause the election of a majority of our Board. Under the terms of the amended and restated stockholders agreement to be entered into in connection with this offering, Carlyle will continue to have the right to nominate a majority of the members of our Board and to exercise control over matters requiring stockholder approval and our policy and affairs, for example, by being able to direct the use of proceeds received from this and future security offerings. See “Certain Relationships and Related Party Transactions — Stockholders Agreement.” In addition, following the consummation of this offering, we will be a “controlled company” within the meaning of the New York Stock Exchange rules and, as a result, currently intend to rely on exemptions from certain corporate governance requirements. The concentrated holdings of funds affiliated with Carlyle, certain provisions of the amended and restated stockholders agreement to be entered into prior to the completion of this offering and the presence of Carlyle’s nominees on our Board may result in a delay or the deterrence of possible changes in control of our company, which may reduce the market price of our common stock. The interests of Carlyle may not always coincide with the interests of the other holders of our common stock.

Carlyle is in the business of making investments in companies, and may from time to time in the future acquire controlling interests in businesses engaged in management and technology consulting that complement or directly or indirectly compete with certain portions of our business. If Carlyle pursues such acquisitions in our industry, those acquisition opportunities may not be available to us. In addition, to the extent that Carlyle acquires a controlling interest in one or more companies that provide services or products to the U.S. government, our affiliation with any such company through Carlyle could create organizational conflicts of interest and similar issues for us under federal procurement laws and regulations. See “— Risk Related to Our Business — Recent efforts by the U.S. government to revise its organizational conflicts of interest rules could limit our ability to successfully compete for new contracts or task orders, which would adversely affect our results of operations.” We urge you to read the discussions under the headings “Certain Relationships and Related Party Transactions” and “Security Ownership of Certain Beneficial Owners and Management” for further information about the equity interests held by Carlyle and members of our senior management.

Investors in this offering will experience immediate dilution in net tangible book value per share.

The initial public offering price per share will significantly exceed the net tangible book value per share of our common stock. As a result, investors in this offering will experience immediate dilution of $

in net tangible book value per share based on an initial public offering price of $, which is the midpoint of the price range set forth on the cover page of this prospectus. This dilution occurs in large part because our earlier investors paid substantially less than the initial public offering price when they purchased their shares. Investors in this offering may also experience additional dilution as a result of shares of Class A common stock that may be issued in connection with a future acquisition. Accordingly, in the event that we are liquidated, investors may not receive the full amount or any of their investment.

Our financial results may vary significantly from period to period as a result of a number of factors many of which are outside our control, which could cause the market price of our Class A common stock to decline.

Our financial results may vary significantly from period to period in the future as a result of many external factors that are outside of our control. Factors that may affect our financial results include those listed in this "Risk Factors" section and others such as:

- any cause of reduction or delay in U.S. government funding (e.g., changes in presidential administrations that delay timing of procurements);
- fluctuations in revenue earned on existing contracts;
- commencement, completion or termination of contracts during a particular period;
- a potential decline in our overall profit margins if our other direct costs and subcontract revenue grow at a faster rate than labor-related revenue;
- strategic decisions by us or our competitors, such as changes to business strategy, strategic investments, acquisitions, divestitures, spin offs and joint ventures;
- a change in our contract mix to less profitable contracts;
- changes in policy or budgetary measures that adversely affect U.S. government contracts in general;
- variable purchasing patterns under U.S. government GSA schedules, blanket purchase agreements, which are agreements that fulfill repetitive needs under GSA schedules, and ID/IQ contracts;
- changes in demand for our services and solutions;
- fluctuations in our staff utilization rates;
- seasonality associated with the U.S. government's fiscal year;
- an inability to utilize existing or future tax benefits, including those related to our NOLs or stock-based compensation expense, for any reason, including a change in law;
- alterations to contract requirements; and
- adverse judgments or settlements in legal disputes.

A decline in the price of our Class A common stock due to any one or more of these factors could cause the value of your investment to decline.

A majority of our outstanding indebtedness is secured by substantially all of our consolidated assets. As a result of these security interests, such assets would only be available to satisfy claims of our general creditors or to holders of our equity securities if we were to become insolvent to the extent the value of such assets exceeded the amount of our indebtedness and other obligations. In addition, the existence of these security interests may adversely affect our financial flexibility.

Indebtedness under our senior credit facilities is secured by a lien on substantially all of our assets. Accordingly, if an event of default were to occur under our senior credit facilities, the senior secured lenders under such facilities would have a prior right to our assets, to the exclusion of our general creditors in the event of our bankruptcy, insolvency, liquidation or reorganization. In that event, our assets would first be used to repay in full all indebtedness and other obligations secured by them (including all amounts outstanding under our senior credit facilities), resulting in all or a portion of our assets being unavailable to satisfy the

claims of our unsecured indebtedness. Only after satisfying the claims of our unsecured creditors and our subsidiaries' unsecured creditors would any amount be available for our equity holders. The pledge of these assets and other restrictions may limit our flexibility in raising capital for other purposes. Because substantially all of our assets are pledged under these financing arrangements, our ability to incur additional secured indebtedness or to sell or dispose of assets to raise capital may be impaired, which could have an adverse effect on our financial flexibility. As of June 30, 2010, we had $1,018.6 million of indebtedness outstanding under our senior credit facilities and had $222.4 million of capacity available for additional borrowings under the revolving portion of our senior credit facilities (excluding the $21.3 million commitment by the successor entity to Lehman Brothers Commercial Bank). In addition, we may, at our option and subject to certain closing conditions including pro forma compliance with financial covenants, increase the senior credit facilities without the consent of any person other than the institutions agreeing to provide all or any portion of such increase, in an amount not to exceed $100.0 million. See "Description of Certain Indebtedness — Senior Credit Facilities — Guarantees; Security."

Our Class A common stock has no prior public market, and our stock price could be volatile and could decline after this offering.

Before this offering, our Class A common stock had no public market. We will negotiate the initial public offering price per share with the representatives of the underwriters and, therefore, that price may not be indicative of the market price of our common stock after the offering. We cannot assure you that an active public market for our Class A common stock will develop after this offering or if it does develop, it may not be sustained. In the absence of a public trading market, you may not be able to liquidate your investment in our common stock. In addition, the market price of our common stock could be subject to significant fluctuations after this offering. Among the factors that could affect our stock price are:

- quarterly variations in our operating results;
- changes in contract revenue and earnings estimates or publication of research reports by analysts;
- speculation in the press or investment community;
- investor perception of us and our industry;
- strategic actions by us or our competitors, such as significant contracts, acquisitions or restructurings;
- actions by institutional stockholders or other large stockholders, including future sales;
- our relationship with U.S. government agencies;
- changes in U.S. government spending;
- changes in accounting principles; and
- general economic market conditions.

In particular, we cannot assure you that you will be able to resell your shares at or above the initial public offering price. The stock markets have experienced extreme volatility in recent years that has been unrelated to the operating performance of particular companies. These broad market fluctuations may adversely affect the trading price of our Class A common stock. In the past, following periods of volatility in the market price of a company's securities, class action litigation has often been instituted against the company. Any litigation of this type brought against us could result in substantial costs and a diversion of our management's attention and resources, which would harm our business, operating results and financial condition.

Fulfilling our obligations incident to being a public company, including with respect to the requirements of and related rules under the Sarbanes Oxley Act of 2002, will be expensive and time consuming and any delays or difficulty in satisfying these obligations could have a material adverse effect on our future results of operations and our stock price.

As a private company, we have not been subject to the requirements of the Sarbanes-Oxley Act of 2002. As a public company, the Sarbanes-Oxley Act of 2002 and the related rules and regulations of the Securities

and Exchange Commission, or the SEC, as well as the New York Stock Exchange rules, will require us to implement additional corporate governance practices and adhere to a variety of reporting requirements and complex accounting rules. Compliance with these public company obligations will require us to devote significant management time and will place significant additional demands on our finance and accounting staff and on our financial, accounting and information systems. We expect to hire additional accounting and financial staff with appropriate public company reporting experience and technical accounting knowledge. Other expenses associated with being a public company include increased auditing, accounting and legal fees and expenses, investor relations expenses, increased directors' fees and director and officer liability insurance costs, registrar and transfer agent fees, listing fees, as well as other expenses.

In particular, upon completion of this offering, the Sarbanes-Oxley Act of 2002 will require us to document and test the effectiveness of our internal control over financial reporting in accordance with an established internal control framework, and to report on our conclusions as to the effectiveness of our internal controls. It will also require an independent registered public accounting firm to test our internal control over financial reporting and report on the effectiveness of such controls for fiscal 2012 and subsequent years. In addition, upon completion of this offering, we will be required under the Securities Exchange Act of 1934, as amended, or the Exchange Act, to maintain disclosure controls and procedures and internal control over financial reporting. Any failure to implement required new or improved controls, or difficulties encountered in their implementation, could harm our operating results or cause us to fail to meet our reporting obligations. If we are unable to conclude that we have effective internal control over financial reporting, or if our independent registered public accounting firm is unable to provide us with an unqualified report regarding the effectiveness of our internal control over financial reporting as of March 31, 2012 and in future periods, investors could lose confidence in the reliability of our financial statements. This could result in a decrease in the value of our common stock. Failure to comply with the Sarbanes-Oxley Act of 2002 could potentially subject us to sanctions or investigations by the SEC, the New York Stock Exchange, or other regulatory authorities.

Provisions in our organizational documents and in the Delaware General Corporation Law may prevent takeover attempts that could be beneficial to our stockholders.

We have, and intend to include, effective as of the consummation of the offering, a number of provisions in our certificate of incorporation and bylaws that may have the effect of delaying, deterring, preventing or rendering more difficult a change in control of Booz Allen Holding that our stockholders might consider in their best interests. These provisions include:

- establishment of a classified Board, with staggered terms;
- granting to the Board the sole power to set the number of directors and to fill any vacancy on the Board;
- limitations on the ability of stockholders to remove directors if a "group," as defined under Section 13(d)(3) of the Exchange Act, ceases to own more than 50% of our voting common stock;
- granting to the Board the ability to designate and issue one or more series of preferred stock without stockholder approval, the terms of which may be determined at the sole discretion of the Board;
- a prohibition on stockholders from calling special meetings of stockholders;
- the establishment of advance notice requirements for stockholder proposals and nominations for election to the Board at stockholder meetings;
- requiring approval of two-thirds of stockholders to amend the bylaws; and
- prohibiting our stockholders from acting by written consent if a "group" ceases to own more than 50% of our voting common stock.

These provisions may prevent our stockholders from receiving the benefit from any premium to the market price of our common stock offered by a bidder in a takeover context. Even in the absence of a

takeover attempt, the existence of these provisions may adversely affect the prevailing market price of our common stock if the provisions are viewed as discouraging takeover attempts in the future. In addition, we expect to opt out of Section 203 of the Delaware General Corporation Law, which would have otherwise imposed additional requirements regarding mergers and other business combinations, until Coinvest and its affiliates no longer own more than 20% of our Class A common stock. After such time, we will be governed by Section 203.

Our amended and restated certificate of incorporation and amended and restated by-laws may also make it difficult for stockholders to replace or remove our management. These provisions may facilitate management entrenchment that may delay, deter, render more difficult or prevent a change in our control, which may not be in the best interests of our stockholders.

See "Description of Capital Stock" for additional information on the anti-takeover measures applicable to us.

Sales of outstanding shares of our common stock into the market in the future could cause the market price of our common stock to drop significantly.

Immediately following this offering, Carlyle will own shares of our Class A common stock, or % of our outstanding Class A common stock. If the underwriters exercise their overallotment option in full, Carlyle will own % of our outstanding Class A common stock. If Carlyle sells, or the market perceives that Carlyle intends to sell, a substantial portion of its beneficial ownership interest in us in the public market, the market price of our Class A common stock could decline significantly. The sales also could make it more difficult for us to sell equity or equity-related securities at a time and price that we deem appropriate.

After this offering, shares of our Class A common stock will be outstanding. Of these shares, shares of our Class A common stock sold in this offering will be freely tradable, without restriction, in the public market unless purchased by our "affiliates" (as that term is defined by Rule 144 under the Securities Act of 1933, or Securities Act) and all of the remaining shares of Class A common stock, as well as outstanding shares of our Class B non-voting common stock, Class C restricted common stock and Class E special voting common stock, subject to certain exceptions, will be subject to a 180-day lock-up by virtue of either contractual lock-up agreements or pursuant to the terms of the amended and restated stockholders agreement. Morgan Stanley & Co. Incorporated and Barclays Capital Inc. may, in their discretion, permit our directors, officers and current stockholders who are subject to these lock-ups to sell shares prior to the expiration of the 180-day lock-up period. In addition, any Class A common stock purchased by participants in our directed share program pursuant to which the underwriters have reserved, at our request, up to 10% of the Class A common stock offered by this prospectus for sale to certain of our senior personnel and individuals employed by or associated with our affiliates, will be subject to a 180-day lock-up restriction. See "Shares of Common Stock Eligible for Future Sale — Lock-Up Agreements." After the lock-up agreements pertaining to this offering expire, up to an additional shares of our Class A common stock will be eligible for sale in the public market, all of which are held by directors, executive officers and other affiliates and will be subject to volume and holding period limitations under Rule 144 under the Securities Act. The remaining shares of Class A common stock outstanding will be restricted securities within the meaning of Rule 144 under the Securities Act, but will be eligible for resale subject to applicable volume, manner of sale, holding period and other limitations of Rule 144 or pursuant to an exemption from registration under Rule 701 under the Securities Act. After the lock-up agreements relating to this offering expire, shares of our Class A common stock will be issuable upon (1) transfer of our Class B non-voting common stock and Class C restricted common stock and (2) the exercise of outstanding stock options relating to our outstanding Class E special voting common stock. In addition, the shares of our Class A common stock underlying options that are either subject to the terms of our equity compensation plans or reserved for future issuance under our equity compensation plans will become eligible for sale in the public market to the extent permitted by the provisions of various option agreements, the lock-up agreements and Rules 144 and 701 under the Securities Act to the extent such shares are not otherwise registered for sale under the Securities Act. If these additional shares are sold, or if it is perceived that they will be sold, in the public market, the price of our common stock could decline substantially. For additional information, see "Shares of Common Stock Eligible for Future Sale."

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus, including the sections entitled “Prospectus Summary,” “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Business,” contains forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as “may,” “will,” “could,” “should,” “expects,” “intends,” “plans,” “anticipates,” “believes,” “estimates,” “predicts,” “potential,” “continue,” or the negative of these terms or other comparable terminology. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we can give you no assurance these expectations will prove to have been correct. These forward-looking statements relate to future events or our future financial performance and involve known and unknown risks, uncertainties and other factors that may cause our actual results, levels of activity, performance or achievements to differ materially from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. These risks and other factors include:

- any issue that compromises our relationships with the U.S. government or damages our professional reputation;
- changes in U.S. government spending and mission priorities that shift expenditures away from agencies or programs that we support;
- the size of our addressable markets and the amount of U.S. government spending on private contractors;
- failure to comply with numerous laws and regulations;
- our ability to compete effectively in the competitive bidding process and delays caused by competitors’ protests of major contract awards received by us;
- the loss of GSA schedules or our position as prime contractor on GWACs;
- changes in the mix of our contracts and our ability to accurately estimate or otherwise recover expenses, time and resources for our contracts;
- our ability to generate revenue under certain of our contracts and our ability to realize the full value of our backlog;
- changes in estimates used in recognizing revenue;
- any inability to attract, train or retain employees with the requisite skills, experience and security clearances;
- an inability to hire enough employees to service our clients under existing contracts;
- an inability to effectively utilize our employees and professionals;
- failure by us or our employees to obtain and maintain necessary security clearances;
- the loss of members of senior management or failure to develop new leaders;
- misconduct or other improper activities from our employees or subcontractors;
- increased competition from other companies in our industry;
- failure to maintain strong relationships with other contractors;
- inherent uncertainties and potential adverse developments in legal proceedings, including litigation, audits, reviews and investigations, which may result in materially adverse judgments, settlements or other unfavorable outcomes;
- internal system or service failures and security breaches;
- risks related to our indebtedness and credit facilities which contain financial and operating covenants;

- the adoption by the U.S. government of new laws, rules and regulations, such as those relating to organizational conflicts of interest issues;
- an inability to utilize existing or future tax benefits, including those related to our NOLs and stock-based compensation expense, for any reason, including a change in law;
- variable purchasing patterns under U.S. government GSA schedules, blanket purchase agreements and ID/IQ contracts; and
- other risks and factors listed under “Risk Factors” and elsewhere in this prospectus.

In light of these risks, uncertainties and other factors, the forward-looking statements contained in this prospectus might not prove to be accurate and you should not place undue reliance upon them. All forward-looking statements speak only as of the date made and we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

USE OF PROCEEDS

We estimate that the net proceeds from the sale of shares of our Class A common stock being offered by us pursuant to this prospectus at an assumed initial offering price of $ per share, the midpoint of the range set forth on the cover page of this prospectus, will be approximately $ million, after deducting estimated underwriting discounts, commissions and estimated offering expenses payable by us.

We intend to use the net proceeds we receive from the sale of our Class A common stock to repay $ million of our mezzanine credit facility and pay a $ prepayment penalty related to our repayment under our mezzanine credit facility. Our mezzanine credit facility was entered into in connection with the acquisition and amended in connection with the recapitalization transaction. Our mezzanine credit facility consists of a term loan facility in an aggregate principal amount of up to $550.0 million that matures on July 31, 2016. On July 31, 2008, we borrowed $550.0 million under our mezzanine credit facility. As of June 30, 2010, borrowings under our mezzanine credit facility bore an interest rate at 13%. Certain of the underwriters of this offering or their affiliates are lenders under our mezzanine credit facility. Accordingly, certain of the underwriters will receive net proceeds from this offering in connection with the repayment of our mezzanine credit facility. See “Underwriting.”

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share would increase (decrease) the net proceeds to us from this offering by $, assuming the number of shares offered by us remains the same and after deducting estimated underwriting discounts and commission and estimated offering expenses payable by us. We may also increase or decrease the number of shares we are offering. Each increase (decrease) of 1.0 million shares in the number of shares offered by us, together with a concomitant $1.00 increase (decrease) in the assumed offering price of $ per share, would increase (decrease) net proceeds to us from this offering by $ million, after deducting estimated underwriting discounts and commission and estimated offering expenses payable by us. The information discussed above is illustrative only and will adjust based on the actual public offering price and other terms of this offering determined at pricing.

DIVIDEND POLICY

We do not currently expect to declare or pay dividends on our Class A common stock for the foreseeable future. Instead, we anticipate that all of our earnings in the foreseeable future will be used for the operation and growth of our business. Our ability to pay dividends to holders of our Class A common stock is limited by covenants in the credit agreements governing our senior credit facilities and our mezzanine credit facility. Any future determination to pay dividends on our Class A common stock is subject to the discretion of our Board and will depend upon various factors then existing, including our results of operations, financial condition, liquidity requirements, restrictions that may be imposed by applicable laws and our contracts, as well as economic and other factors deemed relevant by our Board. To the extent that the Board declares any future dividends, holders of Class A common stock, Class B non-voting common stock, and Class C restricted common stock will share the dividend payment equally.

On July 27, 2009, we declared a special cash dividend on all issued and outstanding shares of Class A common stock, Class B non-voting common stock, and Class C restricted common stock in the aggregate amount of $114.9 million payable to holders of record as of July 29, 2009. On December 7, 2009, we declared another special cash dividend on all issued and outstanding shares to the same equity classes described above in the aggregate amount of $497.5 million payable to the holders of record as of December 8, 2009. Of these amounts, approximately $548.1 million was paid to Coinvest according to its ownership of our Class A common stock. See “The Acquisition and Recapitalization Transaction.” We do not currently intend to declare or pay any similar special dividends in the foreseeable future.

CAPITALIZATION

The following table sets forth our capitalization on a consolidated basis as of June 30, 2010:

- on an actual basis; and
- on a pro forma as adjusted basis to give effect to the sale by us of shares of our Class A common stock in this offering at the initial public offering price of $ per share (and after deducting estimated underwriting discounts and commissions and offering expenses payable by us) and the use of the net proceeds therefrom as described in "Use of Proceeds."

The table below excludes the Class D merger rolling common stock, par value $0.01, and the Class F non-voting restricted common stock, par value $0.01, each of which had 600,000 authorized shares and no shares issued and outstanding as of June 30, 2010. Our amended and restated certificate of incorporation, which will become effective prior to the completion of this offering, will eliminate the Class D merger rolling common stock and the Class F non-voting restricted common stock.

You should read this table in conjunction with the sections of this prospectus entitled "Selected Historical Consolidated Financial and Other Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Description of Certain Indebtedness" and our consolidated financial statements and related notes included elsewhere in this prospectus.

	As of June 30, 2010	
	Actual	Pro Forma as Adjusted
	(Unaudited) (In thousands, except share and per share amounts)	
Cash and cash equivalents	$ 300,611	$ (3)
Debt(1)	$ 1,643,913	$ (3)
Stockholders' equity:		
Class A common stock, par value $0.01 per share: (i) Actual: 16,000,000 shares authorized and 10,266,161 shares issued and outstanding and (ii) Pro forma as adjusted: shares authorized and shares issued and outstanding	$ 103	$
Class B non-voting common stock, par value $0.01 per share: (i) Actual: 16,000,000 shares authorized and 305,313 shares issued and outstanding and (ii) Pro forma as adjusted: shares authorized and shares issued and outstanding	3	
Class C restricted common stock, par value $0.01 per share: (i) Actual: 600,000 shares authorized and 202,827 shares issued and outstanding and (ii) Pro forma as adjusted: shares authorized and shares issued and outstanding	2	
Class E special voting common stock, par value $0.03 per share: (i) Actual: 2,500,000 shares authorized and 1,404,881 shares issued and outstanding and (ii) Pro forma as adjusted: shares authorized and shares issued and outstanding	42	
Preferred Stock, par value $0.01 per share: (i) Actual: 600,000 shares authorized and no shares issued and outstanding and (ii) Pro forma as adjusted: shares authorized and no shares issued and outstanding	—	
Additional paid-in capital(2)	541,457	
Accumulated deficit	14,805	
Accumulated other comprehensive income (loss)	(3,736)	
Total stockholders' equity(2)	$ 552,676	$
Total capitalization(2)	$ 2,196,589	$ (3)

(1) Debt reflects (i) long-term debt including current portion of $21.9 million and (ii) the deferred payment obligation.

Long-term debt, net of current portion includes borrowings under our senior credit facilities and our mezzanine credit facility. For a description of these facilities, see “Description of Certain Indebtedness.” Loans under our senior credit facilities and our mezzanine credit facility were issued with original issue discount and are presented net of unamortized discount of $18.5 million as of June 30, 2010.

The $80.0 million deferred payment obligation is comprised of a $16.6 million deferred payment obligation balance as of June 30, 2010, and contingent tax claims in the amount of $63.4 million related to the deferred payment obligation, but does not include $4.4 million of accrued interest related to the deferred payment obligation. See “The Acquisition and Recapitalization Transaction — The Acquisition — The Merger.”

(2) A $1.00 increase (decrease) in the assumed initial public offering price of $ per share would increase (decrease) each of additional paid-in capital, total stockholders’ equity and total capitalization by $, assuming the number of shares offered by us remains the same and after deducting estimated underwriting discounts and commission and estimated offering expenses payable by us. We may also increase or decrease the number of shares we are offering. Each increase (decrease) of 1.0 million shares in the number of shares offered by us, together with a concomitant $1.00 increase (decrease) in the assumed offering price of $ per share, would increase (decrease) the as adjusted amount of each of additional paid-in capital, total stockholders’ equity and total capitalization by approximately $ million. The as adjusted information discussed above is illustrative only and will adjust based on the actual public offering price and other terms of this offering determined at pricing.

(3) Reflects our repayment of $85.0 million of indebtedness under our mezzanine credit facility on August 2, 2010 and the payment of a related prepayment penalty of $2.6 million.

DILUTION

If you invest in our Class A common stock, your interest will be diluted to the extent of the difference between the initial public offering price per share of our Class A common stock and the adjusted net tangible book value per share of our Class A common stock, Class B non-voting common stock and Class C restricted common stock immediately after this offering.

Net tangible book value (deficit) per share represents the amount of total book value of our total tangible assets less our total liabilities divided by the number of shares of our Class A common stock then outstanding. The net tangible book value of our Class A common stock, Class B non-voting common stock and Class C restricted common stock as of June 30, 2010 was a deficit of $ million, or approximately $ per share.

After giving effect to the issuance and sale of shares of our Class A common stock offered by us at the initial public offering price of $, which is the midpoint of the range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma net tangible book value of our Class A common stock, Class B non-voting common stock and Class C restricted common stock after this offering would have been approximately $ million, or approximately $ per share. This represents an immediate increase in net tangible book value (deficit) of approximately $ per share to existing stockholders and an immediate dilution of approximately $ per share to new investors purchasing shares in this offering.

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share, the midpoint of the range set forth on the cover of this prospectus, would increase (decrease) our adjusted net tangible book value after this offering by $ and increase (decrease) the dilution to new investors purchasing shares in this offering by $ per share, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated expenses payable by us. We may also increase or decrease the number of shares we are offering. Each increase of 1.0 million shares in the number of shares offered by us, together with a concomitant $1.00 increase in the assumed offering price of $ per share, would increase the dilution to new investors purchasing shares in this offering by $ per share. Similarly, each decrease of 1.0 million shares in the number of shares offered by us, together with a concomitant $1.00 decrease in the assumed offering price of $ per share, would decrease the dilution to new investors purchasing shares in this offering by $ per share. The information discussed above is illustrative only and will adjust based on the actual public offering price and other terms of this offering determined at pricing.

The following table illustrates this per share dilution:

	Per Share
Initial public offering price	
Net tangible book value (deficit) as of June 30, 2010	
Increase attributable to this offering	
Pro forma net tangible book value (deficit), as adjusted to give effect to this offering	
Dilution in pro forma net tangible book value to new investors in this offering	

The following table summarizes, as of June 30, 2010, the total number of shares of Class A common stock purchased from us, the total consideration paid to us, and the weighted average price per share paid to us, by our existing stockholders and by the investors purchasing shares of Class A common stock in this offering at our assumed initial public offering price of $ per share, which is the midpoint of the range set forth on the cover page of this prospectus.

	Shares Purchased		Total Consideration		Weighted Average Price per Share
	Number	Percent	Amount	Percent	
	(In thousands, other than percentages)				
Existing stockholders		%		%	
New investors					
Total		100%		100%	

The foregoing discussion and tables give effect to the issuance of our Class A common stock upon exercise of all outstanding stock options held by directors and officers as of , 2010 and the conversion of our Class B non-voting common stock and Class C restricted common stock into Class A common stock. As of June 30, 2010, there were outstanding stock options granted under our Officers' Rollover Stock Plan and our Equity Incentive Plan to purchase, subject to vesting, up to shares and shares, respectively, of our Class A common stock at a weighted average exercise price of per share and per share, respectively. As of June 30, 2010, there were 305,313 shares issued and outstanding and 202,827 shares issued and outstanding of Class B non-voting common stock and Class C restricted common stock, respectively.

In addition, we may choose to raise additional capital due to market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans. To the extent that additional capital is raised through the sale of equity or convertible debt securities, the issuance of such securities could result in further dilution to our stockholders.

THE ACQUISITION AND RECAPITALIZATION TRANSACTION

The Acquisition

On July 31, 2008, or the Closing Date, Booz Allen Hamilton completed the separation of its U.S. government consulting business from its commercial and international consulting business, the spin off of the commercial and international business, and the sale of 100% of its outstanding common stock to Booz Allen Holding, which was majority owned by Carlyle. Our company is a corporation that is the successor to the government business of Booz Allen Hamilton following the separation.

The separation of the commercial and international business from the government business was accomplished pursuant to a series of transactions under the terms of a spin off agreement, dated as of May 15, 2008, by and among Booz Allen Hamilton and Booz & Company, or Spin Co., and certain of its subsidiaries. As a result of the spin off and related transactions, former stockholders of Booz Allen Hamilton that had been engaged in the commercial and international business, or the commercial partners, became the owners of Spin Co., which held the commercial and international business. The spin off agreement contains a three-year non-compete provision, ending July 31, 2011, during which both Spin Co. and Booz Allen Hamilton are prohibited, with certain exceptions, from engaging in business in the other company's principal markets.

Following the spin off, Booz Allen Hamilton was indirectly acquired by Carlyle pursuant to an Agreement and Plan of Merger, dated as of May 15, 2008, and subsequently amended, by and among Booz Allen Hamilton, Booz Allen Holding (formerly known as Explorer Holding Corporation), which was majority owned by Carlyle, Booz Allen Investor (formerly known as Explorer Investor Corporation), a wholly owned subsidiary of Booz Allen Holding, Explorer Merger Sub Corporation, a wholly-owned subsidiary of Booz Allen Investor, and Spin Co. Under the terms of the merger agreement, the acquisition of Booz Allen Hamilton was achieved through the merger of Explorer Merger Sub Corporation into Booz Allen Hamilton, with Booz Allen Hamilton as the surviving corporation. As a result of the merger, Booz Allen Hamilton became a direct subsidiary of Booz Allen Investor and an indirect wholly-owned subsidiary of Booz Allen Holding.

The Merger

Booz Allen Investor and its affiliates paid the purchase price (subject to adjustments for transaction expenses, indebtedness, fluctuations in working capital and other items) in consideration for the government business through current and deferred cash payments, stock and options in Booz Allen Holding exchanged for Booz Allen Hamilton stock and options, and the assumption or payment by Booz Allen Investor of certain indebtedness.

The Booz Allen Hamilton partners working in the government business, or the government partners, were required to exchange a portion of their stock and options in Booz Allen Hamilton for stock and options in Booz Allen Holding, and the commercial partners were able to exchange a portion of their stock in Booz Allen Hamilton for non-voting stock in Booz Allen Holding. These exchanges were completed on July 30, 2008, and as a result, the government partners and commercial partners held 19% and 2%, respectively, of the common stock of Booz Allen Holding on the Closing Date, with Carlyle, through Coinvest, beneficially owning the remainder.

All of the remaining stock of Booz Allen Hamilton outstanding immediately prior to the merger (other than the stock of Booz Allen Hamilton held by Booz Allen Holding as a result of the exchanges described above) was converted into the right to receive the cash portion of the purchase price. Subject to the escrows and the deferred payment described below, the cash portion of the purchase price was distributed to the government partners and the commercial partners shortly after the merger.

The purchase price consideration of $1,828.0 million was comprised of the following significant components: $1,625.9 million paid to shareholders in cash, transaction costs of $24.0 million, fair value of stock options granted under our Officers' Rollover Stock Plan of $79.7 million, and fair value of our deferred payment obligation of $98.4 million.

The payment of $158.0 million of the cash consideration to the government partners and the commercial partners was structured as a deferred payment obligation of Booz Allen Investor to such partners and Booz Allen Investor is obligated to pay this amount (plus interest at a rate of 5% per six months) to the partners, on a pro rata basis, $8^{1}/_{2}$ years after the consummation of the merger or, in certain circumstances, earlier. A total of $78.0 million of the deferred payment obligation, plus $22.4 million of accrued interest, was repaid on December 11, 2009. See "— Recapitalization Transaction." As of June 30, 2010, up to $80.0 million of the deferred payment obligation may be reduced to offset any claims under the indemnification provisions of the merger agreement described below.

On the Closing Date, $90.0 million of the cash consideration was deposited into escrow to fund certain purchase price adjustments, future indemnification claims under the merger agreement and for certain other adjustments. As of June 30, 2010 of the $90.0 million placed in escrow, approximately $33.8 million, which includes accrued interest, remains in escrow to cover indemnification claims relating to losses that may be incurred from outstanding litigation associated with the merger and certain outstanding pre-closing tax claims and certain claims that may arise with respect to certain pre-closing matters including taxes or government contracts.

Financing of the Merger

To fund the aggregate consideration for the acquisition, to repay certain indebtedness in connection with the acquisition and to provide working capital, Booz Allen Investor and Booz Allen Hamilton entered into a series of financing transactions, which included:

- entry into our senior credit facilities, and the incurrence of $125.0 million of term loans under the Tranche A term facility of the senior credit facilities and $585.0 million under the Tranche B term facility under our senior credit facilities;
- entry into our mezzanine credit facility, and the incurrence of $550.0 million of term loans thereunder; and
- an equity contribution from Coinvest of approximately $956.5 million.

Indemnification Under the Merger Agreement

From and after the Closing Date, Booz Allen Holding and its subsidiaries (including Booz Allen Hamilton) are indemnified under the merger agreement against losses arising from (a) breach of certain representations and warranties regarding Booz Allen Hamilton's capitalization, corporate authorization, financial statements, internal accounting controls, employee benefits, and DCAA audits and similar government contracts investigations and claims, (b) the failure of the sellers to perform certain covenants and agreements in the merger agreement and the spin off agreement, (c) the failure to assume and satisfy amounts owed under the spin off agreement or certain ancillary agreements if and to the extent that Spin Co. is insolvent or bankrupt, and (d) any restructuring costs of Booz Allen Hamilton related to the termination of transition services to Spin Co. after the Closing Date. In addition, the merger agreement provides Booz Allen Holding and its subsidiaries (including Booz Allen Hamilton) with indemnification for (i) certain pre-closing taxes and (ii) the amount of certain compensation deductions resulting from any Booz Allen Hamilton options exercised after the signing of the merger agreement and prior to July 30, 2008. These indemnification rights are subject to the various limitations, including time and dollar amounts, and the sole recourse of Booz Allen Holding and its subsidiaries with respect to any indemnification amounts owed to them under the merger agreement are the escrow funds available for indemnification and offset against Booz Allen Investor's obligation to pay a portion of the deferred payment obligation.

Spin Off Agreement

In addition to governing the split of the commercial and international business from the government business, the spin off agreement sets forth certain restrictions and guidelines for the interaction and operation of the government business and the commercial and international business after the Closing Date, including,

- for a period of three years following the Closing Date (subject to certain exceptions), Spin Co. agreed that it and its subsidiaries would not (i) provide, sell, or offer to sell or advertise certain types of consulting services provided by the government business, (ii) assist, advise, engage or participate in providing such services to certain scheduled competitors of Booz Allen Hamilton, (iii) have certain interests in such competitors, (iv) knowingly permit its names to be used by such competitors in connection with providing any services other than permitted services or (v) provide any services of any type to a scheduled list of direct competitors or their subsidiaries or successors;
- for a period of three years following the Closing Date (subject to certain exceptions), Booz Allen Hamilton agreed that it and its subsidiaries would not (i) provide, sell, or offer to sell or advertise any services other than certain types of consulting services (including cyber-security services) provided by the government business, (ii) assist or advise certain scheduled competitors of Spin Co. in providing services other than such consulting services provided by the government business, (iii) have certain interests in such competitors, or (iv) knowingly permit its names to be used by such competitors in connection with providing any services other than such consulting services provided by the government business;
- for a period of three years following the Closing Date, Booz Allen Hamilton and Spin Co. agreed not to solicit or attempt to solicit any client or business relation of the other party to cease or adversely change their business relationship with the other party or its subsidiaries;
- for a period of three years following the Closing Date, Booz Allen Hamilton and Spin Co. agreed not to hire or attempt to hire any person who was at Closing an officer, director, employee, consultant or agent of the other party (subject to certain exceptions);
- until the earlier of the fifth anniversary of the Closing Date or a change in control of the other party, Booz Allen Hamilton and Spin Co. agreed that they and their subsidiaries would not, in the case of Spin Co., hire or attempt to hire any person who was or is a stockholder of Booz Allen Hamilton (other than a commercial partner); and in the case of Booz Allen Hamilton, hire or attempt to hire any person who was, on or prior to the Closing Date, a commercial partner, or is then, a stockholder of Spin Co. (subject to certain exceptions); and
- for a period of three years following the Closing Date, Spin Co. agreed that it and its subsidiaries would not directly or indirectly acquire a competitor of Booz Allen Hamilton.

Indemnification under the Spin Off Agreement

Under the Spin Off Agreement, Booz Allen Hamilton has agreed to indemnify Spin Co. from all losses arising out of breaches of the Spin Off Agreement or certain related agreements, certain employee benefit matters, and for liabilities and obligations arising out of the government business, and Spin Co. has agreed to indemnify Booz Allen Hamilton from all losses arising out of breaches of the Spin Off Agreement or certain related agreements, certain employee benefit matters, and for liabilities and obligations arising out of the commercial and international business. Spin Co. has also agreed to indemnify Booz Allen Hamilton for increases in pre-closing taxes if a majority of Spin Co.'s shares or a majority of its assets are sold to a third party within three years of the Closing Date at a price in excess of the allocable portion of the agreed-upon fair market value of the Spin Co. shares and a taxing authority successfully asserts that the fair market value of such shares at the time of the spin off was in excess of the agreed-upon fair market value. Furthermore, each of Spin Co. and Booz Allen Hamilton has generally agreed to indemnify the other from the recapture of dual consolidated losses which result from an action of the indemnifying party or its affiliates.

Recapitalization Transaction

On December 11, 2009, in order to facilitate the payment of a special dividend and the repayment of a portion of the deferred payment obligation, Booz Allen Investor and Booz Allen Hamilton entered into a series of amendments to the credit agreements governing our senior credit facilities and mezzanine credit facility. The credit agreement governing our senior credit facilities was amended to, among other things, add

the Tranche C term facility under our senior credit facilities, increase commitments under the revolving credit facility under our senior credit facilities from $100.0 million to $245.0 million, and add a specific exception to the restricted payments covenant to permit the payment of the special dividend. In addition to consenting to such amendments, the lenders under the senior credit facilities also consented to the amendment of the credit agreement governing the mezzanine credit facility discussed below. In exchange for such consents, each consenting lender received a non-refundable cash fee equal to 0.1% of the sum of the aggregate principal amount of such lender's Tranche A and B term loans outstanding and such lender's existing revolving commitment. In addition, each lender providing an increased commitment under the revolving credit facility received a non-refundable cash fee equal to 1.5% of such lender's additional revolving commitment. The credit agreement governing our mezzanine credit facility was amended to, among other things add a specific exception to the restricted payments covenant to permit the payment of the special dividend, to increase the amount of senior credit facilities debt permitted under the debt covenant to permit the incurrence of loans under the Tranche C term facility and the increase in commitments under the revolving credit facility. In addition, the premiums payable upon the prepayment of the loans were increased, and a 1.0% premium was added with respect to payments of the loans at maturity. In exchange for consenting to such amendments, each consenting lender received a non-refundable cash fee equal to 1.0% of the aggregate principal amounts of such lender's outstanding loans. Using cash on hand and $341.3 million in net proceeds from the increased term loan facility, Booz Allen Hamilton paid a special dividend of $650.0 million on its common stock, all of which was paid to Booz Allen Investor, its sole stockholder. Booz Allen Investor in turn used the proceeds of the special dividend (i) to repay approximately $100.4 million of the deferred payment obligation, including $22.4 million in accrued interest, in accordance with the terms of the merger agreement and (ii) to pay a special dividend of approximately $549.6 million on its common stock, all of which was paid to Booz Allen Holding, its sole stockholder. Booz Allen Holding in turn declared a special dividend of $497.5 million payable on its outstanding Class A common stock, Class B non-voting common stock and Class C restricted common stock, approximately $444.1 million of which was paid to Coinvest and the remainder of which was paid to the other stockholders of Booz Allen Holding. The aforementioned transactions are referred to in this prospectus as the recapitalization transaction.

As required by the Officers' Rollover Stock Plan and the Equity Incentive Plan, the exercise price per share of each outstanding option was reduced in an amount equal to the reduction in the value of the common stock as a result of the dividend. Because the reduction in share value exceeded the exercise price for certain of the options granted under the Officers' Rollover Stock Plan, the exercise price for those options was reduced to the par value of the shares issuable on exercise, and the holders became entitled to receive on the option's fixed exercise date a cash payment equal to the excess of the reduction in share value as a result of the dividend over the reduction in exercise price, subject to vesting of the relation options. As of June 30, 2010, the total obligations for these cash payments was $54.4 million.

SELECTED HISTORICAL CONSOLIDATED FINANCIAL AND OTHER DATA

The selected consolidated statements of operations data for fiscal 2008, the four months ended July 31, 2008, the eight months ended March 31, 2009 and fiscal 2010, and the selected consolidated balance sheet data as of March 31, 2009 and 2010 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. The selected consolidated balance sheet data as of March 31, 2008 has been derived from audited consolidated financial statements which are not included in this prospectus. The selected consolidated statements of operations data for fiscal 2006 and 2007 and the selected consolidated balance sheet data as of March 31, 2006 and 2007 have been derived from our unaudited consolidated financial statements which are not included in this prospectus. The selected consolidated statements of operations data for the three months ended June 30, 2009 and 2010 and the selected consolidated balance sheet data as of June 30, 2010 have been derived from our unaudited consolidated financial statements included in this prospectus. The unaudited financial statements have been prepared on the same basis as the audited financial statements and, in the opinion of our management, include all adjustments necessary for a fair presentation of the information set forth herein. Our historical results are not necessarily indicative of the results that may be expected for any future period, and the unaudited interim results for the three months ended June 30, 2010 are not necessarily indicative of results that may be expected for fiscal 2011. The selected financial data should be read in conjunction with “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our consolidated financial statements and related notes included elsewhere in this prospectus.

As discussed in more detail under “The Acquisition and Recapitalization Transaction,” Booz Allen Hamilton was indirectly acquired by Carlyle on July 31, 2008. Immediately prior to the acquisition, Booz Allen Hamilton spun off its commercial and international business and retained its U.S. government business. The accompanying consolidated financial statements are presented for (1) the “Predecessor,” which are the financial statements of Booz Allen Hamilton and its consolidated subsidiaries for the period preceding the acquisition, and (2) the “Company,” which are the financial statements of Booz Allen Holding and its consolidated subsidiaries for the period following the acquisition. Prior to the acquisition, Booz Allen Hamilton’s U.S. government business is presented as the continuing operations of the Predecessor. The Predecessor’s consolidated financial statements have been presented for the twelve months ended March 31, 2008 and the four months ended July 31, 2008. The operating results of the commercial and international business that was spun off by Booz Allen Hamilton effective July 31, 2008 have been presented as discontinued operations in the Predecessor consolidated financial statements and the related notes included in this prospectus. The Company’s consolidated financial statements for periods subsequent to the acquisition have been presented from August 1, 2008 through March 31, 2009, for the twelve months ended March 31, 2010 and for the three months ended June 30, 2009 and 2010. The Predecessor’s financial statements may not necessarily be indicative of the cost structure or results of operations that would have existed if the U.S. government business operated as a stand-alone, independent business. The acquisition was accounted for as a business combination, which resulted in a new basis of accounting. The Predecessor’s and the Company’s financial statements are not comparable as a result of applying a new basis of accounting. See Notes 1, 4, and 24 to our consolidated financial statements for additional information regarding the accounting treatment of the acquisition and discontinued operations.

Additionally, the results of operations and balance sheet data for fiscal 2006, fiscal 2007, fiscal 2008, the four months ended July 31, 2008, the eight months ended March 31, 2009, the three months ended June 30, 2009 and as of March 31, 2006, 2007, 2008 and 2009 are presented “as adjusted” to reflect the change in accounting principle related to our revenue recognition policies as described in “Management’s Discussion and Analysis of Financial Condition and Results of Operations — Critical Accounting Estimates and Policies.”

Included in the table below are unaudited pro forma results of operations for the twelve months ended March 31, 2009, or “pro forma 2009,” assuming the acquisition had been completed as of April 1, 2008. The unaudited pro forma condensed consolidated results of operations for fiscal 2009 are based on our historical audited consolidated financial statements included elsewhere in this prospectus, adjusted to give pro forma effect to the acquisition. The unaudited pro forma condensed consolidated results of operations for fiscal 2009 are presented because management believes it provides a meaningful comparison of operating results enabling

twelve months of fiscal 2009, adjusted for the impact of the acquisition, to be compared with fiscal 2010. The unaudited pro forma condensed consolidated financial statements are for informational purposes only and do not purport to represent what our actual results of operations would have been if the acquisition had been completed as of April 1, 2008 or that may be achieved in the future. The unaudited pro forma condensed consolidated financial information and the accompanying notes should be read in conjunction with our historical audited consolidated financial statements and related notes appearing elsewhere in this prospectus and other financial information contained in "Risk Factors," "The Acquisition and Recapitalization Transaction," and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in this prospectus. See "Management's Discussion and Analysis of Financial Condition and Results of Operations — Results of Operations" for a description of the pro forma adjustments attributable to the acquisition.

	Predecessor				The Company				
	Fiscal Year Ended March 31,			Four Months Ended July 31,	Eight Months Ended March 31,	Pro Forma Fiscal Year Ended March 31,	Fiscal Year Ended March 31,	Three Months Ended June 30,	
	2006	2007	2008	2008	2009	2009(1)	2010	2009	2010
	(Unaudited) (As adjusted)	(Unaudited) (As adjusted)	(As adjusted)	(As adjusted)	(As adjusted)			(Unaudited) (As adjusted)	(Unaudited)
	(In thousands, except share and per share data)								
Consolidated Statement of Operations Data:									
Revenue	$ 2,902,513	$ 3,209,211	$ 3,625,055	$ 1,409,943	$ 2,941,275	$ 4,351,218	$ 5,122,633	$ 1,229,459	$ 1,341,929
Operating costs and expenses:									
Cost of revenue	1,572,817	1,813,295	2,028,848	722,986	1,566,763	2,296,335	2,654,143	638,690	677,095
Billable expenses	820,951	815,421	935,459	401,387	756,933	1,158,320	1,361,229	329,681	356,286
General and administrative expenses	409,576	421,921	474,188	726,929	505,226	723,827	811,944	184,734	200,419
Depreciation and amortization	22,284	27,879	33,079	11,930	79,665	106,335	95,763	24,003	19,384
Total operating costs and expenses	2,825,628	3,078,516	3,471,574	1,863,232	2,908,587	4,284,817	4,923,079	1,177,108	1,253,184
Operating income (loss)	76,885	130,695	153,481	(453,289)	32,688	66,401	199,554	52,351	88,745
Interest income	1,995	2,955	2,442	734	4,578	5,312	1,466	515	312
Interest expense	(966)	(1,481)	(2,319)	(1,044)	(98,068)	(146,803)	(150,734)	(36,371)	(40,353)
Other income (expense), net	392	146	(1,931)	(54)	(128)	(182)	(1,292)	(523)	(619)
Income (loss) from continuing operations and before income taxes	78,306	132,315	151,673	(453,653)	(60,930)	(75,272)	48,994	15,972	48,085
Income tax (benefit) expense from continuing operations	39,399	55,921	62,693	(56,109)	(22,147)	(25,831)	23,575	7,547	19,916
Income (loss) from continuing operations	38,907	76,394	88,980	(397,544)	(38,783)	$ (49,441)	25,419	8,425	28,169
Loss from discontinued operations	(30,409)	(57,611)	(71,106)	(848,371)	—		—	—	—
Net income (loss)	$ 8,498	$ 18,783	$ 17,874	$ (1,245,915)	$ (38,783)		$ 25,419	$ 8,425	$ 28,169
Earnings per share from continuing operations(2)(3):									
Basic	$	$	$	$	$		$		
Diluted									
Earnings (loss) per share(2)(3):									
Basic	$	$	$	$	$		$		
Diluted									
Weighted average common shares outstanding(2)(3):									
Basic									
Diluted									
Cash dividends per share (unaudited)(3)	$	$	$	$	$		$ (4)		

	Predecessor			The Company		
	As of March 31,			As of March 31,		As of June 30,
	2006	2007	2008	2009	2010	2010
	(Unaudited) (As adjusted)	(Unaudited) (As adjusted)	(As adjusted)	(As adjusted)		(Unaudited)
	(In thousands)					
Consolidated Balance Sheet Data:						
Cash and cash equivalents	$ 31,233	$ 3,272	$ 7,123	$ 420,902	$ 307,835	$ 300,611
Working capital	724,470	789,275	1,113,656	789,308	584,248	648,622
Total assets	1,422,983	1,482,453	1,891,375	3,182,249	3,062,223	3,015,262
Long-term debt, net of current portion	—	—	—	1,220,502	1,546,782	1,542,063
Stockholders' equity	271,090	271,786	332,359	1,060,343	509,583	552,676

(1) The table below presents the pro forma adjustments attributable to the acquisition. The pro forma adjustments are described in the accompanying footnotes and are based upon available information and certain assumptions that we believe are reasonable.

	Four Months Ended July 31, 2008	Eight Months Ended March 31, 2009	Pro Forma Adjustments	Pro Forma Fiscal Year Ended March 31, 2009
	(As adjusted)	(As adjusted)		
	(In thousands, except share and per share data)			
Consolidated Statement of Operations Data:				
Revenue	$ 1,409,943	$ 2,941,275	—	$ 4,351,218
Operating costs and expenses:				
Compensation and other costs	722,986	1,566,763	$ 6,586 (a)	2,296,335
Billable expenses	401,387	756,933	—	1,158,320
General and administrative expenses	726,929	505,226	(508,328)(b)	723,827
Depreciation and amortization	11,930	79,665	14,740 (c)	106,335
Total operating costs and expenses	1,863,232	2,908,587	—	4,284,817
Operating income (loss)	(453,289)	32,688	—	66,401
Interest income	734	4,578	—	5,312
Interest expense	(1,044)	(98,068)	(47,691)(d)	(146,803)
Other (expense), net	(54)	(128)	—	(182)
Income (loss) from continuing operations before income taxes	(453,653)	(60,930)	—	(75,272)
Income tax (benefit) expense from continuing operations	(56,109)	(22,147)	52,425 (e)	(25,831)
Net income (loss) from continuing operations	(397,544)	(38,783)	—	$ (49,441)
Loss from discontinued operations, net of tax	(848,371)	—		
Net (loss)	$(1,245,915)	$ (38,783)		

(a) Reflects additional stock-based compensation expense associated with options issued in exchange for stock rights under the stock rights plan that existed prior to the closing of the acquisition for $6.6 million (see Note 17 to our consolidated financial statements for additional information on our stock-based compensation).

(b) Consists of the following adjustments:

- Increase to rent expense of $1.8 million due to the elimination of the July 31, 2008 deferred rent liability in accordance with the accounting treatment of leases associated with the business combination;
- Increase to management fees paid to Carlyle of $333,000 (see Note 19 to our consolidated financial statements for additional information regarding the management fees);
- Additional stock-based compensation expense of $13.4 million associated with options issued in exchange for stock rights under the stock rights plan that existed prior to the closing of the acquisition (see Note 17 to our consolidated financial statements for additional information on our stock-based compensation);
- Reversal of $511.7 million for a one-time acceleration of stock rights and the fair value mark-up of redeemable common shares immediately prior to the acquisition; and
- Reversal of certain related transaction costs of $12.2 million.

(c) Reflects amortization expense of intangible assets established as part of purchase accounting and depreciation expense associated with the fair value of fixed assets associated with the acquisition accounted for as a business combination for $14.7 million.

(d) Consists of the following adjustments:

- Reversal of interest expense of $1.0 million recorded during the four months ended July 31, 2008 related to the Predecessor's previous debt outstanding prior to the acquisition; and
- Incurrence of additional interest expense of $48.7 million associated with our new senior credit facilities and mezzanine credit facility established in conjunction with the acquisition.

(e) Reflects tax effect of the cumulative pro forma adjustments.

(2) Basic earnings per share for the Company has been computed using the weighted average number of shares of Class A common stock, Class B non-voting common stock and Class C restricted common stock outstanding during the period. The Company's diluted earnings per share has been computed using the weighted average number of shares of Class A common stock, Class B non-voting common stock and Class C restricted common stock including the dilutive effect of outstanding common stock options and other stock-based awards. The weighted average number of Class E special voting common stock has not been included in the calculation of either basic earnings per share or diluted earnings per share due to the terms of such common stock.

Basic earnings per share for the Predecessor has been computed using the weighted average number of shares of Class A common stock outstanding during the period. The Predecessor's diluted earnings per share has been computed using the weighted average number of shares of Class A common stock including the dilutive effect of outstanding stock-based awards.

(3) Reflects a -for-1 split of our common stock to be effected prior to the completion of this offering.

(4) Reflects the payment of special dividends in the aggregate amount of $114.9 million and $497.5 million to holders of record of our Class A common stock, Class B non-voting common stock, and Class C restricted common stock as of July 29, 2009 and December 8, 2009, respectively.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis is intended to help the reader understand our business, financial condition, results of operations, liquidity and capital resources. You should read this discussion in conjunction with "Selected Historical Consolidated Financial and Other Data," and our consolidated financial statements and the related notes beginning on page F-1 of this prospectus.

The statements in this discussion regarding industry outlook, our expectations regarding our future performance, liquidity and capital resources and other non-historical statements in this discussion are forward-looking statements. These forward-looking statements are subject to numerous risks and uncertainties, including, but not limited to, the risks and uncertainties described in "Risk Factors" and "Special Note Regarding Forward-Looking Statements." Our actual results may differ materially from those contained in or implied by any forward-looking statements.

Our fiscal year ends March 31 and, unless otherwise noted, references to years or fiscal are for fiscal years ended March 31. References to "pro forma 2009" in this discussion and analysis are to unaudited pro forma results for the twelve months ended March 31, 2009, assuming the acquisition had been completed as of April 1, 2008. See "— Results of Operations."

Overview

We are a leading provider of management and technology consulting services to the U.S. government in the defense, intelligence and civil markets. We are a well-known, trusted and long-term partner to our clients, who seek our expertise and objective advice to address their most important and complex problems. Leveraging our 95-year consulting heritage and a talent base of approximately 23,800 people, we deploy our deep domain knowledge, functional expertise and experience to help our clients achieve their objectives. We have a collaborative culture, supported by our operating model, which helps our professionals identify and respond to emerging trends across the markets we serve and delivers enduring results for our clients. We have grown our revenue organically, without relying on acquisitions, at an 18% CAGR over the 15-year period ended March 31, 2010, reaching $5.1 billion in revenue in fiscal 2010.

We were founded in 1914 by Edwin Booz, one of the pioneers of management consulting. In 1940, we began serving the U.S. government by advising the Secretary of the Navy in preparation for World War II. As the needs of our clients have grown more complex, we have expanded beyond our management consulting foundation to develop deep expertise in technology, engineering, and analytics. Today, we serve substantially all of the cabinet-level departments of the U.S. government. Our major clients include the Department of Defense, all branches of the U.S. military, the U.S. Intelligence Community, and civil agencies such as the Department of Homeland Security, the Department of Energy, the Department of Health and Human Services, the Department of the Treasury and the Environmental Protection Agency. We support these clients in addressing complex and pressing challenges such as combating global terrorism, improving cyber capabilities, transforming the healthcare system, improving efficiency and managing change within the government, and protecting the environment.

Factors and Trends Affecting Our Results of Operations

Our results of operations have been, and we expect them to continue to be, affected by the following factors, which may cause our future results of operations to differ from our historical results of operations discussed under "— Results of Operations."

Business Environment and Key Trends in Our Markets

We believe that the following trends and developments in the U.S. government services industry and our markets may influence our future results of operations:

- budgeting constraints increasing pressure on the U.S. government to control spending while pursuing numerous important policy initiatives, which may result in a slowdown in the growth rate of U.S. government spending in certain areas;
- changes in the level and mix of U.S. government spending, such as the U.S. government's increased spending in recent years on homeland security, cyber, advanced technology analytics, intelligence and defense-related programs and healthcare;
- cost cutting initiatives and other efforts to streamline the U.S. defense and intelligence infrastructure, including the initiatives recently proposed by the Secretary of Defense;
- increased insourcing by the U.S. government of work that was traditionally performed by outside contractors, including at the Department of Defense;
- specific efficiency initiatives by the U.S. government such as the Base Realignment and Closure Program and efforts to rebalance the U.S. defense forces in accordance with the 2010 Quadrennial Defense Review, as well as general efforts to improve procurement practices and efficiencies, such as the actions recently announced by the Office of Management and Budget regarding IT procurement practices;
- U.S. government agencies awarding contracts on a technically acceptable/lowest cost basis, which could have a negative impact on our ability to win certain contracts;
- restrictions by the U.S. government on the ability of federal agencies to use lead system integrators, in response to cost, schedule and performance problems with large defense acquisition programs where contractors were performing the lead system integrator role;
- increasingly complex requirements of the Department of Defense and the U.S. Intelligence Community, including cyber-security, and focus on reforming existing government regulation of various sectors of the economy, such as financial regulation and healthcare;
- increased competition from other government contractors and market entrants seeking to take advantage of the trends identified above; and
- efforts by the U.S. government to address organizational conflicts of interest and related issues and the impact of those efforts on us and our competitors.

Sources of Revenue

Substantially all of our revenue is derived from services provided under contracts and task orders with the U.S. government, primarily by our employees and, to a lesser extent, our subcontractors. Funding for our contracts and task orders is generally linked to trends in budgets and spending across various U.S. government agencies and departments, which generally have been increasing among our key markets and service offerings. We provide services under a large portfolio of contracts and contract vehicles to a broad client base, and we believe that our diversified contract and client base lessens potential volatility in our business.

Contract Types

We generate revenue under the following three basic types of contracts: cost-reimbursable, time-and-materials, and fixed-price.

- *Cost-reimbursable contracts.* Cost-reimbursable contracts provide for the payment of allowable costs incurred during performance of the contract, up to a ceiling based on the amount that has been funded, plus a fee. We generate revenue under two general types of cost-reimbursable contracts: cost-plus-fixed-fee and cost-plus-award-fee contracts, both of which reimburse allowable costs and include a fixed

contract fee. The fixed fee under each type of cost-reimbursable contract is generally payable upon completion of services in accordance with the terms of the contract, and cost-plus-fixed-fee contracts offer no opportunity for payment beyond the fixed fee. Cost-plus-award-fee contracts also provide for an award fee that varies within specified limits based upon the client's assessment of our performance against a predetermined set of criteria, such as targets for factors like cost, quality, schedule, and performance.

- *Time-and-materials contracts.* Under a time-and-materials contract, we are paid a fixed hourly rate for each direct labor hour expended, and we are reimbursed for allowable material costs and allowable out-of-pocket expenses. To the extent our actual direct labor and associated costs vary in relation to the fixed hourly billing rates provided in the contract, we will generate more or less profit, or could incur a loss.
- *Fixed-price contracts.* Under a fixed-price contract, we agree to perform the specified work for a pre-determined price. To the extent our actual costs vary from the estimates upon which the price was negotiated, we will generate more or less profit, or could incur a loss. Some fixed-price contracts have a performance-based component, pursuant to which we can earn incentive payments or incur financial penalties based on our performance. Fixed-price level of effort contracts require us to provide a specified level of effort, over a stated period of time, for a fixed price.

The amount of risk and potential reward varies under each type of contract. Under cost-reimbursable contracts, there is limited financial risk, because we are reimbursed for all allowable costs up to a ceiling. However, profit margins on this type of contract tend to be lower than on time-and-materials and fixed-price contracts. Under time-and-materials contracts, we are reimbursed for the hours worked using the predetermined hourly rates for each labor category. In addition, we are typically reimbursed for other contract direct costs and expenses at cost. We assume financial risk on time-and-materials contracts because our labor costs may exceed the negotiated billing rates. Profit margins on well-managed time and materials contracts tends to be higher than cost-reimbursable contracts as long as we are able to staff those contracts with people who have an appropriate skill set. Under fixed-price contracts, we are required to deliver the objectives under the contract for a pre-determined price. Compared to time-and-materials and cost-reimbursable contracts, fixed-price contracts generally offer higher profit margin opportunities because we receive the full benefit of any cost savings but generally involve greater financial risk because we bear the impact of any cost overruns. In the aggregate, the contract type mix in our revenue for any given period will affect that period's profitability. Over time we have experienced a relatively stable contract mix although the U.S. government has indicated an intent to increase its use of fixed price contract procurements and reduce its use of cost-plus-award-fee contract procurements.

The table below presents the percentage of total revenue for each type of contract.

	Predecessor	The Company			
				Three Months Ended June 30,	
	Fiscal 2008	Pro Forma 2009	Fiscal 2010	2009	2010
Cost-reimbursable(1)	47%	50%	50%	52%	51%
Time-and-materials	44%	39%	38%	38%	36%
Fixed-price(2)	9%	11%	12%	10%	13%

(1) Includes both cost-plus-fixed-fee and cost-plus-award fee contracts.

(2) Includes fixed-price level of effort contracts.

Contract Diversity and Revenue Mix

We provide our services to our clients through a large number of single award contracts and contract vehicles and multiple award contract vehicles. In fiscal 2010, the revenue from our top ten single award contracts or contract vehicles based on revenue represented 19% of our revenue. Most of our revenue is generated under ID/IQ contract vehicles, which include multiple award GWACs and GSA schedules and certain single award contracts. GWACs and GSA schedules are available to all U.S. government agencies. Any number of contractors typically compete under multiple award ID/IQ contract vehicles for task orders to

provide particular services, and we earn revenue under these contract vehicles only to the extent that we are successful in the bidding process for task orders. In each of fiscal 2008, pro forma 2009 and fiscal 2010, our revenue under GWACs and GSA schedules collectively represented 29%, 27% and 23% of our total revenue, respectively. No single task order under any contract represented more than 1% of our revenue in any of fiscal 2008, pro forma 2009 or fiscal 2010. No single contract accounted for more than 9% of our revenue in any of fiscal 2008, pro forma 2009 and fiscal 2010.

We generate revenue under our contracts and task orders through our provision of services as both a prime contractor and subcontractor, as well as from the provision of services by subcontractors under contracts and task orders for which we act as the prime contractor. For fiscal 2008, pro forma 2009 and fiscal 2010, 88%, 86% and 87%, respectively, of our revenue was generated by contracts and task orders for which we served as a prime contractor; 12%, 14% and 13%, respectively, of our revenue was generated by contracts and task orders for which we served as a subcontractor; and 22%, 21% and 22%, respectively, of our revenue was generated by services provided by our subcontractors. The mix of these types of revenue affect our operating margin. Substantially all of our operating margin is derived from our consulting staff's labor under contracts for which we act as the prime contractor or a subcontractor, which we refer to as direct consulting staff labor, and our operating margin derived from fees we earn on services provided by our subcontractors is not significant. We view growth in direct consulting staff labor as the primary measure of earnings growth. Direct consulting staff labor growth is driven by consulting staff headcount growth, after attrition, and total backlog growth.

Our People

Revenue from our contracts is derived from services delivered by our people and, as discussed above, to a lesser extent from our subcontractors. Our ability to hire, retain and deploy talent is critical to our ability to grow our revenue. As of March 31, 2008, 2009, 2010, we employed approximately 18,800, 21,600, 23,300 people, respectively, of which approximately 16,900, 19,600, 21,000, respectively, were consulting staff. As of June 30, 2009 and 2010, we employed approximately 22,500 and 23,800 people, respectively, of which approximately 20,400 and 21,600, respectively, were consulting staff. Attrition for consulting staff was 15%, 15%, and 14% during fiscal 2008, 2009, and 2010, respectively. We recently accelerated our firm-wide hiring program to recruit and attract additional high quality and experienced talent. We believe this will allow us to grow our business through the deployment of increased net consulting staff against funded backlog.

Contract Backlog

We define backlog to include the following three components:

- *Funded Backlog.* Funded backlog represents the revenue value of orders for services under existing contracts for which funding is appropriated or otherwise authorized less revenue previously recognized on these contracts.
- *Unfunded Backlog.* Unfunded backlog represents the revenue value of orders for services under existing contracts for which funding has not been appropriated or otherwise authorized.
- *Priced Options.* Priced contract options represent 100% of the revenue value of all future contract option periods under existing contracts that may be exercised at our clients' option and for which funding has not been appropriated or otherwise authorized.

Backlog does not include any task orders under ID/IQ contracts, including GWACs and GSA schedules, except to the extent that task orders have been awarded to us under those contracts.

The following table summarizes the value of our contract backlog at the respective dates presented:

	The Company			
	As of March 31,		As of June 30,	
	2009	2010	2009	2010
	(In millions)			
Backlog:				
Funded	$2,392	$2,528	$2,214	$2,618
Unfunded(1)	1,968	2,453	2,057	2,576
Priced options(2)	2,919	4,032	3,233	4,295
Total backlog	$7,279	$9,013	$7,504	$9,489

(1) Reflects a reduction by management to the revenue value of orders for services under two existing single award ID/IQ contracts based on an established pattern of funding under these contracts by the U.S. government.

(2) Amounts shown reflect 100% of the undiscounted revenue value of all priced options.

Our backlog includes orders under contracts that in some cases extend for several years. The U.S. Congress generally appropriates funds for our clients on a yearly basis, even though their contracts with us may call for performance that is expected to take a number of years. As a result, contracts typically are only partially funded at any point during their term and all or some of the work to be performed under the contracts may remain unfunded unless and until the U.S. Congress makes subsequent appropriations and the procuring agency allocates funding to the contract.

We view growth in total backlog and consulting staff headcount growth as the two key measures of our business growth. Consulting staff headcount growth is the primary means by which we are able to recognize profitable revenue growth. To the extent that we are able to hire additional people, we generally are able to deploy them against funded backlog and, as a result, recognize increased revenue. Some portion of our employee base is employed on less than a full time basis, and we measure revenue growth based on the full time equivalency of our consulting staff. Total backlog grew 24% from March 31, 2009 to March 31, 2010 and 26% from June 30, 2009 to June 30, 2010. We cannot predict with any certainty the portion of our backlog that we expect to recognize as revenue in any future period. While we report internally on our backlog on a monthly basis and review backlog upon the occurrence of certain events to determine if any adjustments are necessary, we cannot guarantee that we will recognize any revenue from our backlog. The primary risks that could affect our ability to recognize such revenue are program schedule changes and contract modifications. In our recent experience, none of these or other factors have had a material negative effect on our ability to realize revenue from our funded backlog. Additional risks include the unilateral right of the U.S. government to cancel multi-year contracts and related orders or to terminate existing contracts for convenience or default; in the case of unfunded backlog, the potential that funding will not be available; and, in the case of priced options, the risk that our clients will not exercise their options. See “Risk Factors — Risks Related to Our Business — We may not realize the full value of our backlog, which may result in lower than expected revenue.”

Operating Costs and Expenses

Costs associated with compensation and related expenses for our people are the most significant component of our operating costs and expenses. The principal factors that affect our costs are additional people as we grow our business and are awarded new contracts, task orders and additional work under our existing contracts and the hiring of people with a specific skill set and security clearances as required by our additional work.

Our most significant operating costs and expenses are described below.

Cost of Revenue

Cost of revenue includes direct labor, related employee benefits and overhead. Overhead consists of indirect costs, including indirect labor relating to infrastructure, management and administration, and other expenses.

Billable Expenses

Billable expenses include direct subcontractor expenses, travel expenses, and other expenses incurred to perform on contracts.

General and Administrative Expenses

General and administrative expenses include indirect labor of executive management and corporate administrative functions, marketing and bid and proposal costs, and other discretionary spending.

Upon the completion of this offering, we will be required to comply with new accounting, financial reporting and corporate governance standards as a public company that we expect will cause our general and administrative expenses to increase. Such costs will include, among others, increased auditing and legal fees, board of director fees, investor relations expenses, and director and officer liability insurance costs.

Depreciation and Amortization

Depreciation and amortization includes the depreciation of computers, leasehold improvements, furniture and other equipment, and the amortization of internally developed software, as well as third-party software that we use internally and of identifiable long-lived intangible assets over their estimated useful lives.

Income Taxes

Our NOL carryforward, which as of March 31, 2010 was $367.6 million, is subject to Section 382 of the Internal Revenue Code. Section 382 of the Internal Revenue Code limits the use of a corporation's NOLs and certain other tax benefits following a change in ownership of the corporation. We believe that it is more likely than not that the results of future operations will generate sufficient taxable income over the next two to three years to realize the tax benefits of our NOL carryforward.

We also expect that our future cash tax payments will be further reduced by utilizing deductions created upon the exercise of employee stock options. In general, under current law, an exercise of a compensatory option to acquire our stock would create an income tax deduction in an amount equal to the excess of the fair market value of the stock subject to the option over the option exercise price. In connection with the acquisition, we issued options under the Officers' Rollover Stock Plan, referred to as Rollover options, of which options to purchase 1,334,584 shares were outstanding as of June 30, 2010, including options to purchase 339,986 shares that were vested as of such date. The remaining Rollover options vest over the period from June 30, 2011 to June 30, 2013 and, once vested, are required to be exercised no later than 60 days (subject to extension by the Board) following specified exercise commencement dates ranging from June 30, 2011 to June 30, 2015 or such options will be forfeited. Assuming that all such options vest in accordance with their terms and are exercised in accordance with the exercise schedule, and that the fair market value of our Class A common stock at the time of such exercises were equal to $, the midpoint of the range set forth on the cover page of this prospectus, the expected reduction in our cash taxes over the exercise period for such options would be approximately $ in excess of the tax benefit for such awards reflected in our consolidated financial statements. There can be no assurance that any such options will vest and be exercised or that the value of our stock at the time of any exercise will not be less than such midpoint or that any such tax deduction will be realized. Any increase or decrease in the price of our Class A common stock at the time of any such exercise relative to such midpoint assumed above would likewise have the effect of increasing (in the case of a decrease in stock price) or decreasing (in the case of an increase in stock price) our future cash tax payments.

In addition, we have issued options under the Equity Incentive Plan, referred to as EIP options, of which options to purchase 1,441,316 shares were outstanding as of June 30, 2010, including options to purchase 452,929 shares that were vested as of such date. These outstanding EIP options vest over the period from fiscal 2011 to fiscal 2016 based on the continued employment of the holder and the fulfillment of certain performance targets. Options are exercisable any time between vesting and ten years after grant date ranging from June 30, 2019 to June 30, 2020. The exercise prices of EIP options outstanding as of June 30, 2010 range from $ to $ per share and the weighted average exercise price for such outstanding EIP options is $. Assuming that all such options vest in accordance with their terms and are exercised, and that the fair market value of our Class A common stock at the time of such exercises were equal to $, the midpoint of the range set forth on the cover page of this prospectus, and after giving effect to the exercise of options with an exercise price of $ per share after June 30, 2010, the expected reduction in our cash taxes over the exercise period for such options would be approximately $ million in excess of the tax benefit for such awards reflected in our consolidated financial statements. There can be no assurance that any such options will vest and be exercised, as to the timing of any exercise or that the value of our stock at the time of any such exercise will not be less than such midpoint or that any such tax deduction will be realized. Any increase or decrease in the price of our Class A common stock at the time of any such exercise relative to such midpoint assumed above would likewise have the effect of increasing (in the case of a decrease in stock price) or decreasing (in the case of an increase in stock price) our future cash tax expense.

For further information regarding our outstanding options, including vesting and exercise terms, see “Executive Compensation — Executive Compensation Plans” and Note 17 to our consolidated financial statements.

Effects of Inflation

50% and 51% of our revenue was derived from cost-reimbursable contracts for fiscal 2010 and for the three months ended June 30, 2010, respectively, which are generally completed within one year of the contract start date. Bids for longer-term fixed-price and time-and-materials contracts typically include sufficient provisions for labor and other cost escalations to cover anticipated cost increases over the period of performance. Consequently, revenue and costs have generally both increased commensurate with overall economic growth. As a result, net income as a percentage of total revenue has not been significantly impacted by inflation.

Seasonality

The U.S. government’s fiscal year ends on September 30 of each year. It is not uncommon for U.S. government agencies to award extra tasks or complete other contract actions in the weeks before the end of its fiscal year in order to avoid the loss of unexpended fiscal year funds. In addition, we also have generally experienced higher bid and proposal costs in the months leading up to the U.S. government’s fiscal year-end as we pursue new contract opportunities being awarded shortly after the U.S. government fiscal year-end as new opportunities are expected to have funding appropriated in the U.S. government’s subsequent fiscal year. We may continue to experience this seasonality in future periods, and our future periods may be affected by it.

Seasonality is just one of a number of factors, many of which are outside of our control, that may affect our results in any period. See “Risk Factors — Risks Relating to Our Common Stock and This Offering — Our financial results may vary significantly from period to period as a result of a number of factors, many of which are outside our control, which could cause the market value of our Class A common stock to decline.”

Critical Accounting Estimates and Policies

Our discussion and analysis of our financial condition and results of operations are based on our consolidated financial statements, which have been prepared in accordance with GAAP. The preparation of these consolidated financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingencies at the date of the financial statements as well as the reported amounts of revenue and expenses during the reporting

period. Management evaluates these estimates and assumptions on an ongoing basis. Our estimates and assumptions have been prepared on the basis of the most current reasonably available information. Actual results may differ from these estimates under different assumptions or conditions.

Our significant accounting policies, including the critical policies and practices listed below, are more fully described and discussed in the notes to the consolidated financial statements. We consider the following accounting policies to be critical to an understanding of our financial condition and results of operations because these policies require the most difficult, subjective or complex judgments on the part of our management in their application, often as a result of the need to make estimates about the effect of matters that are inherently uncertain, and are the most important to our financial condition and operating results.

Revenue Recognition and Cost Estimation

Substantially all of our revenue is derived from contracts to provide professional services to the U.S. government and its agencies. In most cases, we recognize revenue as work is performed. For fixed-price contracts, we recognize revenue on the percentage-of-completion basis with progress toward completion of a particular contract based on actual costs incurred relative to total estimated costs to be incurred over the life of the contract. Profits on fixed-price contracts result from the difference between the incurred costs and the revenue earned. This method is followed where reasonably dependable estimates of revenue and costs under the contract can be made. Estimates of total contract revenue and costs are reviewed regularly and at least quarterly, and recorded revenue and costs are subject to revision as the contract progresses. Such revisions may result in increases or decreases to revenue and income, and are reflected in the financial statements in the periods in which they are first identified. If our estimates indicate that a contract loss will occur, a loss provision is recorded in the period in which the loss first becomes probable and reasonably estimable. Estimating costs under our long-term contracts is complex and involves significant judgment. Factors that must be considered in making estimates include labor productivity and availability, the nature and technical complexity of the work to be performed, potential performance delays, availability and timing of funding from the client, progress toward completion, and recoverability of claims. Adjustments to original estimates are often required as work progresses and additional information becomes known, even though the scope of the work required under the contract may not change. Any adjustment as a result of a change in estimates is made when facts develop, events become known or an adjustment is otherwise warranted, such as in the case of a contract modification. We have procedures and processes in place to monitor the actual progress of a project against estimates and our estimates are updated if circumstances are warranted.

We recognize revenue for cost-plus-fixed-fee contracts with the U.S. government as hours are worked based on reimbursable and allowable costs, recoverable indirect costs and an accrual for the fixed fee component of the contract. Many of our U.S. government contracts include award fees, which are earned based on the client's evaluation of our performance. We have significant history with the client for the majority of contracts on which we earn award fees. That history and management monitoring of performance form the basis for our ability to estimate such fees over the life of the contract. Based on these estimates, we recognize award fees as work on the contracts is performed.

Revenue earned under time-and-materials contracts is recognized as hours are worked based on contractually billable rates to the client. Costs on time-and-materials contracts are expensed as incurred.

Change in Accounting Principle for Revenue Recognition

In fiscal 2010, we changed our methodology of recognizing revenue for all of our U.S. government contracts to apply the accounting guidance of Financial Accounting Standards Board, or FASB, Accounting Standard Codification, or ASC, Subtopic 605-35, as directed by ASC Topic 912, which permits revenue recognition on a percentage-of-completion basis. Previously, we applied this guidance only to contracts related to the construction or development of tangible assets. For contracts not related to those activities, we had applied the general revenue recognition guidance of Staff Accounting Bulletin Topic 13, "Revenue Recognition." Upon contract completion, both methods yield the same results, but we believe that the application of contract accounting under ASC 605-35 to all U.S. government contracts is preferable to the

application of contract accounting under Staff Accounting Bulletin Topic 13, based on the fact that the percentage of completion model utilized under ASC 605-35 is a recognized accounting model that better reflects the economics of a U.S. government contract during the contract performance period.

The only material financial impact resulting from the accounting change is the recognition of award fees based upon reliable estimates. The guidance in ASC 605-35 allows for award fees to be recorded over the life of a contract based on management's estimates of those total fees, to the extent we are able to make such estimates. We have concluded that these estimates, in prior and current periods, can be made based on our significant history with our portfolio of contracts and management's monitoring of fees earned on such contracts. Management concluded that accrual of award fees is appropriate for all of our existing cost-plus-award-fee contracts for which management is able to estimate the award fees. This change has been reflected in all periods presented in the audited consolidated financial statements and the unaudited financial data presented elsewhere in this prospectus.

In accordance with ASC Subtopic 250-10, "Accounting Changes and Error Corrections," all prior periods presented have been retrospectively adjusted to apply the new method of accounting. Refer to Note 2 to our consolidated financial statements for information on the effect of the change in accounting principle on our consolidated financial statements.

Goodwill and Intangible Impairment

Goodwill represents the excess of the purchase price of an acquired business over the fair value of its net tangible and identifiable intangible assets. The fair value assessments involved in the calculation of goodwill require judgments and estimates that can be affected by contract performance and other factors over time, which may cause the amount of goodwill associated with a business to differ materially from original estimates.

We have identified a single reporting unit for purposes of testing goodwill. The goodwill of our reporting unit is tested for impairment annually on January 1 and whenever an event occurs or circumstances change such that it is reasonably possible that an impairment condition may exist. Events or circumstances that could trigger such an interim impairment test include a decline in market capitalization below book value, internal reports or reports by our competitors of a decrease in revenue or operating income or bankruptcies, lower than expected income during the current fiscal year or expected for the next fiscal year, current period operating or cash flow loss, loss of significant contracts, or projection of continuing income or cash flow losses associated with the use of a long-lived asset or group of assets.

Our goodwill impairment test is a two-step process performed at the reporting unit level. The first step consists of estimating the fair value of our reporting unit based on a discounted cash flow model using revenue and profit forecasts and comparing its estimated fair value with the carrying value, which includes the allocated goodwill. If the fair value is less than the carrying value, a second step is performed to compute the amount of the impairment by determining an implied fair value of goodwill. The implied fair value of goodwill is the residual fair value derived by deducting the fair value of the reporting unit's identifiable assets and liabilities from its estimated fair value calculated in step one. The impairment charge represents the excess of the carrying amount of the reporting unit's goodwill over the implied fair value of goodwill. The revenue and profit forecasts used in step one are based on management's best estimate of future revenue and operating costs. Changes in these forecasts could cause the reporting unit to either pass or fail the first step in the impairment test, which could significantly change the amount of the impairment recorded from step two. In addition, the estimated future cash flows are adjusted to present value by applying a discount rate. Changes in the discount rate impact the impairment by affecting the calculation of the fair value of the reporting unit in step one.

Our goodwill impairment test performed for fiscal 2010 did not result in any impairment of goodwill. For the year ended March 31, 2010, there were no triggering events indicative of goodwill or intangible impairment.

Stock-Based Compensation

We use the Black-Scholes option-pricing model to determine the estimated fair value for stock options. The fair value of our stock on the date of the option grant is determined based on an external valuation prepared contemporaneously and approved by management and reviewed by the Board.

Critical inputs into the Black-Scholes option-pricing model include: the option exercise price; the fair value of the stock price; the expected life of the option in years; the annualized volatility of the stock; the annual rate of quarterly dividends on the stock; and the risk-free interest rate.

As we have no plans to issue regular dividends, a dividend yield of zero is used in the Black-Scholes model. Expected volatility is calculated as of each grant date based on reported data for a peer group of publicly traded companies for which historical information is available. We will continue to use peer group volatility information until our historical volatility can be regularly measured against an open market to measure expected volatility for future option grants. Other than the expected life of the option, volatility is the most sensitive input to our option grants. To be consistent with all other implied calculations, the same peer group used to calculate other implied metrics is also used to calculate implied volatility. While we are not aware of any news or disclosure by our peers that may impact their respective volatility, there is a risk that peer group volatility may increase, thereby increasing any prospective future compensation expense that will result from future option grants.

The risk-free interest rate used in the Black-Scholes option-pricing model is determined by referencing the U.S. Treasury yield curve rates with the remaining term equal to the expected life assumed at the date of grant. Due to the lack of historical exercise data, the average expected life is estimated based on internal qualitative and quantitative factors. As we obtain data associated with future exercises, the useful life of future grants will be adjusted accordingly.

Forfeitures are estimated based on our historical analysis of attrition levels. Forfeiture estimates will be updated annually for actual forfeitures. We do not expect this assumption to change materially, as attrition levels have historically been low.

As a privately held company, we obtained contemporaneous valuations by an independent valuation specialist for our fair value determinations. The valuations were based on several generally accepted valuation techniques: a discounted cash flow analysis, a comparable public company analysis, and for the most recent valuation, a comparative transaction analysis. Estimates used in connection with the discounted cash flow analysis were consistent with the plans and estimates that we use to manage the business although there is inherent uncertainty in these estimates. The valuation analysis results in a range of derived values with the final value selected and approved by our Compensation Committee. The completion of the initial public offering may add value to the shares due to, among other things, increased liquidity and marketability; however, the extent (if any) of such additional value cannot be measured with precision or certainty and the shares could suffer a decrease in value.

Accounting for Income Taxes

Provisions for federal and state income taxes are calculated from the income reported on our financial statements based on current tax law and also include, in the current period, the cumulative effect of any changes in tax rates from those previously used in determining deferred tax assets and liabilities. Such provisions differ from the amounts currently receivable or payable because certain items of income and expense are recognized in different time periods for purposes of preparing financial statements than for income tax purposes.

Significant judgment is required in determining income tax provisions and evaluating tax positions. We establish reserves for income tax when, despite the belief that our tax positions are supportable, there remains uncertainty in a tax position in our previously filed income tax returns. For tax positions where it is more likely than not that a tax benefit will be sustained, we record the largest amount of tax benefit with a greater than 50% likelihood of being realized upon settlement with a taxing authority that has full knowledge of all relevant information. To the extent we prevail in matters for which accruals have been established or are

required to pay amounts in excess of reserves, our effective tax rate in a given financial statement period may be materially impacted.

The carrying value of our net deferred tax assets assumes that we will be able to generate sufficient future taxable income in certain tax jurisdictions to realize the value of these assets. If we are unable to generate sufficient future taxable income in these jurisdictions, a valuation allowance is recorded when it is more likely than not that the value of the deferred tax assets is not realizable.

Recent Accounting Pronouncements

In October 2009, the FASB issued Accounting Standards Update, or ASU, No. 2009-13, *Revenue Recognition (Topic 605): Multiple-Deliverable Revenue Arrangements*, to amend the revenue recognition guidance for arrangements with multiple deliverables under ASC 605-25, *Revenue Recognition: Multiple-Element Arrangements*. This guidance modifies the requirements for determining whether a deliverable can be treated as a separate unit of accounting by removing the criteria that verifiable and objective evidence of fair value exists for the undelivered elements.

In October 2009, the FASB issued ASU No. 2009-14, *Software (Topic 985): Certain Revenue Arrangements That Include Software Elements*, to amend the revenue recognition guidance for certain arrangements that include software elements under FASB ASC 985-605, *Software: Revenue Recognition*. The amendment to ASC 985-605 focuses on determining which arrangements are within the scope of the software revenue guidance.

The changes in ASU No. 2009-13 and ASU No. 2009-14 are effective on a prospective basis for transactions entered into or materially modified for fiscal years beginning on or after June 15, 2010, or on a retrospective basis for all periods presented. Early adoption is permitted as of the beginning of our fiscal year provided we have not previously issued financial statements for any period within that year. We have adopted the guidance on a prospective basis effective April 1, 2010 and the guidance did not have material impact on our consolidated financial statements and disclosures. We are required to adopt both ASU No. 2009-13 and ASU No. 2009-14 in the same manner.

In April 2010, the FASB issued Accounting Standards Update 2010-17, *Revenue Recognition-Milestone Method*. Collectively, the guidance provides requirements on when it may be appropriate for a company to apply the milestone method of revenue recognition to its research and development arrangements. This guidance includes the definition of milestone, the criteria that must be met in order to consider a milestone substantive and the financial statement disclosures required when the milestone method of revenue recognition is adopted. The guidance is effective on a prospective basis for milestones achieved in fiscal years beginning on or after June 15, 2010, however a company may elect to early adopt. When a company elects to early adopt, the milestone method must be applied retrospectively from the beginning of the fiscal year of adoption.

The recognition of revenue under the milestone method is a policy election. Other proportional revenue recognition methods may also be applied as long as the selected method does not recognize consideration for a milestone in its entirety during the period the milestone is achieved. We are currently assessing the impact that the milestone method would have on our consolidated financial statements and have not yet chosen to apply the milestone method of revenue recognition to our research and development arrangements. Should we elect to adopt the milestone method, we currently do not expect the new method to have a material impact on our consolidated financial statements.

Other recent accounting pronouncements issued by the FASB (including the EITF) and the American Institute of Certified Public Accountants were not or are not believed by management to have a material impact on our future consolidated financial statements.

Segment Reporting

We report operating results and financial data in one operating and reportable segment. We manage our business as a single profit center in order to promote collaboration, provide comprehensive functional service offerings across our entire client base, and provide incentives to employees based on the success of the

organization as a whole. Although certain information regarding served markets and functional capabilities is discussed for purposes of promoting an understanding of our complex business, we manage our business and allocate resources at the consolidated level of a single operating segment.

The Acquisition

On July 31, 2008, pursuant to the merger agreement, the then-existing shareholders of Booz Allen Hamilton completed the spin off and sale of the commercial and international business to the commercial partners and the acquisition of Booz Allen Hamilton by Carlyle, through the merger of Booz Allen Hamilton with a wholly-owned indirect subsidiary of Booz Allen Holding. Booz Allen Holding was formed for the purpose of Carlyle indirectly acquiring Booz Allen Hamilton and was capitalized through (1) the sale of $956.5 million of shares of Class A common stock by Booz Allen Holding to Coinvest and (2) $1,240.3 million of net proceeds from indebtedness incurred under our senior credit facilities and our mezzanine credit facility. Booz Allen Holding acquired Booz Allen Hamilton for total consideration of $1,828.0 million. The acquisition consideration was allocated to the acquired net assets, identified intangibles of $353.8 million, and goodwill of $1,163.1 million.

In connection with the acquisition, Booz Allen Holding exchanged certain shares of its common stock for previously issued and outstanding shares of Booz Allen Hamilton. Fully vested shares of Booz Allen Hamilton were exchanged for vested shares of Booz Allen Holding, with a fair value of $79.7 million. This amount was included as a component of the total acquisition consideration. Booz Allen Holding also issued restricted shares and options in exchange for previously issued and outstanding stock rights of Booz Allen Hamilton. Based on the vesting terms of the newly issued Booz Allen Holding Class C restricted common stock and the new options granted under the Officers' Rollover Stock Plan, the fair value of those awards, $147.4 million, is recognized as compensation expense by us subsequent to the acquisition as the restricted common stock and stock options vest over a period of three to five years. See "The Acquisition and Recapitalization Transaction."

The Recapitalization Transaction

On December 11, 2009, we consummated the recapitalization transaction, which included amendments of our senior credit facilities and our mezzanine credit facility to, among other things, add the $350.0 million Tranche C term facility under our senior credit facilities and waive certain covenants to permit the recapitalization transaction. Net proceeds from the Tranche C term facility of $341.3 million, along with cash on hand, were used to fund Booz Allen Hamilton's dividend payment of $497.5 million, or $46.42 per share, to all issued and outstanding shares of Booz Allen Holding's Class A common stock, Class B non-voting common stock and Class C restricted common stock. We also repaid a portion of the deferred payment obligation in the amount of $100.4 million, including $22.4 million in accrued interest. As required by the Officers' Rollover Stock Plan and the Equity Incentive Plan, the exercise price per share of each outstanding option was reduced in an amount equal to the reduction in the value of the common stock as a result of the dividend. Because the reduction in share value exceeded the exercise price for certain of the options granted under the Officers' Rollover Stock Plan, the exercise price for those options was reduced to the par value of the shares issuable on exercise, and the holders became entitled to receive on the option's fixed exercise date a cash payment equal to the excess of the reduction in share value as a result of the dividend over the reduction in exercise price, subject to vesting of the relation options. As of June 30, 2010, the total obligations for these cash payments was $54.4 million. See "The Acquisition and Recapitalization Transaction."

Basis of Presentation

As discussed in more detail under "The Acquisition and Recapitalization Transaction," Booz Allen Hamilton was indirectly acquired by Carlyle on July 31, 2008. Immediately prior to the acquisition, Booz Allen Hamilton spun off its commercial and international business and retained its U.S. government business. The accompanying consolidated financial statements are presented for (1) the "Predecessor," which are the financial statements of Booz Allen Hamilton for the period preceding the acquisition, and (2) the "Company," which are the financial statements of Booz Allen Holding and its consolidated subsidiaries for the period following the acquisition. Prior to the acquisition, Booz Allen Hamilton's U.S. government business is

presented as the continuing operations of the Predecessor. The Predecessor's consolidated financial statements have been presented for the twelve months ended March 31, 2008 and the four months ended July 31, 2008. The operating results of the commercial and international business that was spun off by Booz Allen Hamilton effective July 31, 2008 have been presented as discontinued operations in the Predecessor consolidated financial statements and the related notes included in this prospectus. The Company's consolidated financial statements for periods subsequent to the acquisition have been presented from August 1, 2008 through March 31, 2009, for the twelve months ended March 31, 2010 and for the three months ended June 30, 2009 and 2010. The Predecessor's financial statements may not necessarily be indicative of the cost structure or results of operations that would have existed if the U.S. government business operated as a stand-alone, independent business. The acquisition was accounted for as a business combination, which resulted in a new basis of accounting. The Predecessor's and the Company's financial statements are not comparable as a result of applying a new basis of accounting. See Notes 2, 4, and 24 to our consolidated financial statements for additional information regarding the accounting treatment of the acquisition and discontinued operations.

The spin off of the commercial and international business, the acquisition of a majority ownership by Carlyle, the related application of the purchase accounting method and changes in our outstanding debt resulted in significant changes in, among other things, asset values, amortization expense, and interest expense. Additionally, the Predecessor's net loss for the four months ended July 31, 2008 includes approximately $1.5 billion of stock compensation expense related to the accelerated vesting of a portion of existing rights to purchase common stock of the Company and the mark-up of the Predecessor's common stock to fair market value in anticipation of the acquisition. The acquisition purchase price was allocated to the Company's net tangible and identifiable intangible assets based upon their fair values as of August 1, 2008. The excess of the purchase price over the fair value of the net tangible and identifiable assets was recorded as goodwill.

The results of operations for fiscal 2008, the four months ended July 31, 2008, the eight months ended March 31, 2009 and the three months ended June 30, 2009 are presented "as adjusted" to reflect the change in accounting principle related to our revenue recognition policies, as described in "— Critical Accounting Estimates and Policies."

Results of Operations

The following table sets forth items from our consolidated statements of operations for the periods indicated (in thousands). Included in the table below and set forth in the following discussion are unaudited pro forma results of operations for the twelve months ended March 31, 2009, or "pro forma 2009," assuming the acquisition had been completed as of April 1, 2008. The unaudited pro forma condensed consolidated results of operations for fiscal 2009 are based on our historical audited consolidated financial statements included elsewhere in this prospectus, adjusted to give pro forma effect to the acquisition.

The unaudited pro forma condensed consolidated results of operations for fiscal 2009 are presented because management believes it provides a meaningful comparison of operating results enabling twelve months of fiscal 2009 to be compared with fiscal 2010 and fiscal 2008, adjusting for the impact of the acquisition. The unaudited pro forma condensed consolidated financial statements are for informational purposes only and do not purport to represent what our actual results of operations would have been if the acquisition had been completed as of April 1, 2008 or that may be achieved in the future. The unaudited pro forma condensed consolidated financial information and the accompanying notes should be read in conjunction with our historical audited consolidated financial statements and related notes appearing elsewhere

in this prospectus and other financial information contained in “Prospectus Summary,” “Risk Factors” and “The Acquisition and Recapitalization Transaction,” in this prospectus.

	Predecessor		The Company					
	Fiscal Year Ended March 31, 2008 (As adjusted)	Four Months Ended July 31, 2008 (As adjusted)	Eight Months Ended March 31, 2009 (As adjusted)	Pro Forma Adjustments	Pro Forma Fiscal Year Ended March 31, 2009	Fiscal Year Ended March 31, 2010	Three Months Ended June 30, 2009 (Unaudited) (As adjusted)	Three Months Ended June 30, 2010 (Unaudited)
				(In thousands)				
Revenue	$ 3,625,055	$ 1,409,943	$ 2,941,275	—	$ 4,351,218	$ 5,122,633	$ 1,229,459	$ 1,341,929
Operating costs and expenses:								
Cost of revenue	2,028,848	722,986	1,566,763	$ 6,586 (a)	2,296,335	2,654,143	638,690	677,095
Billable expenses	935,459	401,387	756,933	—	1,158,320	1,361,229	329,681	356,286
General and administrative expenses	474,188	726,929	505,226	(508,328)(b)	723,827	811,944	184,734	200,419
Depreciation and amortization	33,079	11,930	79,665	14,740 (c)	106,335	95,763	24,003	19,384
Total operating costs and expenses	3,471,574	1,863,232	2,908,587	—	4,284,817	4,923,079	1,177,108	1,253,184
Operating income (loss)	153,481	(453,289)	32,688	—	66,401	199,554	52,351	88,745
Interest income	2,442	734	4,578	—	5,312	1,466	515	312
Interest (expense)	(2,319)	(1,044)	(98,068)	(47,691)(d)	(146,803)	(150,734)	(36,371)	(40,353)
Other expense, net	(1,931)	(54)	(128)	—	(182)	(1,292)	(523)	(619)
Income (loss) from continuing operations before income taxes	151,673	(453,653)	(60,930)	—	(75,272)	48,994	15,972	48,085
Income tax expense (benefit) from continuing operations	62,693	(56,109)	(22,147)	52,425 (e)	(25,831)	23,575	7,547	19,916
Income (loss) from continuing operations	88,980	(397,544)	(38,783)	—	$ (49,441)	25,419	8,425	28,169
Loss from discontinued operations, net of tax	(71,106)	(848,371)	—			—	—	—
Net income (loss)	$ 17,874	$ (1,245,915)	$ (38,783)			$ 25,419	$ 8,425	$ 28,169

(a) Reflects additional stock-based compensation expense associated with options issued in exchange for stock rights under the stock rights plan that existed prior to the closing of the acquisition for $6.6 million (see Note 17 to our consolidated financial statements for additional information on our stock-based compensation).

(b) Consists of the following adjustments:

- Increase to rent expense of $1.8 million due to the elimination of the July 31, 2008 deferred rent liability in accordance with the accounting treatment of leases associated with the business combination;
- Increase to management fees paid to Carlyle of $333,000 million (see Note 19 to our consolidated financial statements for additional information regarding the management fees);
- Additional stock-based compensation expense of $13.4 million associated with options issued in exchange for stock rights under the stock rights plan that existed prior to the closing of the acquisition (see Note 17 to our consolidated financial statements for additional information on our stock-based compensation);
- Reversal of $511.7 million for a one-time acceleration of stock rights and the fair value mark-up of redeemable common shares immediately prior to the acquisition; and
- Reversal of certain related transaction costs of $12.2 million.

(c) Reflects amortization expense of intangible assets established as part of purchase accounting and depreciation expense associated with the fair value of fixed assets associated with the acquisition accounted for as a business combination for $14.7 million.

(d) Consists of the following adjustments:

- Reversal of interest expense of $1.0 million recorded during the four months ended July 31, 2008 related to the Predecessor's previous debt outstanding prior to the acquisition; and
- Incurrence of additional interest expense of $48.7 million associated with our new senior credit facilities and mezzanine credit facility established in conjunction with the acquisition.

(e) Reflects tax effect of the cumulative pro forma adjustments.

Financial and Other Highlights — Three Months Ended June 30, 2010

Key financial highlights during the three months ended June 30, 2010 include:

- Revenue increased 9.1% over the three months ended June 30, 2009 driven primarily by the deployment during the three months ended June 30, 2010 of approximately 1,200 net additional consulting staff against funded backlog. Net additional consulting staff reflects newly hired consulting staff net of consulting staff attrition during the twelve months ended June 30, 2010.
- Operating income as a percentage of revenue increased to 6.6% in the three months ended June 30, 2010 from 4.3% in the three months ended June 30, 2009. The increase in operating margin reflects a reduction in the cost of revenue as a percentage of revenue driven by a decrease in acquisition-related expenses and cost efficiencies across our overhead base primarily related to lower indirect labor costs.
- Income from continuing operations before taxes increased to $48.1 million for the three months ended June 30, 2010 from $16.0 million for the three months ended June 30, 2009 due to an increase in operating income of $36.4 million partially offset by a decrease in interest income and an increase in interest expense.

Financial and Other Highlights — Fiscal 2010

We have a broad and diverse contract and client base and no single contract or task order accounted for more than a 10% impact on our revenue growth from pro forma 2009 to fiscal 2010. Key financial highlights during fiscal 2010 include:

- Revenue increased 17.7% over pro forma 2009 driven primarily by the deployment during fiscal 2010 of approximately 1,500 net additional consulting staff against funded backlog. Net additional consulting staff reflects newly hired consulting staff net of consulting staff attrition during fiscal 2010.
- Operating income for fiscal 2010 as a percentage of revenue increased to 3.9% in fiscal 2010 from 1.5% in pro forma 2009. The increase in operating margin reflects a reduction in the cost of revenue as a percentage of revenue driven by a decrease in acquisition-related expenses and cost efficiencies across our overhead base primarily related to lower indirect labor costs. Operating income reflects (i) a $3.1 million reduction in reserves for costs in excess of funding appropriated under existing contracts, (ii) recognition of $3.6 million of profits earned but unrecorded under existing contracts following a comprehensive contract review and (iii) recognition of $2.1 million of profits earned under a contract that was terminated at the request of our counterparty and with our consent.
- Income from continuing operations before taxes for fiscal 2010 was $49.0 million compared to a loss of $75.3 million for pro forma 2009 due to an increase in operating income of $133.2 million partially offset by a decrease in interest income and an increase in interest expense.

Three Months Ended June 30, 2010 Compared to Three Months Ended June 30, 2009

Revenue

Revenue increased to $1,341.9 million in the three months ended June 30, 2010 from $1,229.5 million in the three months ended June 30, 2009, or a 9.1% increase. This revenue increase was primarily driven by the deployment during the three months ended June 30, 2010 of approximately 1,200 net additional consulting staff against funded backlog. Consulting staff increased during the period due to ongoing recruiting efforts,

resulting in additions to consulting staff in excess of attrition. Additions to funded backlog during the twelve months ended June 30, 2010 totaled $5.6 billion, including $1.4 billion in the three months ended June 30, 2010, as a result of the conversion of unfunded backlog to funded backlog, the award of new contracts and task orders under which funding was appropriated and the exercise and subsequent funding of priced options.

Cost of Revenue

Cost of revenue increased to $677.1 million in the three months ended June 30, 2010 from $638.7 million in the three months ended June 30, 2009, or a 6.0% increase, primarily due to increases in salaries and salary-related benefits of $39.0 million and employer retirement plan contributions of $5.1 million. The increase in salaries and salary-related benefits was driven by headcount growth of approximately 1,200 net additional consulting staff during the twelve months ended June 30, 2010 and annual base salary increases. The increase in employer retirement plan contributions was due to an increase in the number of employees who completed one year of service and became eligible to participate in our Employees' Capital Accumulation Plan. This cost of revenue increase was partially offset by decreases in incentive compensation of $3.3 million and $4.1 million in stock-based compensation expense for Rollover and EIP options for Class A common stock and restricted shares, in each case issued in connection with the acquisition (stock-based compensation expense related to Rollover options and restricted shares issued in connection with the acquisition and the initial grant of EIP options, collectively referred to as acquisition-related compensation expenses). The decrease in incentive compensation was primarily due to a decrease in the number of senior personnel eligible for incentive compensation engaged in day-to-day client management roles, and the decrease in acquisition-related compensation expense was primarily due to a decrease in expense recognition compared to the prior three-month period due to the application of the accounting method for recognizing stock-based compensation, which requires higher expenses initially and declining expenses in subsequent years. The decrease in the number of senior personnel eligible for incentive compensation engaged in day-to-day client management roles and the related increase in the number of senior personnel eligible for incentive compensation engaged in internal management, development and strategic planning discussed under general and administrative expenses reflects an internal realignment of such senior personnel to better address the changing needs of our company primarily as a result of business growth generally. Cost of revenue as a percentage of revenue were 50.5% and 51.9% for the three months ended June 30, 2010 and June 30, 2009, respectively.

Billable Expenses

Billable expenses increased to $356.3 million in the three months ended June 30, 2010 from $329.7 million in the three months ended June 30, 2009, or a 8.1% increase, primarily due to increased direct subcontractor expenses of $28.1 million, which were partially offset by decreases for travel and material expenses incurred of $5.4 million. The increase in direct subcontractor expenses was primarily attributable to increased use of subcontractors due to increased funded backlog. Billable expenses as a percentage of revenue were 26.6% and 26.8% for the three months ended June 30, 2010 and June 30, 2009, respectively.

General and Administrative Expenses

General and administrative expenses increased to $200.4 million in the three months ended June 30, 2010 from $184.7 million in the three months ended June 30, 2009, or an 8.5% increase, primarily due to increases in salaries and salary-related benefits of $18.6 million and incentive compensation of $8.0 million, which was primarily due to an increase in the number of senior personnel that became generally eligible for incentive compensation and increased compensation under our annual performance bonus program, as well as an increase in the number of senior personnel eligible for incentive compensation engaged in internal management, development and strategic planning. This increase in general and administrative expenses was also due to increased occupancy expenses of $4.0 million, employer retirement plan contributions of $2.6 million and other expenses associated with increased headcount across our general corporate functions, including finance, accounting, legal, and human resources, to prepare us for operating as a public company and support the increased scale of our business. The increase in general and administrative expenses was partially offset by a decrease of $6.7 million related to travel, recruiting and certain other expenses,

$6.8 million in acquisition-related compensation expense and $5.3 million in professional fees. General and administrative expenses as a percentage of revenue were 14.9% and 15.0% for the three months ended June 30, 2010 and June 30, 2009, respectively.

Depreciation and Amortization

Depreciation and amortization decreased to $19.4 million in the three months ended June 30, 2010 from $24.0 million in the three months ended June 30, 2009, or a 19.2% decrease, primarily due to a decrease of $3.0 million in the amortization of our intangible assets, including below market rate leases and contract backlog, that were recorded in connection with the acquisition and amortized based on contractual lease terms and projected future cash flows, respectively, thereby reflecting higher amortization expense initially, and declining expense in subsequent periods. Intangible asset amortization expense decreased to $2.4 million per month in the three months ended June 30, 2010 compared to $3.4 million per month in the three months ended June 30, 2009.

Interest Income, Interest (Expense) and Other Expense

Interest income is primarily related to interest on late client payments, as well as interest earned on our cash balances. Interest income decreased to $312,000 in the three months ended June 30, 2010 from $515,000 in the three months ended June 30, 2009, or a 39.3% decrease, due to declining interest rates in the marketplace.

Interest expense increased to $40.4 million in the three months ended June 30, 2010 from $36.4 million in the three months ended June 30, 2009, or a 10.9% increase, primarily due to debt incurred in connection with the recapitalization transaction in December 2009. In connection with the recapitalization transaction in December 2009, we amended and restated our senior credit facilities to add the Tranche C term facility. Interest accrued on our approximately $1,563.9 million of debt as of June 30, 2010 at contractually specified rates ranging from 4.0% to 13.0%, and is generally required to be paid to our syndicate of lenders each quarter. Interest expense associated with our senior credit facilities and mezzanine credit facility was $5.1 million higher in the three months ended June 30, 2010 as compared to the three months ended June 30, 2009. Additionally, amortization of debt issuance costs increased by approximately $694,000 over the same period, associated with the addition of debt issuance costs incurred in connection with the recapitalization transaction. This increase in interest expense was partially offset by a decrease of $2.1 million in interest expense related to the deferred payment obligation. In December 2009, we repaid $78.0 million of the original deferred payment obligation plus interest accrued on the deferred payment obligation of $22.4 million. Interest continues to be accrued subsequent to December 2009 on the remaining $80.0 million of the deferred payment obligation.

Other expense increased to $619,000 in the three months ended June 30, 2010 from $523,000 in the three months ended June 30, 2009, or an 18.3% increase.

Income (Loss) from Continuing Operations before Income Taxes

Pre-tax income increased to $48.1 million in the three months ended June 30, 2010 compared to $16.0 million in the three months ended June 30, 2009. This increase was primarily due to revenue growth, cost efficiencies across our overhead base, lower indirect cost spending and lower acquisition-related compensation expense.

Income Tax Expense

Income tax expense increased to $19.9 million in the three months ended June 30, 2010 compared to $7.5 million in the three months ended June 30, 2009, primarily due to higher pre-tax income in the three months ended June 30, 2010 compared to the three months ended June 30, 2009. Our effective tax rate decreased to 41.4% as of June 30, 2010 compared to 47.3% as of June 30, 2009, primarily due to a significant increase in income before income taxes which reduced the impact of certain non-deductible expenses on our effective rate. This effective rate is higher than the statutory rate of 35% primarily due to state taxes and the

limitations on the deductibility of meal and entertainment expenses. The tax expense calculated using this effective tax rate does not equate to current cash tax payments since existing NOLs were used to reduce our tax obligations.

Fiscal 2010 Compared to Pro Forma 2009

Revenue

Revenue increased to $5,122.6 million in fiscal 2010 from $4,351.2 million in pro forma 2009, or a 17.7% increase. This revenue increase was primarily driven by the deployment during fiscal 2010 of approximately 1,500 net additional consulting staff against funded backlog. Consulting staff increased during the period due to ongoing recruiting efforts, resulting in additions to consulting staff in excess of attrition. Additions to funded backlog during fiscal 2010 totaled $5.3 billion as a result of the conversion of unfunded backlog to funded backlog, the award of new contracts and task orders under which funding was appropriated and the exercise and subsequent funding of priced options.

Cost of Revenue

Cost of revenue increased to $2,654.1 million in fiscal 2010 from $2,296.3 million in pro forma 2009, or a 15.6% increase, primarily due to increases in salaries and salary-related benefits of $347.4 million and employer retirement plan contributions of $27.8 million. The increase in salaries and salary-related benefits was driven by headcount growth of approximately 1,500 net additional consulting staff during fiscal 2010. The increase in employer retirement plan contributions was due to an increase in the number of employees who completed one year of service and became eligible to participate in our Employees' Capital Accumulation Plan. The cost of revenue increase was partially offset by decreases in incentive compensation of $13.9 million and $4.5 million in acquisition-related compensation expense. The decrease in incentive compensation was primarily due to a decrease in the number of senior personnel eligible for incentive compensation engaged in day-to-day client management roles, and the decrease in acquisition-related compensation expense was primarily due to a decrease in expense recognition compared to the prior year period due to the application of the accounting method for recognizing stock-based compensation, which requires higher expenses initially and declining expenses in subsequent years. The decrease in the number of senior personnel eligible for incentive compensation engaged in day-to-day client management roles and the related increase in the number of senior personnel eligible for incentive compensation engaged in internal management, development and strategic planning discussed under general and administrative expenses reflects an internal realignment of such senior personnel to better address the changing needs of our company primarily as a result of business growth generally. Cost of revenue was 51.8% and 52.8% of revenue for fiscal 2010 and pro forma 2009, respectively.

Billable Expenses

Billable expenses increased to $1,361.2 million in fiscal 2010 from $1,158.3 million in pro forma 2009, or a 17.5% increase, primarily due to increased direct subcontractor expenses and, to a lesser extent, increases for travel and material expenses incurred to support delivery of additional services to our clients under new and existing contracts. The increase in direct subcontractor expenses was primarily attributable to increased use of subcontractors due to increased funded backlog. Billable expenses as a percentage of revenue were 26.6% for each of fiscal 2010 and pro forma 2009.

General and Administrative Expenses

General and administrative expenses increased to $811.9 million in fiscal 2010 from $723.8 million in pro forma 2009, or a 12.2% increase, primarily due to increases in salaries and salary-related benefits of $51.7 million, increase in employer retirement plan contributions of $40.2 million, increase in occupancy costs of $33.0 million and incentive compensation of $32.0 million, which was primarily due to an increase in the number of senior personnel that became generally eligible for incentive compensation and increased compensation under our annual performance bonus program, as well as an increase in the number of senior

personnel eligible for incentive compensation engaged in internal management, development and strategic planning. This increase in general and administrative expenses was also due to costs associated with review of internal controls of $1.4 million and other expenses associated with increased headcount across our general corporate functions, including finance, accounting, legal, and human resources to prepare us for operating as a public company and support the increased scale of our business. The increase in general and administrative expenses was partially offset by a decrease of $9.0 million in acquisition-related compensation expense, which was principally due to the accounting method for recognizing stock-based compensation expense. The increase in general and administrative expenses was also impacted by a decrease of $16.1 million in fiscal 2010 compared to pro forma 2009 of transaction expenses. Transaction expenses in fiscal 2010 related to the payment of special dividends to holders of record of our Class A common stock, Class B non-voting common stock and Class C restricted stock as of July 29, 2009 and December 8, 2009, and transaction expenses in pro forma 2009 related to the acquisition, including legal, tax and accounting expenses. General and administrative expenses as a percentage of revenue declined to 15.9% from 16.6% for fiscal 2010 and pro forma 2009, respectively, due to our leveraging of our corporate infrastructure over a larger revenue base.

Depreciation and Amortization

Depreciation and amortization decreased to $95.8 million in fiscal 2010 from $106.3 million in pro forma 2009, or a 9.9% decrease, primarily due to a decrease of $17.2 million in the amortization of our intangible assets, including below market rate leases and contract backlog, that were recorded in connection with the acquisition and amortized based on contractual lease terms and projected future cash flows, respectively, thereby reflecting higher amortization expense initially, and declining expense in subsequent periods. Intangible asset amortization expense decreased to $3.4 million per month in fiscal 2010 compared to $4.8 million per month in pro forma 2009.

Interest Income, Interest (Expense) and Other Expense

Interest income decreased to $1.5 million in fiscal 2010 from $5.3 million in pro forma 2009, or a 72.4% decrease, due to declining interest rates in the marketplace as well as lower cash balances resulting from the recapitalization transaction.

Interest expense increased to $150.7 million in fiscal 2010 from $146.8 million in pro forma 2009, or a 2.7% increase, primarily due to debt incurred in connection with the recapitalization transaction in December 2009. This increase also reflects an increase of $2.6 million in amortization of debt issuance costs. Interest accrued on our approximately $1,568.6 million of debt as of March 31, 2010 at contractually specified rates ranging from 4.0% to 13.0%, and is generally required to be paid to our syndicate of lenders each quarter. This increase was partially offset by a decrease in interest expense related to the deferred payment obligation. In December 2009, we repaid $78.0 million of the original deferred payment obligation plus interest accrued on the deferred payment obligation of $22.4 million. Interest continues to be accrued subsequent to December 2009 on the remaining $80.0 million of the deferred payment obligation.

Other expense increased to $1.3 million in fiscal 2010 from $182,000 in pro forma 2009.

Income (Loss) from Continuing Operations before Income Taxes

Pre-tax income (loss) was an income of $49.0 million in fiscal 2010 compared to a loss of $75.3 million in pro forma 2009. This increase was primarily due to revenue growth, cost efficiencies across our overhead base, lower indirect cost spending and lower acquisition-related compensation expense.

Income Tax Expense (Benefit) from Continuing Operations

Income tax expense (benefit) was an expense of $23.6 million in fiscal 2010 compared to a benefit of $25.8 million in pro forma 2009, primarily due to pre-tax income in fiscal 2010 compared to a pre-tax loss in pro forma 2009. The effective tax rate in pro forma 2009 of 34.3% reflects the impact of state taxes and the limitations on the deductibility of meals and entertainment expenses. The tax expense calculated using this

effective tax rate does not equate to current cash tax payments since existing NOLs were used to reduce our tax obligations.

Pro Forma 2009 Compared to Fiscal 2008

Revenue

Revenue increased to $4,351.2 million in pro forma 2009 from $3,625.1 million in fiscal 2008, or a 20.0% increase. This revenue increase was primarily driven by the deployment during pro forma 2009 of approximately 2,700 net additional consulting staff against funded backlog. Additions to funded backlog during pro forma 2009 totaled $4.8 billion as a result of the conversion of unfunded backlog to funded backlog, the award of new contracts and task orders under which funding was appropriated and the exercise and subsequent funding of priced options.

Cost of Revenue

Cost of revenue increased to $2,296.3 million in pro forma 2009 from $2,028.8 million in fiscal 2008, or a 13.2% increase, primarily due to increased salaries and salary-related benefits of $330.9 million, employer retirement plan contributions of $16.3 million and incentive compensation of $4.4 million, partially offset by a decrease in stock-based compensation expense of $7.9 million from fiscal 2008 to pro forma 2009. The increase in salaries and salary-related benefits was driven by headcount growth of approximately 2,700 net additional consulting staff during pro forma 2009. The increase in employer retirement plan contributions was due to an increase in the number of employees who completed one year of service and became eligible to participate in our Employer's Capital Accumulation Plan. Cost of revenue was 52.8% and 56.0% of revenue for pro forma 2009 and fiscal 2008, respectively.

Billable Expenses

Billable expenses increased to $1,158.3 million in pro forma 2009 from $935.5 million in fiscal 2008, or a 23.8% increase, primarily due to an increase in direct subcontractor expenses of $89.9 million to support delivery of additional services to our clients under new and existing contracts. Billable expenses as a percentage of revenue were 26.6% and 25.8% for pro forma 2009 and fiscal 2008, respectively.

General and Administrative Expenses

General and administrative expenses increased to $723.8 million in pro forma 2009 from $474.2 million in fiscal 2008, or a 52.6% increase, primarily due to increases in salaries and salary-related benefits of $33.0 million, incentive compensation of $28.3 million, which was primarily due to an increase in the number of senior personnel that became generally eligible for incentive compensation and increased compensation under our annual performance bonus program. This increase in general and administrative expenses was also due to an increase in employer retirement plan contributions of $19.9 million and other expenses associated with increased headcount across our general corporate functions, including finance, accounting, legal, and human resources to support the increase scale of our business. Additionally, pro forma 2009 included the impact of acquisition-related compensation expense of $55.0 million. The increase also reflects an increase of $14.2 million of transaction expenses related to the acquisition, including legal, tax and accounting expenses. The increase in general and administrative expenses was partially offset by a decrease in occupancy costs of $8.2 million. General and administrative expenses as a percentage of revenue were 16.6% and 13.1% for pro forma 2009 and fiscal 2008, respectively.

Depreciation and Amortization

Depreciation and amortization expenses increased to $106.3 million in pro forma 2009 from $33.1 million in fiscal 2008, primarily due to the amortization of our intangible assets of $57.8 million, including below market rate leases and contract backlog, that were recorded in connection with the acquisition and amortized based on contractual lease terms and projected future cash flows, respectively, thereby reflecting higher amortization expense initially, and declining expense in subsequent periods.

Interest Income, Interest (Expense) and Other Income (Expense)

Interest income increased to $5.3 million in pro forma 2009 from $2.4 million in fiscal 2008, primarily due to interest earned on the additional cash maintained during the twelve months of operations of pro forma 2009.

Interest expense increased to $146.8 million in pro forma 2009 from $2.3 million in fiscal 2008, primarily due to the interest expense incurred associated with our new senior credit facilities, mezzanine credit facility and deferred payment obligation. The increase also reflects amortization of $3.1 million of debt issuance costs.

Other expense decreased to $182,000 in pro forma 2009 from $1.9 million in fiscal 2008.

Income (Loss) from Continuing Operations before Income Taxes

Pre-tax income (loss) was a loss of $75.3 million in pro forma 2009 compared to an income of $151.7 million in fiscal 2008, primarily due to interest expense incurred in connection with our new senior credit facilities and mezzanine credit facility and the deferred payment obligation.

Income Taxes Expense (Benefit) from Continuing Operations

Income tax expense (benefit) was a benefit of $25.8 million in pro forma 2009 compared to an expense of $62.7 million in fiscal 2008, primarily due to a pre-tax loss in pro forma 2009, compared to a pre-tax income in fiscal 2008.

Fiscal 2010 Compared to Eight Months Ended March 31, 2009

Revenue

Revenue increased to $5,122.6 million in fiscal 2010 from $2,941.3 million in the eight months ended March 31, 2009, or a 74.2% increase, primarily due to twelve months of operations included in fiscal 2010 compared to eight months of operations included in the comparison period. This revenue increase was primarily driven by the deployment during fiscal 2010 of approximately 1,500 net additional consulting staff against funded backlog. Additions to funded backlog during fiscal 2010 totaled $5.3 billion as a result of the conversion of unfunded backlog to funded backlog, the award of new contracts and task orders under which funding was appropriated and the exercise and subsequent funding of priced options.

Cost of Revenue

Cost of revenue increased to $2,654.1 million in fiscal 2010 from $1,566.8 million in the eight months ended March 31, 2009, or a 69.4% increase, primarily due to twelve months of operations included in fiscal 2010 compared to eight months of operations included in the comparison period. Increased salaries and salary-related benefits of $987.5 million, employer retirement plan contributions of $76.3 million, incentive compensation of $24.5 million, and acquisition-related compensation expense of $2.1 million also contributed to the increase. The increase in salaries and salary-related benefits was driven by headcount growth of approximately 1,500 net additional consulting staff during fiscal 2010. Cost of revenue was 51.8% and 53.3% of revenue for fiscal 2010 and the eight months ended March 31, 2009, respectively.

Billable Expenses

Billable expenses increased to $1,361.2 million in fiscal 2010 from $756.9 million in the eight months ended March 31, 2009, or a 79.8% increase, primarily due to twelve months of operations included in fiscal 2010 compared to eight months of operations included in the comparison period. An increase in direct subcontractor expenses of $569.7 million and travel expenses of $32.5 million, incurred to support delivery of additional services to our clients under new and existing contracts, also contributed to the increase. Billable expenses as a percentage of revenue were 26.6% and 25.7% for fiscal 2010 and the eight months ended March 31, 2009, respectively.

General and Administrative Expenses

General and administrative expenses increased to $811.9 million in fiscal 2010 from $505.2 million in the eight months ended March 31, 2009, or a 60.7% increase, primarily due to twelve months of operations included in fiscal 2010 compared to eight months of operations included in the comparison period. This increase also reflects increased salaries and salary-related benefits of $124.1 million, incentive compensation of $37.4 million, employer retirement plan contributions of $14.6 million, acquisition-related compensation expense of $4.3 million, and other expenses associated with increased headcount across our general corporate functions, including finance, accounting, legal, and human resources, to prepare us for operating as a public company and to support the increased scale of our business. General and administrative expenses as a percentage of revenue were 15.9% and 17.2% for fiscal 2010 and the eight months ended March 31, 2009, respectively. General and administrative expenses as a percentage of revenue declined in fiscal 2010 as compared to the eight months ended March 31, 2009 as we continued to leverage our corporate infrastructure over a larger revenue base.

Depreciation and Amortization

Depreciation and amortization increased to $95.8 million in fiscal 2010 from $79.7 million in the eight months ended March 31, 2009, or a 20.2% increase, primarily due to twelve months of operations included in fiscal 2010 compared to eight months of operations included in the comparison period. This increase also reflects the amortization of certain of our intangible assets, including below-market rate leases and contract backlog, that were recorded in connection with the acquisition and amortized based on contractual lease terms and projected future cash flows, respectively.

Interest Income and Interest (Expense)

Our interest income decreased to $1.5 million in fiscal 2010 from $4.6 million in the eight months ended March 31, 2009, or a decrease of 68.0%, due to declining interest rates in the marketplace, as well as lower cash balances resulting from the recapitalization transaction.

Interest expense increased to $150.7 million in fiscal 2010 from $98.1 million in the eight months ended March 31, 2009, or a 53.7% increase, primarily due to twelve months of operations included in fiscal 2010 compared to eight months of operations included in the comparison period. Debt incurred in connection with the recapitalization transaction in December 2009 also contributed to the increase. In connection with the recapitalization transaction in December 2009, we amended and restated our senior credit facilities to add the Tranche C term facility. Interest accrued on our approximately $1,568.6 million of debt as of March 31, 2010 at contractually specified rates ranging from 4.0% to 13.0%, and is generally required to be paid to our syndicate of lenders each quarter. In December 2009, we also repaid $78.0 million of the original deferred payment obligation plus interest accrued on the deferred payment obligation of $22.4 million. Interest continues to be accrued subsequent to December 2009 on the remaining $80.0 million of the deferred payment obligation.

Income (Loss) from Continuing Operations before Income Taxes

Pre-tax income (loss) was an income of $49.0 million in fiscal 2010 compared to a loss of $60.9 million in the eight months ended March 31, 2009. This increase was primarily due to stronger revenue growth, cost efficiency across our overhead base and lower indirect costs.

Income Tax Expense (Benefit) from Continuing Operations

Income tax expense (benefit) was an expense of $23.6 million in fiscal 2010 compared to a benefit of $22.1 million in the eight months ended March 31, 2009, primarily due to a pre-tax income in fiscal 2010 as opposed to a pre-tax loss in the eight months ended March 31, 2009.

Our effective tax rate increased from 36.3% as of March 31, 2009 to an annual rate of 48.1% as of March 31, 2010. This effective rate is higher than the statutory rate of 35% primarily due to state taxes and

the limitations on the deductibility of meal and entertainment expenses. The tax expense calculated using this effective tax rate does not equate to current cash tax payments since existing NOLs were used to reduce our tax obligations.

Eight Months Ended March 31, 2009 Compared to Four Months Ended July 31, 2008

Revenue

Revenue increased to $2,941.3 million in the eight months ended March 31, 2009 from $1,409.9 million in the four months ended July 31, 2008, or a 108.6% increase, primarily due to eight months of operations included in the eight months ended March 31, 2009 compared to four months of operations included in the comparison period.

Cost of Revenue

Cost of revenue increased to $1,566.8 million in the eight months ended March 31, 2009 from $723.0 million in the four months ended July 31, 2008, or a 116.7% increase, primarily due to eight months of operations included in the eight months ended March 31, 2009 compared to four months of operations included in the comparison period. In the eight months ended March 31, 2009, we experienced increased salaries and salary-related benefits of $692.1 million, employer retirement plan contributions of $56.1 million, acquisition-related compensation expense of $20.5 million, and incentive compensation of $45.3 million. The increase in salary and salary-related benefits resulted from our need to staff new contract and task order awards as well as additional work under existing contracts. Cost of revenue was 53.3% and 51.3% of revenue for the eight months ended March 31, 2009 and the four months ended July 31, 2008, respectively.

Billable Expenses

Billable expenses increased to $756.9 million in the eight months ended March 31, 2009 from $401.4 million in the four months ended July 31, 2008, or a 88.6% increase, primarily due to eight months of operations included in the eight months ended March 31, 2009 compared to four months of operations included in the comparison period. Billable expenses as a percentage of revenue were 25.7% and 28.5% in the eight months ended March 31, 2009 and the four months ended July 31, 2008, respectively. The decrease in billable expenses as a percentage of revenue in the eight months ended March 31, 2009 was due to a higher proportion of subcontractor and material spending in the four months ended July 31, 2008.

General and Administrative Expenses

General and administrative expenses decreased to $505.2 million in the eight months ended March 31, 2009 from $726.9 million in the four months ended July 31, 2008, or a 30.5% decrease, primarily related to stock-based compensation expense of $511.7 million associated with a one-time acceleration of stock rights and the fair value mark-up of redeemable common shares immediately prior to the acquisition in July 2008 compared to $41.6 million of acquisition-related compensation expense in the eight months ended March 31, 2009. The decrease was partially offset by an increase in salaries and salary-related expenses of $69.4 million, incentive compensation of $28.9 million, and other expenses during the eight months ended March 31, 2009 as we increased headcount across our general corporate functions following the acquisition. General and administrative expenses as a percentage of revenue were 17.2% and 51.6% in the eight months ended March 31, 2009 and the four months ended July 31, 2008, respectively.

Depreciation and Amortization

Depreciation and amortization increased to $79.7 million in the eight months ended March 31, 2009 from $11.9 million in the four months ended July 31, 2008 primarily due to the amortization of certain of our intangible assets recorded in connection with the acquisition. The increase also reflects eight months of operations included in the eight months ended March 31, 2009 compared to four months of operations included in the comparison period.

Interest Income and Interest (Expense)

Interest income increased to $4.6 million in the eight months ended March 31, 2009 from $734,000 in the four months ended July 31, 2008 primarily due to eight months of operations included in the eight months ended March 31, 2009 compared to four months of operations included in the comparison period. Interest earned on the additional cash maintained during the eight months ended March 31, 2009 also contributed to this increase.

Interest expense increased to $98.1 million in the eight months ended March 31, 2009 from $1.0 million in the four months ended July 31, 2008 primarily due to debt incurred in connection with the acquisition. Prior to the acquisition, our debt consisted of an unsecured line of credit in the amount of $245.0 million, which accrued interest at an interest rate of 3.05% for the four months ended July 31, 2008. In connection with the acquisition in July 2008, we incurred significant interest-bearing debt with a syndicate of lenders which held two term loans under our senior credit facilities (Tranche A and Tranche B) and a mezzanine loan under our mezzanine credit facility. During the eight months ended March 31, 2009, interest accrued on our debt at contractually specified rates ranging from 4.0% to 13.0%, and was generally paid to our syndicate of lenders each quarter. Additionally, in connection with the acquisition, we incurred a $158.0 million deferred payment obligation, which accrues interest at a rate of 5.0% per six-month period.

Income (Loss) from Continuing Operations before Income Taxes

Pre-tax loss decreased to a loss of $60.9 million in the eight months ended March 31, 2009 from a loss of $453.7 million in the four months ended July 31, 2008, or a 86.6% decrease, primarily due to stock-based compensation expense related to a one-time acceleration of stock rights and the fair value mark-up of redeemable common stock in connection with the acquisition and significant transaction related costs in the four months ended July 31, 2008, partially offset by increased interest expense associated with the debt incurred as part of the acquisition and the recognition of stock compensation expense related to new stock option plans following the acquisition.

Income Tax Expense (Benefit) from Continuing Operations

Income tax benefit decreased to a benefit of $22.1 million in the eight months ended March 31, 2009 from a benefit of $56.1 million in the four months ended July 31, 2008, or a 60.5% decrease, primarily due to a decrease in the pre-tax loss in the eight months ended March 31, 2009 compared to the four months ended July 31, 2008, and the tax treatment of certain costs related to the acquisition. Our effective tax rate of 12.4% for the four months ended July 31, 2008 was reflective of non-deductible acquisition-related costs incurred during the period, primarily equity compensation, for which there was no corresponding tax benefit. The effective tax rate of 36.3% for the eight months ended March 31, 2009 was higher than the statutory rate of 35% primarily due to state taxes.

Four Months Ended July 31, 2008 Compared to Fiscal 2008

Revenue

Revenue decreased to $1,409.9 million in the four months ended July 31, 2008 from $3,625.1 million in fiscal 2008, or a 61.1% decrease, primarily due to four months of operations included in the four months ended July 31, 2008 compared to twelve months of operations included in fiscal 2008.

Cost of Revenue

Cost of revenue decreased to $723.0 million in the four months ended July 31, 2008 from $2,028.8 million in fiscal 2008, or a 64.4% decrease, primarily due to four months of operations included in the four months ended July 31, 2008 compared to twelve months of operations included in fiscal 2008. Cost of revenue was 51.3% and 56.0% of revenue for the four months ended July 31, 2008 and fiscal 2008, respectively.

Billable Expenses

Billable expenses decreased to $401.4 million in the four months ended July 31, 2008 from $935.5 million in fiscal 2008, or a 57.1% decrease, primarily due to four months of operations included in the four months ended July 31, 2008 compared to twelve months of operations included in fiscal 2008. Billable expenses as a percentage of revenue were 28.5% and 25.8% for the four months ended July 31, 2008 and fiscal 2008, respectively.

General and Administrative Expenses

General and administrative expenses increased to $726.9 million in the four months ended July 31, 2008 from $474.2 million in fiscal 2008, or a 53.3% increase, primarily due to stock-based compensation expense of $511.7 million associated with a one-time acceleration of stock rights and the fair value mark-up of redeemable common shares immediately prior to the acquisition. General and administrative expenses as a percentage of revenue were 51.6% and 13.1% for the four months ended July 31, 2008 and fiscal 2008, respectively. General and administrative expenses as a percentage of revenue for the four months ended July 31, 2008 were significantly higher due to the stock-based compensation expense recorded in connection with the acquisition.

Depreciation and Amortization

Depreciation and amortization expenses decreased to $11.9 million in the four months ended July 31, 2008 from $33.1 million in fiscal 2008, or a 63.9% decrease, primarily due to four months of operations included in the four months ended July 31, 2008 compared to twelve months of operations included in fiscal 2008.

Interest Income and Interest (Expense)

Interest income decreased to $734,000 in the four months ended July 31, 2008 from $2.4 million in fiscal 2008, or a 69.9% decrease, primarily due to four months of operations included in the four months ended July 31, 2008 compared to twelve months of operations included in fiscal 2008.

Interest expense decreased to $1.0 million in the four months ended July 31, 2008 from $2.3 million in fiscal 2008, or a 55.0% decrease, primarily due to four months of operations included in the four months ended July 31, 2008 compared to twelve months of operations included in fiscal 2008.

Income (Loss) from Continuing Operations before Income Taxes

Pre-tax income (loss) was a loss of $453.7 million in the four months ended July 31, 2008 compared to income of $151.7 million in fiscal 2008, primarily due to the increased stock compensation expense related to a one-time acceleration of stock rights and the fair value mark-up of redeemable common stock in anticipation of the acquisition.

Income Taxes Expense (Benefit) from Continuing Operations

Income tax expense (benefit) was a benefit of $56.1 million in the four months ended July 31, 2008 compared to an expense of $62.7 million in fiscal 2008, primarily due to a pre-tax loss for the four months ended July 31, 2008 compared to a pre-tax income in fiscal 2008. Our effective tax rate of 41.3% for fiscal 2008 was higher than the statutory rate of 35%, primarily due to state taxes and equity compensation. Our effective tax rate of 12.4% for the four months ended July 31, 2008 reflected a reduction to the calculated tax benefit at the U.S. statutory and state income tax rate due to non-deductible acquisition-related costs incurred during the period, primarily equity compensation, for which there was no corresponding tax benefit.

Liquidity and Capital Resources

We have historically funded our operations, debt payments, capital expenditures, and discretionary funding needs from our cash from operations. We had $420.9 million, $307.8 million and $300.6 million in cash and cash equivalents as of March 31, 2009, March 31, 2010 and June 30, 2010, respectively. Our long-

term debt amounted to $1,220.5 million, $1,546.8 million, and $1,542.1 million as of March 31, 2009, March 31, 2010, and June 30, 2010, respectively. Our long-term debt bears interest at specified rates and is held by a syndicate of lenders (see Note 11 in our consolidated financial statements).

We expect to use all of the net proceeds of this offering to repay $ million of the term loan under our mezzanine credit facility, which was $545.3 million as of June 30, 2010, and pay a related prepayment penalty of $. As of June 30, 2010, on a pro forma basis after giving effect to this offering and the use of the net proceeds therefrom, we would have had outstanding approximately $ million in total indebtedness. On August 2, 2010, we repaid $85.0 million of indebtedness under our mezzanine credit facility and paid a $2.6 million associated prepayment penalty. We will recognize write-offs of certain deferred financing costs and original issue discount associated with that repaid debt. Following the completion of this offering and the use of the net proceeds therefrom, our primary sources of liquidity will be cash flow from operations, either from the payment of invoices for work performed or for advances in excess of costs incurred, and available borrowings under our senior credit facilities.

Our primary uses of cash following this offering will be for:

- operating expenses, including salaries;
- working capital requirements to fund the growth of our business;
- capital expenditures which primarily relate to the purchase of computers, business systems, furniture and leasehold improvements to support our operations; and
- debt service requirements for borrowings under our senior credit facilities and mezzanine credit facility.

We do not currently intend to declare or pay dividends, including special dividends on our Class A common stock, for the foreseeable future. Our ability to pay dividends to our shareholders is limited as a practical matter by restrictions in the credit agreements governing our senior credit facilities and mezzanine credit facility. Any future determination to pay a dividend is subject to the discretion of our Board, and will depend upon various factors, including our results of operations, financial condition, liquidity requirements, restrictions that may be imposed by applicable law and our contracts, our ability to negotiate amendments to the credit agreements governing our senior credit facilities and mezzanine credit facility, and other factors deemed relevant by our Board and our creditors.

By selling shares of our Class A common stock to the public in this offering, we will be able to expand ownership in the firm, gain access to the public capital markets, and pay off a portion of the indebtedness that we incurred in connection with the recapitalization transaction. We do not expect our transition to or existence as a public company to affect our client focus or our internal culture.

Generally, cash provided by operating activities has been adequate to fund our operations. Due to fluctuations in our cash flows and the growth in our operations, it may be necessary from time to time in the future to borrow under our credit facilities to meet cash demands. We anticipate that cash provided by operating activities, cash and cash equivalents, and borrowing capacity under our revolving credit facility will be sufficient to meet our anticipated cash requirements for the next twelve months.

Cash Flows

Cash received from clients, either from the payment of invoices for work performed or for advances in excess of costs incurred, is our primary source of cash. We generally do not begin work on contracts until funding is appropriated by the client. Billing timetables and payment terms on our contracts vary based on a number of factors, including whether the contract type is cost-reimbursable, time-and-materials, or fixed-price. We generally bill and collect cash more frequently under cost-reimbursable and time-and-materials contracts, as we are authorized to bill as the costs are incurred or work is performed. In contrast, we may be limited to bill certain fixed-price contracts only when specified milestones, including deliveries, are achieved. A number of our contracts may provide for performance-based payments, which allow us to bill and collect cash prior to completing the work.

Accounts receivable is the principal component of our working capital and is generally driven by revenue growth with other short-term fluctuations related to the payment practices of our clients. Our accounts receivable reflect amounts billed to our clients as of each balance sheet date. Our clients generally pay our invoices within 30 days of the invoice date. At any month-end, we also include in accounts receivable the revenue that was recognized in the preceding month, which is generally billed early in the following month. Finally, we include in accounts receivable amounts related to revenue accrued in excess of amounts billed, primarily on our fixed-price contracts and cost-plus-award-fee contracts. The total amount of our accounts receivable can vary significantly over time, but is generally sensitive to revenue levels. Total accounts receivable (billed and unbilled combined, net of allowance for doubtful accounts) days sales outstanding, or DSO, was 91, 79, and 74 as of March 31, 2008, March 31, 2009, and March 31, 2010, respectively. DSO was 75 and 69 as of June 30, 2009 and 2010, respectively.

The table below sets forth our net cash flows for continuing operations for the periods presented.

	Predecessor		The Company			
	Twelve Months Ended March 31, 2008	Four Months Ended July 31, 2008	Eight Months Ended March 31, 2009	Twelve Months Ended March 31, 2010	Three Months Ended June 30, 2009	Three Months Ended June 30, 2010
					(Unaudited)	(Unaudited)
	(In thousands)					
Net cash provided by (used in) operating activities	$ 43,791	$ (26,548)	$ 180,709	$ 270,484	$(61,711)	$ 10,011
Net cash used in investing activities	(38,527)	(162,976)	(1,660,518)	(10,991)	(6,568)	(14,829)
Net cash (used in) provided by financing activities	(1,413)	211,112	1,900,711	(372,560)	(3,025)	(2,406)
Total increase (decrease) in cash and cash equivalents	$ 3,851	$ 21,588	$ 420,902	$(113,067)	$(71,304)	$ (7,224)

Net Cash from Operating Activities

Net cash from operations is primarily affected by the overall profitability of our contracts, our ability to invoice and collect from our clients in a timely manner, and our ability to manage our vendor payments. Net cash provided by operations was $10.0 million in the three months ended June 30, 2010, compared to net cash used in operations of $61.7 million in the three months ended June 30, 2009. The increase in net cash provided by operations in the three months ended June 30, 2010 compared to the three months ended June 30, 2009 was primarily due to net income growth and improved collections of accounts receivable, partially offset by increased cash used for accrued compensation and benefits.

During fiscal 2010, our net cash provided by operations was $270.5 million, compared to $180.7 million in the eight months ended March 31, 2009 and net cash used in operations of $26.5 million in the four months ended July 31, 2008. The increase in net cash provided by operations in fiscal 2010 compared to the eight months ended March 31, 2009 was primarily due to the twelve months of operations included in fiscal 2010 compared to eight months included in the eight months ended March 31, 2009. This increase was also due to improved management of vendor payments and improved cash collection in fiscal 2010, partially offset by accrued compensation and benefits, which included payment of employee bonuses and annual funding of the Employees' Capital Accumulation Plan, our defined contribution plan.

The increase in net cash provided by operations in the eight months ended March 31, 2009 compared to the four months ended July 31, 2008 was primarily due to the eight months of operations included in the eight months ended March 31, 2009 compared to four months included in the four months ended July 31, 2008. This increase was also due to a loss from discontinued operations in the four months ended July 31, 2008 and transaction costs related to the acquisition in the four months ended July 31, 2008.

Net cash used in operations of the Predecessor was $26.5 million in the four months ended July 31, 2008 compared to net cash provided by operations of $43.8 million in fiscal 2008, primarily due to a loss from discontinued operations in the four months ended July 31, 2008, as well as transaction costs related to the acquisition during that period.

Net Cash from Investing Activities

Net cash used in investing activities was $14.8 million in the three months ended June 30, 2010, compared to $6.6 million in the three months ended June 30, 2009. The increase in net cash used in investing activities in the three months ended June 30, 2010 compared to the three months ended June 30, 2009 was primarily due to an increase in capital expenditures and expenditures for internally developed software.

Net cash used in investing activities was $11.0 million for fiscal 2010 compared to $1,660.5 million in the eight months ended March 31, 2009 and $163.0 million in the four months ended July 31, 2008. The decrease in fiscal 2010 compared to the eight months ended March 31, 2009 and the increase in the eight months ended March 31, 2009 compared to the four months ended July 31, 2008, were primarily due to $1.6 billion of cash paid in connection with the acquisition, net of cash acquired of $28.7 million, which was recorded in the eight months ended March 31, 2009. In fiscal 2010, this was partially offset by an increase in capital expenditures and expenditures for internally developed software.

Net cash used in investing activities of the Predecessor was $163.0 million in the four months ended July 31, 2008 compared to $38.5 million in fiscal 2008, primarily due to the Predecessor's investments of $153.7 million in its discontinued operations during the four months ended July 31, 2008.

Net Cash from Financing Activities

Net cash from financing activities are primarily associated with proceeds from debt and the repayment thereof. Net cash used in financing activities was $2.4 million in the three months ended June 30, 2010, compared to $3.0 million in the three months ended June 30, 2009. The decrease in net cash used in financing activities in the three months ended June 30, 2010 compared to the three months ended June 30, 2009 was primarily due to the repayment of debt of $5.5 million, partially offset by stock option exercises of $2.5 million and $552,000 of excess tax benefit from the exercise of stock options.

Net cash used in financing activities was $372.6 million in fiscal 2010, compared to net cash provided by financing activities of $1,900.7 million in the eight months ended March 31, 2009 and net cash provided by financing activities of $211.1 million in the four months ended July 31, 2008. The increase in net cash used in financing activities in fiscal 2010 compared to the eight months ended March 31, 2009 was primarily due to the payment of $612.4 million in special dividends and repayment of $100.4 million of the deferred payment obligation and related accrued interest, partially offset by net proceeds of $341.3 million from loans under Tranche C of our senior credit facilities. The increase in net cash used in financing activities in the eight months ended March 31, 2009 compared to the four months ended July 31, 2008 was primarily due to several factors relating to the acquisition, including proceeds of $1.2 billion related to our senior credit facilities and our mezzanine credit facility (offset by debt issuance costs of $45.0 million) and proceeds from the issuance of common stock in connection with the acquisition of $956.5 million, partially offset by repayment of $251.1 million of outstanding debt, which were recorded in the eight months ended March 31, 2008.

Net cash provided by financing activities of the Predecessor was $211.1 million in the four months ended July 31, 2008 compared to net cash used in financing activities of $1.4 million in fiscal 2008, primarily due to proceeds from debt of $227.5 million during the four months ended July 31, 2008.

Indebtedness

In connection with the acquisition, we entered into a series of financing transactions. See "The Acquisition and Recapitalization Transaction" and "Description of Certain Indebtedness."

In connection with the acquisition, Booz Allen Hamilton, as borrower, and Booz Allen Investor, as guarantor, entered into our senior credit facilities. Our senior credit facilities consist of a $125.0 million

Tranche A term facility, a $585.0 million Tranche B term facility, a $350.0 million Tranche C term facility and a $245.0 million revolving credit facility. As of March 31, 2010, we had $110.8 million outstanding under the Tranche A term facility, $566.8 million outstanding under the Tranche B term facility, and $345.8 million outstanding under the Tranche C term facility. As of March 31, 2010, no amounts had been drawn under the revolving credit facility. As of March 31, 2010, we were contingently liable under open standby letters of credit and bank guarantees issued by our banks in favor of third parties that total $1.4 million. These letters of credit and bank guarantees primarily relate to leases and support of insurance obligations. These instruments reduce our available borrowings under the revolving credit facility. As of March 31, 2010, we had $222.4 million of capacity available for additional borrowings under the revolving credit facility (excluding the $21.3 million commitment by the successor entity to Lehman Brothers Commercial Bank). As of June 30, 2010, we had $107.8 million outstanding under the Tranche A term facility, $565.7 million outstanding under the Tranche B term facility, and $345.1 million outstanding under the Tranche C term facility. As of June 30, 2010, no amounts had been drawn under the revolving credit facility. As of June 30, 2010, we were contingently liable under open standby letters of credit and bank guarantees issued by our banks in favor of third parties that total $1.3 million. These letters of credit and bank guarantees primarily relate to leases and support of insurance obligations. These instruments reduce our available borrowings under the revolving credit facility. As of June 30, 2010, we had $222.4 million of capacity available for additional borrowings under the revolving credit facility (excluding the $21.3 million commitment by the successor entity to Lehman Brothers Commercial Bank).

In connection with the acquisition, Booz Allen Hamilton, as borrower, and Booz Allen Investor, as guarantor, entered into our mezzanine credit facility, which consists of a $550.0 million term loan. As of March 31, 2010, we had $545.2 million of term loans outstanding under our mezzanine credit facility. As of June 30, 2010, we had $545.3 million of term loans outstanding under our mezzanine credit facility. On August 2, 2010, we repaid approximately $85.0 million of indebtedness under our mezzanine credit facility and paid a $2.6 million associated prepayment penalty. We will recognize write-offs of certain deferred financing costs and original issue discount associated with that repaid debt.

The loans under our senior credit facilities are secured by substantially all of our assets and none of such assets will be available to satisfy the claims of our general creditors. The credit agreement governing our senior credit facilities requires the maintenance of certain financial and non-financial covenants. The loans under our mezzanine credit facility are unsecured, and likewise the credit agreement governing our mezzanine credit facility requires the maintenance of certain financial and non-financial covenants, including limitations on indebtedness and liens; mergers, consolidations and dissolutions; dispositions of property; restricted payments; investments and acquisitions; sale and leaseback transactions; transactions with affiliates; and limitations on activities.

In addition, we are required to meet the following financial maintenance covenants at each quarter-end:

- *Consolidated Total Leverage Ratio* — the ratio of total leverage as of the last day of the quarter (defined as the aggregate principal amount of all funded debt, less cash, cash equivalents and permitted liquid investments) to the preceding four quarters' "Consolidated EBITDA" (as defined in the credit agreements governing the credit facilities). For the period ended March 31, 2010, this ratio was required to be less than or equal to 5.75 to 1.0 to comply with our senior credit facilities, and less than 6.9 to 1.0 to comply with our mezzanine credit facility. As of March 31, 2010, we were in compliance with our consolidated total leverage ratio. For the period ended June 30, 2010, this ratio was required to be less than or equal to 5.5 to 1.0 to comply with our senior credit facilities, and less than 6.6 to 1.0 to comply with our mezzanine credit facility. As of June 30, 2010, we were in compliance with our consolidated total leverage ratio. The ratios for the period ending September 30, 2010 will remain unchanged from those in effect for the period ended June 30, 2010. Effective December 31, 2010, these ratios will decrease to 5.0 to 1.0 for our senior credit facilities and 6.0 to 1.0 for our mezzanine credit facility.
- *Consolidated Net Interest Coverage Ratio* — the ratio of the preceding four quarters' "Consolidated EBITDA" (as defined in our senior credit facilities) to net interest expense for the preceding four

quarters (defined as cash interest expense, less the sum of cash interest income and one-time financing fees (to the extent included in consolidated interest expense)). For the period ended March 31, 2010, this ratio was required to be greater than or equal to 1.7 to 1.0 to comply with our senior credit facilities. As of March 31, 2010, we were in compliance with our consolidated net interest coverage ratio. For the period ended June 30, 2010, this ratio was required to be greater than or equal to 1.8 to 1.0 to comply with our senior credit facilities. As of June 30, 2010, we were in compliance with our consolidated net interest coverage ratio. The ratio for the period ending September 30, 2010 will remain unchanged from the ratio in effect for the period ended June 30, 2010. Effective December 31, 2010, this ratio will increase to 1.9 to 1.0.

Capital Structure and Resources

Our stockholders' equity amounted to $509.6 million as of March 31, 2010, a decrease of $550.8 million compared to stockholders' equity of $1,060.3 million as of March 31, 2009, due to the special dividend paid in July 2009 and the special dividend paid in December 2009 in connection with the recapitalization transaction described above, as well as the reclassification of $33.6 million from additional paid-in capital to other long-term liabilities related to the reduction to one cent of the strike price of options vested and not yet exercised that would have had an exercise price below zero as a result of the December 2009 dividend. This difference between one cent and the reduced value for shares vested and not yet exercised is reflected in other long-term liabilities on the March 31, 2010 balance sheet, and is to be paid in cash upon exercise of the options. This decrease was partially offset by net income of $25.4 million for fiscal 2010. Our stockholders' equity amounted to $552.7 million as of June 30, 2010, an increase of $43.1 million compared to stockholders' equity of $509.6 million as of March 31, 2010 primarily due to net income of $28.2 million in the three months ended June 30, 2010, and stock-based compensation expense of $15.7 million.

Quantitative and Qualitative Disclosures of Market Risk

Our exposure to market risk for changes in interest rates relates primarily to our outstanding debt, and cash and cash equivalents consisting primarily of funds invested in U.S. government insured money-market accounts and prime money-market funds. As of March 31, 2010 and June 30, 2010, we had $307.8 million and $300.6 million, respectively, in cash and cash equivalents and Treasury bills. The interest expense associated with our term loans and any loans under our revolving credit facility will vary with market rates.

Our exposure to market risk for changes in interest rates related to our outstanding debt is somewhat mitigated as the term loans under the Tranche B term facility and Tranche C term facility have LIBOR floors of 3% and 2%, respectively. A significant rise above current interest rate levels would be required to increase our interest expense related to Tranche B and Tranche C. An increase in market interest rates could result in increased interest expense associated with Tranche A, which accounted for 7.1% and 7.0% of our outstanding debt as of March 31, 2010 and June 30, 2010, respectively, and which does not have a LIBOR floor. A hypothetical 1% increase in interest rates would have increased interest expense related to the term facilities under our senior credit facilities by approximately $1.2 million in fiscal 2010 and $0.3 million in the three months ended June 30, 2010, and likewise decreased our income and cash flows. A hypothetical increase of LIBOR to 4% would have increased interest expense related to all term facilities under our senior credit facilities by approximately $16.9 million in fiscal 2010 and $5.2 million in the three months ended June 30, 2010, and likewise decreased our income and cash flows. As of August 18, 2010, one-month LIBOR was 0.27%. The interest rate on our term loans under our mezzanine credit facility is fixed at 13.0%.

The return on our cash and cash equivalents balance as of March 31, 2010 and June 30, 2010 was less than 1%. Therefore, although investment interest rates may continue to decrease in the future, the corresponding impact to our interest income, and likewise to our income and cash flow, would not be material.

We do not use derivative financial instruments in our investment portfolio and have not entered into any hedging transactions.

Off-Balance Sheet Arrangements

As of June 30, 2010, we did not have any off-balance sheet arrangements.

Contractual Obligations

The following tables summarize our contractual obligations that require us to make future cash payments as of March 31, 2010 on a historical basis and on an as adjusted basis. For contractual obligations, we included payments that we have an unconditional obligation to make. The as adjusted contractual obligations presented below give effect to this offering and the use of the net proceeds therefrom as if these transactions occurred on March 31, 2010.

	Payments Due by Period				
Contractual Obligations:	**Total**	**Less Than 1 Year**	**1 to 3 Years**	**3 to 5 Years**	**More Than 5 Years**
			(In thousands)		
Long-term debt(a)	$ 1,587,850	$ 21,850	$ 56,200	$ 81,200	$ 1,428,600
Operating lease obligations	287,676	74,447	106,777	69,886	36,566
Interest on indebtedness	812,118	141,677	279,989	272,898	117,554
Deferred payment obligation(b)	63,435	—	—	—	63,435
Liability to Rollover option holders(c)	54,351	6,976	29,422	17,953	—
Tax liabilities for uncertain tax positions — FIN 48(d)	100,178	18,573	40,154	41,451	—
Other	13,319	—	—	13,319	—
Total contractual obligations	$ 2,918,927	$ 263,523	$512,542	$496,707	$ 1,646,155

	Payments Due by Period				
As Adjusted Contractual Obligations:	**Total**	**Less Than 1 Year**	**1 to 3 Years**	**3 to 5 Years**	**More Than 5 Years**
			(In thousands)		
Long-term debt(a)	$	$	$	$	$
Operating lease obligations	287,676	74,447	106,777	69,886	36,566
Interest on indebtedness					
Deferred payment obligation(b)	63,435	—	—	—	63,435
Liability to Rollover option holders(c)	54,351	6,976	29,422	17,953	—
Tax liabilities for uncertain tax positions — FIN 48(d)	100,178	18,573	40,154	41,451	—
Other	13,319	—	—	13,319	—
Total contractual obligations	$	$	$	$	$

(a) See Note 11 to our consolidated financial statements for additional information regarding debt and related matters.

(b) Includes $17.6 million deferred payment obligation balance, plus current and future interest accruals.

(c) Reflects liabilities to holders of stock options issued under our Officers' Rollover Stock Plan related to the reduction in the exercise price of such options as a result of the July 2009 dividend and the December 2009 dividend.

(d) Includes $62.4 million of tax liabilities offset by amounts owed under the deferred payment obligation. The remainder is related to other tax liabilities.

In the normal course of business, we enter into agreements with subcontractors and vendors to provide products and services that we consume in our operations or that are delivered to our clients. These products and services are not considered unconditional obligations until the products and services are actually delivered, at which time we record a liability for our obligation.

Capital Expenditures

Since we do not own any of our own facilities, our capital expenditure requirements primarily relate to the purchase of computers, business systems, furniture and leasehold improvements to support our operations. Direct costs billed to clients are not treated as capital expenses. Our capital expenditures for fiscal 2010 and the three months ended June 30, 2010 were $49.3 million and $16.2 million, respectively, and the majority of such capital expenditures related to facilities infrastructure, equipment, and information technology. Expenditures for facilities infrastructure and equipment are generally incurred to support new and existing programs across our business. We also incur capital expenditures for IT to support programs and general enterprise information technology infrastructure.

Commitments and Contingencies

We are subject to a number of reviews, investigations, claims, lawsuits, and other uncertainties related to our business. For a discussion of these items, refer to Note 19 to our consolidated financial statements.

BUSINESS

Overview

We are a leading provider of management and technology consulting services to the U.S. government in the defense, intelligence and civil markets. We are a well-known, trusted and long-term partner to our clients, who seek our expertise and objective advice to address their most important and complex problems. Leveraging our 95-year consulting heritage and a talent base of approximately 23,800 people, we deploy our deep domain knowledge, functional expertise and experience to help our clients achieve their objectives. We have a collaborative culture, supported by our operating model, which helps our professionals identify and respond to emerging trends across the markets we serve and delivers enduring results for our clients. We have grown our revenue organically, without relying on acquisitions, at an 18% CAGR over the 15-year period ended March 31, 2010, reaching $5.1 billion in revenue in fiscal 2010. Our revenue growth has exceeded that of the government services businesses of each of our primary competitors over the last three years.

We were founded in 1914 by Edwin Booz, one of the pioneers of management consulting. In 1940, we began serving the U.S. government by advising the Secretary of the Navy in preparation for World War II. As the needs of our clients have grown more complex, we have expanded beyond our management consulting foundation to develop deep expertise in technology, engineering, and analytics. Today, we serve substantially all of the cabinet-level departments of the U.S. government. Our major clients include the Department of Defense, all branches of the U.S. military, the U.S. Intelligence Community, and civil agencies such as the Department of Homeland Security, the Department of Energy, the Department of Health and Human Services, the Department of the Treasury and the Environmental Protection Agency. We support these clients in addressing complex and pressing challenges such as combating global terrorism, improving cyber capabilities, transforming the healthcare system, improving efficiency and managing change within the government and protecting the environment.

We have strong and longstanding relationships with a diverse group of clients at all levels of the U.S. government. We derived 98% of our revenue in fiscal 2010 from services provided to over 1,300 client organizations across the U.S. government under more than 4,900 contracts and task orders. The single largest entity that we served in fiscal 2010 was the U.S. Army which represented 15% of our revenue in that period. Further, we have served our top ten clients, or their predecessor organizations, for an average of over 20 years. We derived 87% of our revenue in fiscal 2010 from engagements for which we acted as the prime contractor. Also during fiscal 2010, we achieved an overall win rate of 57% on new contracts and task orders for which we competed and a win rate of more than 92% on re-competed contracts and task orders for existing or related business. As of June 30, 2010, our total backlog, including funded, unfunded, and priced options, was $9.5 billion, an increase of 26% over June 30, 2009.

We attribute the strength of our client relationships, the commitment of our people, and our resulting growth to our management consulting heritage and culture, which instills our relentless focus on delivering value and enduring results to our clients. We operate our business as a single profit center, which drives our ability to collaborate internally and compete externally. Our operating model is built on (1) our dedication to client service, which focuses on leveraging our experience and knowledge to provide differentiated insights, (2) our partnership-style culture and compensation system, which fosters collaboration and the efficient allocation of our people across markets, clients and opportunities, (3) our professional development and 360-degree assessment system, which ensures that our people are aligned with our collaborative culture, core values and ethics and (4) our approach to the market, which leverages our matrix of deep domain expertise in the defense, intelligence and civil markets and our strong capabilities in strategy and organization, analytics, technology and operations.

We are organized and operate as a corporation. Our use of the term “partnership” reflects our collaborative culture, and our use of the term “partner” refers to our Chairman and our Senior and Executive Vice Presidents. The use of the terms “partnership” and “partner” is not meant to create any implication that we operate our company as, or have any intention to create a legal entity that is, a partnership.

Market Opportunity

We believe that the U.S. government is the world's largest consumer of management and technology consulting services and its demand for such services remains strong, driven by the need to manage dynamic and complex issues such as the improvement and effectiveness of national security and homeland security programs, the establishment of new intelligence-gathering processes and infrastructure, protecting against cyber-security threats, and several civil agency reform initiatives. At the same time, the U.S. government is seeking to increase efficiency and improve existing procurement practices. Major changes and crises driven by shifting domestic priorities and external events produce shifts in government policies and priorities that create additional sources of demand for management and technology consulting services.

Large Addressable Markets

The U.S. government's budget for U.S. government fiscal year ended September 30, 2009 was $3.1 trillion, excluding authorizations from the ARRA, Overseas Contingency Operations, and supplemental funding for the Department of Defense. Of this amount, $1.0 trillion was for discretionary budget authority, including $502 billion for the Department of Defense and U.S. Intelligence Community and $526 billion for civil agencies. Based on data from Bloomberg Finance L.P., approximately $513 billion of the U.S. government fiscal year 2009 discretionary outlays were for non-intelligence agency and non-ARRA funding-related products and services procured from private contractors. We estimate that $93 billion of the spending directed towards private contractors in U.S. government fiscal year 2009 was for management and technology consulting services, with $56 billion spent by the Department of Defense and $37 billion spent by civil agencies. The agencies of the U.S. Intelligence Community that we serve represent an additional market.

Focus on Efficiency and Transforming Procurement Practices

Focus on Efficiency. There is pressure across the U.S. government to control spending while also improving services for citizens and aggressively pursuing numerous important policy initiatives. This has led to an increased focus on accomplishing more with fewer resources, streamlining information services and processes, improving productivity and reducing fraud, waste and abuse. We believe that the U.S. government will require support in the form of the services that we provide, such as strategy and change management and organization and process improvement to implement these initiatives. Two efficiency initiatives currently being undertaken by the U.S. government are the most recent Base Realignment and Closure Program, pursuant to which military bases and installations are shut down or reorganized to more efficiently support U.S. military forces, and a rebalancing of defense forces and strategy in accordance with the 2010 Quadrennial Defense Review to more effectively meet the demands of current threats in a constrained fiscal environment. To streamline information services and processes and improve productivity, U.S. government agencies are making increased use of information technology, improving the deployment of human capital, and deploying better decision support systems. To reduce fraud, waste and abuse, both the Obama Administration and Congress have recently taken action to reduce improper payments made by the U.S. government to individuals, organizations and contractors that, according to the White House, amounted to $98 billion in 2009. President Obama signed an Executive Order aimed at reducing improper payments in November 2009 and issued a memorandum ordering the expansion of payment recapture audits in March 2010, and the House of Representatives passed the Improper Payments Elimination and Recovery Bill in April 2010.

Transforming Procurement Practices. Economic pressure has also driven an emphasis on greater accountability, transparency and spending effectiveness in U.S. government procurement practices. Recent efforts to reform procurement practices have focused on (1) decreasing the use of lead system integrators, (2) the unbundling of outsourced projects to link contract payments to specific milestones and project benchmarks in order to ensure timely delivery and adherence to required budgets and outlays and (3) the separation of certain types of work to facilitate objectivity and avoid or mitigate specific organizational conflicts of interest issues, which issues typically arise when providers of products to the U.S. government also provide systems engineering and technical assistance work, acquisition support and other consulting services related to the products being sold. A focus on organizational conflicts of interest issues has resulted in legislation and a proposed regulation aimed at increasing organizational conflicts of interest requirements,

including, among other things, separating sellers of products and providers of advisory services in major defense acquisition programs. We believe that the U.S. government's continued efforts to improve procurement processes will generate increased demand for objective management and technology consulting services.

Complex Defense, Intelligence and Civil Agency Requirements

The U.S. government continually reassesses and updates its long-term priorities and develops new strategies to address the rapidly evolving issues it faces. In order to deliver effective advice in this environment, service providers must possess a comprehensive knowledge of, and experience with, the participants, systems and technology employed by the U.S. government, and must also have an ability to facilitate knowledge sharing while managing varying objectives. For example, within the Department of Defense, the 2010 Quadrennial Defense Review prioritizes support for the war fighter and integrating intelligence, surveillance and reconnaissance systems with weapons and ground operations.

Within the U.S. Intelligence Community and across the U.S. government generally, the current priority is enhancing cyber-capabilities, including cyber-security, in the face of the continually evolving threat of terrorism and the increasing reliance of both the U.S. government and the private sector on critical information technology systems. In U.S. government fiscal year 2009, the U.S. government established CNCI to support and coordinate U.S. cyber initiatives. At the time of CNCI's establishment, the Washington Post reported that the U.S. government would spend approximately $17 billion over seven years in connection with CNCI.

Within the civil agencies of the U.S. government, there has been an increased focus on financial regulation, energy and environmental issues, healthcare reform and infrastructure-related challenges. The transformation of the nation's healthcare system alone will require significant effort and investment to re-design processes and policies and communicate changes effectively to citizens and healthcare providers. Modernizing healthcare information technology systems is an essential element of this transformation as highlighted by President Obama's Budget Request for U.S. government fiscal year 2011, which includes an allocation of $6.2 billion for the Department of Health and Human Services to improve and strengthen healthcare information technology and systems. We believe the U.S. government will rely on management and technology consulting service providers to provide research, consulting, implementation and improvement services to develop and manage programs across its various civil agencies and departments.

We believe that the initiatives resulting from these new priorities will result in increased demand for management and technology consulting services.

Major Changes Create Demand

Major changes in the government, political and overall economic landscape drive demand for objective management and technology consulting services and advice. These changes, which can be recurring in nature or more sudden and unexpected, create significant opportunities for us, as clients seek out service providers with the flexibility to rapidly deploy intellectual capital, resources and capabilities.

The inauguration of a new presidential administration is a recurring change that drives the need for objective analysis and advice to help develop and implement new policies and respond to evolving priorities. For example, one of the primary focuses of the Reagan administration was a build-up of U.S. defense forces, while the Clinton administration ushered in the era of e-Government by harnessing the power of the Internet for the first time. Similarly, the Obama administration has been focused on a range of domestic and foreign policy initiatives, including those related to the transformation of the healthcare system. Since 1985, we have grown our business during each presidential administration regardless of the prevailing budgetary environment.

The attacks of September 11, 2001 and the recent financial crisis and economic downturn are examples of sudden and unexpected changes. These developments created urgent needs for changes to policy and the regulatory environment. In response to the September 11 attacks, the U.S. government created the Department of Homeland Security, fully integrating 22 previously distinct agencies to improve oversight and protection of the U.S. homeland. In response to the recent financial crisis, the U.S. government has pursued several

programs to stabilize the U.S. and global economies, including the institution of the Troubled Assets Recovery Program, the Financial Recovery Act of 2009, and ARRA.

Our Value Proposition to Our Clients

As a leading provider of management and technology consulting services to the U.S. government, we believe that we are well positioned to grow across markets characterized by increasing and rapid change. We believe that our dedication to client service, the quality of our people, our management consulting heritage and our client-oriented matrix approach provide the strong foundation necessary for our continued growth.

Our People

Our success as a management and technology consulting firm is highly dependent upon the quality, integrity and dedication of our people.

Superior Talent Base. We have a highly educated talent base of approximately 23,800 people: as of June 30, 2010, 82% held bachelor degrees, 43% held masters degrees and 4% held doctoral degrees (not including employees from ASE, Inc., one of our wholly owned subsidiaries). In addition, many of the U.S. government contracts for which we compete require contractors to have high-level security clearances, and our large pool of cleared employees allows us to meet these needs. As of June 30, 2010, 73% of our people held government security clearances: 25% at Secret and 48% at Top Secret (54% of the latter were Top Secret/Sensitive Compartmented Information). High-level security clearances generally afford a person access to data that affects national security, counterterrorism or counterintelligence, or other highly sensitive data. Persons with the highest security clearance, Top Secret, have access to information that would cause “exceptionally grave damage” to national security if disclosed to the public. Persons with access to the most sensitive and carefully controlled intelligence information hold a Top-Secret/Sensitive Compartmented Information clearance. Persons with the second-highest clearance classification, Secret, have access to information that would cause “serious damage” to national security if disclosed to the public. Through internal referrals and external recruiting efforts, we are able to successfully renew and grow our talent base, and we believe that our ability to attract top level talent is significantly enhanced by our commitment to professional development, our position as a leader in our markets, the high quality of our work and the appeal of our culture. Each year, we typically receive more than 200,000 applications, conduct more than 15,000 interviews and hire approximately 5,000 new people, approximately half of which are hired as a result of referrals from our own people.

Focus on Talent Development. We develop our talent base by providing our people with the opportunity to work on important and complex problems, encouraging and acknowledging contributions of our people at all levels of seniority, and facilitating broad, inclusive and insightful leadership. We also encourage our people to continue developing their substantive skills through continuing education. In fiscal 2010, 75% of our people participated in one or more internal training courses, and 42% of our people took advantage of external training opportunities. Our learning programs, which have consistently been recognized as best-in-class in the industry, include partnerships with universities, vendors and online content providers. These programs offer convenient, cost-effective, quality educational opportunities that are aligned with our core capabilities.

Assessment System that Promotes Collaboration. We use our 360-degree assessment process, an employee assessment tool based on multiple sources, to help promote and enforce the consistency of our collaborative culture, core values and ethics. Each of our approximately 23,800 people receives an annual assessment and also participates in the assessment of other company personnel. Assessments combine this internal feedback from supervisors, peers and subordinates with market input, and each assessment is led by a Booz Allen person outside of the employee’s area. Our assessment process is focused on facilitating the continued development of skills and career paths and ensuring the exchange of support and knowledge among our people.

Core Values. We believe that one of the key components of our success is our focus on core values. Our core values are: client service, diversity, excellence, entrepreneurship, teamwork, professionalism, fairness, integrity, respect and trust. All new hires receive extensive training that emphasizes our core values, facilitates

their integration into our collaborative, client-oriented culture and helps to ensure the delivery of consistent and exceptional client service.

The emphasis that we place on our people yields recognized results. External awards and recognition include being named for several consecutive years as one of Fortune Magazine's "100 Best Companies to Work For", one of Consulting Magazine's "Best Firms to Work For" and one of Business Week's "Best Places to Launch a Career."

Our Management Consulting Heritage

Our Approach to Client Service. Over the 70 years that we have been serving the U.S. government, we have cultivated relationships of trust with, and developed a comprehensive understanding of, our clients. This insight regarding our clients, together with our deep domain knowledge and capabilities, enable us to anticipate, identify and address the specific needs of our clients. While working on contract engagements, our people work to develop a holistic understanding of the issues and challenges facing the client to ensure that our advice helps them achieve enduring results.

Partnership-Style Culture and Compensation System. A commitment to teamwork is deeply ingrained in our company, and our partnership-style culture is critical to maintaining this component of our operating model. We manage our company as a single profit center with a partner-style compensation system that focuses on the success of the institution over the success of the individual. This distinctive system fosters internal collaboration that allows us to compete externally by motivating our partners to act in the best interest of the institution. As a result, we are able to emphasize overall client service, and encourage the rapid and efficient allocation of our people across markets, clients and opportunities.

Our Client-Oriented Matrix Approach

We are able to address the complex and evolving needs of our clients and grow our business through the application of our matrix of deep domain knowledge and market-leading capabilities. Through this approach, we deploy our four key capabilities, strategy and organization, analytics, technology, and operations, across our client base. This approach enables us to quickly assemble and deploy, and redeploy when necessary, client-focused teams comprised of people with the skills and expertise needed to address the challenges facing our clients. We believe that our significant win rates on new and re-competed contracts demonstrate the strength of our matrix approach as well as our industry-leading reputation and our proven track record.

Our Strategy for Continued Growth

We serve our clients by identifying, analyzing and solving their most complex problems and anticipating developments that will have near- and long-term impacts on their operations. To serve our clients and grow our business, we intend to execute the following strategies:

Expand Our Business Base

We are focused on growing our presence in our addressable markets primarily by expanding our relationships with, and the capabilities we deliver to, our existing clients. We will continue to help our clients recognize more efficient and effective mission execution by deploying our objective insight and market expertise across current and future contract engagements. We believe that significant growth opportunities exist in our markets, and we intend to:

- *Deepen Our Existing Client Relationships.* The complex and evolving nature of the challenges our clients face requires the application of different core competencies and capabilities. Our approach to client service and collaborative culture enables us to effectively cross-sell and deploy multiple services to existing clients. We plan to leverage our comprehensive understanding of our clients' needs and our track record of successful performance to grow our client relationships and expand the scope of the services we provide to our existing clients.
- *Help Clients Rapidly Respond to Change.* We will continue to help our clients formulate rapid and dynamic responses to the frequent and sometimes sudden changes that they face by leveraging: the scope and scale of our domain expertise, our broad capabilities and our one-firm culture, which allow us to effectively and efficiently allocate our resources and deploy our intellectual capital.

- *Broaden Our Client Base.* We intend to capitalize on our scale, the scope of our domain expertise and core capabilities, and our reputation as a trusted long-term partner to grow our client base. We believe that growing demand for the types of services we provide and our ongoing business initiatives will enable us to leverage our reputation as a trusted partner and industry leader to cultivate new client relationships across all agencies and departments of the U.S. government. We will also continue to build on our current cyber-security related work in the commercial market as permitted under the terms of our non-competition agreement with Spin Co. We will explore new opportunities as those opportunities become available in the commercial market upon termination of those contractual restrictions on July 31, 2011, particularly to the extent that we are able to leverage our core competencies, such as our domain expertise in energy, transportation, health and finance, and our functional capabilities, such as cyber and analytics.

Capitalize on Our Strengths in Emerging Areas

We will continue to leverage our deep domain expertise and broad capabilities to help our clients address emerging issues. Through the early identification of clients' emerging needs and the development of adaptive capabilities to help address those needs, we have established strong competencies and functional capabilities in numerous areas of potential growth, including:

- *Cyber.* Network-enabled technology now forms the backbone of our economy, infrastructure and national security, and recent national policies and initiatives in this area, including CNCI, are creating new cyber-related opportunities. We have been focused on cyber and predecessor areas, such as information assurance, since 1999. We are currently involved in cyber-related initiatives for our defense, intelligence and civil clients and cyber-security initiatives for commercial clients. We are focused on further developing our cyber capabilities to position our company as a leader across the broad and growing range of areas requiring cyber-related services.
- *Government Efficiency and Procurement.* We are focused on helping the U.S. government achieve operating and budgetary efficiencies driven by the need to control spending while simultaneously pursuing numerous policy initiatives. In addition, recent U.S. government reforms in the procurement area may allow us to leverage our status as a large, objective service provider to win additional assignments to the extent that we are able to address organizational conflicts of interest and similar concerns more easily than our competitors.
- *Ongoing Healthcare Transformation.* We expect recent and ongoing developments in the healthcare market, such as the passage of the Affordable Care Act of 2010 and the Health Information Technology for Economic and Clinical Health Act of 2009, to increase demand for our healthcare consulting capabilities. We have been serving healthcare-oriented clients in the U.S. government since the late 1980's. In 2002, we began a focused expansion of our healthcare consulting business, and the current scale of that business, together with our technology-related capabilities, provide us with a strong platform from which to address our clients' increased focus on the interoperability of healthcare IT platforms, healthcare policy, and payment and caregiver reforms.
- *Systems Engineering & Integration.* Our clients are increasingly utilizing SE&I services to help them manage every phase of the development and integration of increasingly sophisticated information technology, communications and mission systems — ranging from satellite and space systems to air traffic control and naval systems. Many SE&I engagements require the application of requisite competencies across the entire range of agencies or departments involved in a particular program. Through the application of our matrix, we have developed deep cross-market knowledge and a combination of engineering, acquisition, management and leadership expertise. We plan to leverage this knowledge and expertise to bid on large-scale SE&I contracts.

Continue to Innovate

We will continue to invest significant resources in our efforts to identify near-term developments and long-term trends that may present significant challenges or opportunities for our clients. Our single profit

center and one-firm culture afford us the flexibility to devote company-wide resources and key intellectual capital to developing the functional capabilities and expertise needed to address those issues. We have regularly allocated significant resources to these business development efforts and have successfully transitioned several such initiatives into meaningful contributors to our business, including:

- our assurance and resilience services area, which generated approximately $450 million of revenue in fiscal 2010 and which began in 1999 with our efforts to anticipate the challenges posed to federal agencies by IT proliferation; and
- our healthcare consulting services area, which generated approximately $280 million of revenue in fiscal 2010 and began in the late 1980's with IT work for the Department of Health and Human Services, and expanded rapidly in 2002 as the result of an internal analysis of potential long-term trends which could affect federal health agencies.

We continue to invest in many initiatives at various stages of development. Three such initiatives are:

Cloud Computing. Cloud computing is Internet-based computing whereby shared resources, software and information are provided to computers and other devices on-demand without requiring new user infrastructure. The U.S. government has adopted cloud computing as its preferred information technology environment. Several pilot programs related to the U.S. government's transition to cloud computing are already in progress across its agencies, and cyber-initiatives designed to help ensure the integrity and security of cloud computing environments will be essential to the success of this transition.

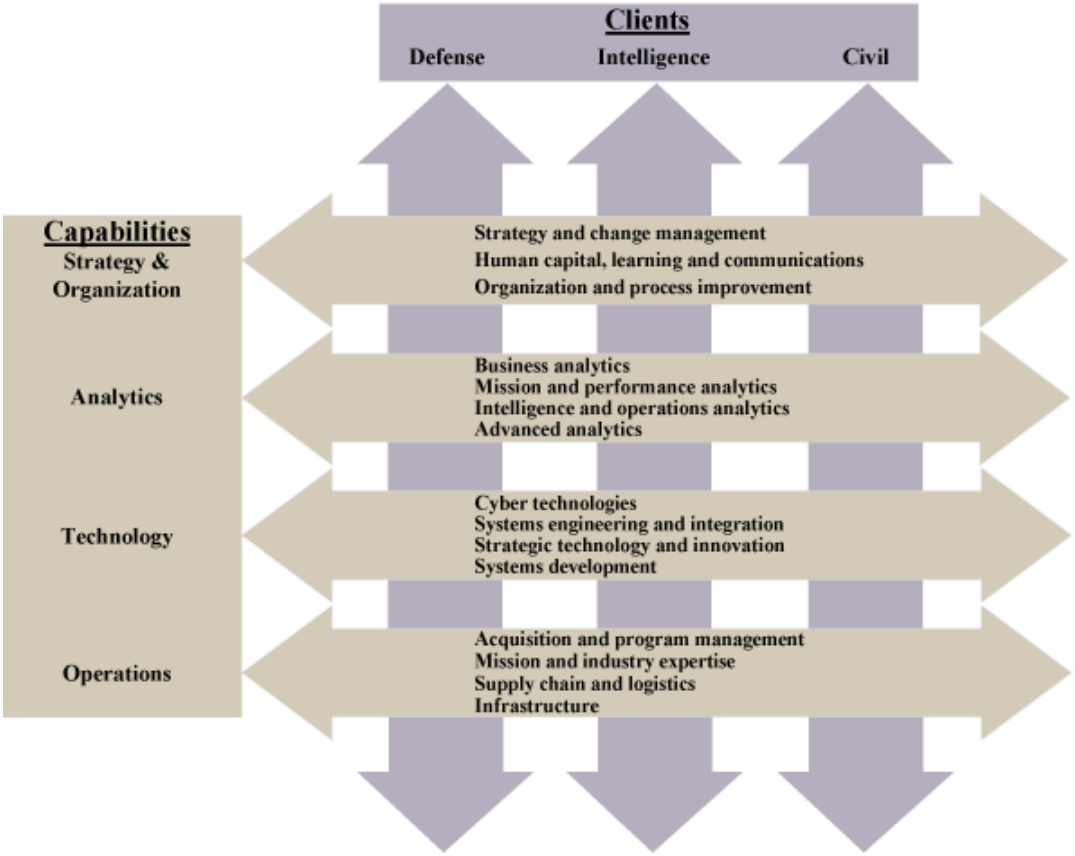
Advanced Analytics. Through our advanced analytics capability, we utilize advanced mathematical and other analytical tools to examine the way in which specific issues relate to data on past, present and projected future actions. Advanced Analytics are critical to our clients' efforts to translate the enormous volumes of data flowing from our nation's investments in information, communications and technology into insight, foresight and decision-making capacity.

Financial Sector. Specialized services are needed to help modernize payment processes, implement new technology to assist financial regulators, and reform and redefine the role and organization of agencies such as the Department of the Treasury, the SEC, the Federal Reserve and the Commodity Futures Trading Commission. In addition, financial services companies in the commercial market have extensive electronic networks and electronic payment processing that require the application of sophisticated cyber-security to deter and defend against cyber-criminals and other actors intent on compromising those systems.

Our Clients and Capabilities

The diagram below illustrates the way we deploy our four capability areas, including specified areas of expertise, to serve our defense, intelligence and civil clients. Our dynamic matrix of functional capabilities and domain expertise plays a critical role in our efforts to deliver results to our clients.

Deployment of Capabilities to Serve Clients



Our Clients

We have strong and longstanding relationships with a diverse group of clients at all levels of the U.S. government.

Selected Long-Term Client Relationships

Client(1)	Relationship Length (Years)
U.S. Navy	70
U.S. Army	60
National Security Agency	25+
Department of Homeland Security	20+
U.S. Air Force	20+
National Reconnaissance Office	15+
A U.S. intelligence agency	15+
Department of Energy	15+
Federal Bureau of Investigation	15+
Internal Revenue Service	10+

(1) Includes predecessor organizations.

Defense Clients

Our reputation and track record in serving the U.S. military and defense agencies spans 70 years. Our defense business revenue represented 55% of our business based on revenue for fiscal 2010. Our revenue in this area for fiscal 2010 was approximately $2.8 billion. Our key defense clients are set forth below.

- *U.S. Army.* For 60 years, we have addressed challenges for the U.S. Army at the strategic, operational and tactical levels by bringing experienced people, high quality processes and advanced technologies together. We work with our U.S. Army clients to help sustain their land combat capabilities while responding to current demands and preparing for future needs. Recent examples of the services that we have provided include enhancing field intelligence systems, delivering rapid response solutions to counter improvised explosive devices, infusing lifecycle sustainment capabilities to improve distribution and delivery of material, and employing systems and consulting methods to help expand care and support for soldiers and their families. Our clients include Army Headquarters, Army Material Command (AMC), Forces Command (FORSCOM), Training and Doctrine Command (TRADOC), and many Program Executive Offices, Direct Reporting Units and Army Service Component Commands.
- *U.S. Navy/Marine Corps.* We have supported the U.S. Navy for 70 years. We employ a multidimensional approach that analyzes and balances people, processes, technology, and infrastructure to meet their missions of equipping global forces for greater flexibility, mobility and efficiency, sustaining results while reducing costs and integrating new technology. Our clients include the Office of the Secretary of the Navy, Chief of Naval Operations, the Commandant of the Marine Corps to the Office of Naval Intelligence and U.S. Navy/Marine Corps operating commands and systems commands, as well as the Joint Program Executive Offices (PEO) and individual PEOs such as Naval Air Systems Command (NAVAIR), Naval Seas Systems Command (NAVSEA), U.S. Marine Corps Systems Command, and Space and Naval Warfare (SPAWAR).
- *U.S. Air Force/NASA/Aerospace.* We provide integrated strategy and technical services to the U.S. Air Force. Our skilled strategists and technology experts bring diverse capabilities to assignments that include weapons analysis, capability-based planning and aircraft systems engineering. We also support the space industry in applying new technologies, integrating space operations, and using strategies to address the technical issues, cost, schedule and risk of space systems. Our clients include Air Combat Command, Air Force Space Command, Air Force Materiel Command, Air Mobility Command, Air Force Cyber Command, Air Force Pacific Command, NASA, the Defense Information Systems Agency (DISA), the National Reconnaissance Office (NRO) and the National Geospatial-Intelligence Agency (NGA).
- *Joint Staff and Combatant Commands.* We provide mission-critical support to the Office of the Secretary of Defense, the Joint Staff, the Combatant Commands (COCOMs), and other U.S. government departments and agencies during the planning and mission execution phases to meet global mission requirements ranging from integrated intelligence, surveillance and reconnaissance (ISR) to space and global strike operations. Our clients include most major organizations within the Office of the Secretary of Defense and the Department of Defense's agencies, as well as the Pacific Command, Northern Command, Central Command, Southern Command, European Command, Strategic Command, Special Operations Command, and Transportation Command.

Intelligence Clients

We have provided the primary group of government agencies and organizations that carry out intelligence activities for the U.S. government, or the U.S. Intelligence Community, with forward-thinking, success-oriented consulting and mission support services in analysis, systems engineering, program management, operations, organization and change management, budget and resource management, studies and wargaming. This critical business area has strong barriers to entry for competitors because of the specialized expertise and high-level security clearances required. Our intelligence business represented 21% of our business based on

revenue for fiscal 2010. Revenue in this area for fiscal 2010 was approximately $1.0 billion. Our major intelligence clients include:

- *U.S. Intelligence Agencies.* We provide critical support in strategic planning, policy development, program development and execution, information sharing, architecture, and program management for research and development projects as well as support to reform initiatives flowing from the Intelligence Reform and Terrorism Protection Act. We help clients improve the processes and substance of intelligence information provided to the executive and legislative branches of the U.S. government for policy development and operational decision making.
- *Joint Staff and Unified Combatant Commands.* We deliver comprehensive intelligence analysis, including providing all-source intelligence analysis and open-source intelligence analysis conducted in high intensity environments. We also provide data collection management and analytical systems intelligence training services, and provide intellectual capital and best practices for intelligence activities.
- *Military Intelligence.* We provide consulting services, integrated intelligence and information operations mission support, and a range of counterintelligence services to the U.S. Army, U.S. Air Force, U.S. Navy, Marine Corps, and Defense Intelligence Agency.

Civil Clients

Support to civil government agencies of the U.S. government and U.S.-funded international development work has grown significantly as a percentage of our overall business. The Federal Procurement Data System ranks us 16th on its overall list of top 100 federal contractors for federal fiscal year 2009 based on overall prime contracting dollars. For that same period and using data provided by Bloomberg Finance L.P., we estimate that we ranked 24th based on overall prime contracting dollars for civil clients. Our civil business represented 24% of our business based on revenue for fiscal 2010. Revenue in this area for fiscal 2010 was approximately $1.2 billion. Our civil government clients include:

- *Financial Services.* We provide support to all major U.S. government finance and treasury organizations charged with the collection, management and protection of the U.S. financial system, including the Department of the Treasury, Internal Revenue Service and other agencies of the Department of the Treasury, Office of the Comptroller of the Currency, Federal Deposit Insurance Corporation, Federal Reserve Board and Banks, the SEC, and Pension Benefit Guaranty Corporation. We create innovative approaches to some of their most challenging problems, including bank receivership, payment channel modernization, cyber initiatives and fraud detection.
- *Health.* We support government clients on innovative projects that help achieve public health missions, including entitlement reform, developing a national health information network, mitigating risk to populations, improving government infrastructure, and facilitating an international public-private sector dialogue on international health issues. Our clients include the Department of Health and Human Services and its agencies, including the U.S. Food and Drug Administration, National Institutes of Health, Centers for Disease Control and Prevention (CDC), the Centers for Medicare and Medicaid Services, the Department of Defense Military Health System and Department of Veterans Affairs.
- *Energy, Transportation and Environment.* We support clients in the transportation, energy and environment sectors which have control over our national infrastructure. We support our clients' efforts to maintain and build infrastructure that is efficient, effective and sustainable. Our services include strategy, operations, technology and engineering. Our clients include the Departments of Energy, Transportation, and Interior and their component agencies, and the Environmental Protection Agency. We also support the Department of Defense in major environmental and infrastructure programs in the United States and Europe.
- *Justice and Homeland Security.* We support the U.S. government's homeland security mission and operations in the areas of intelligence (analysis, information sharing, and risk assessment), operations (coordination, contingency planning, and decision support), strategy, technology and management

(program management and information technology tools), emergency management and response planning, and border, cargo and transportation security. We support law enforcement missions and operations in counterterrorism, intelligence and counterintelligence, and traditional criminal areas (narcotics, white collar crime, organized crime, and violent crime).

- *Business of Government.* We help agencies effectively and efficiently manage the business processes that support government in its provision of services to its citizens, spanning management, personnel, budget operations, information technology and telecommunications. Our clients include the General Services Administration, Office of Management and Budget, Office of Personnel Management, the Congress, and Courts. We also support public sector grant-making agencies, from health and education, to labor and homeland and economic security, serving clients such as the Departments of Agriculture, Homeland Security, Commerce, Education, Labor, and Housing and Urban Development, as well as the National Science Foundation. In addition, we serve our U.S. government clients abroad in helping them resolve systemic global development needs. Our clients include the U.S. Agency for International Development, the Department of State, Millennium Challenge Corporation, and the World Bank.

Our Capabilities

Strategy and Organization

Our strategy and organization capability focuses on helping clients define and achieve their strategic objectives. As of June 30, 2010, we had approximately 2,300 consulting staff providing client service through our strategy and organization capability. We provide transformational programs to improve organizational effectiveness, manage change, and enable client organizations to improve their performance. Our Transformation Life Cycle™ framework and Change Management Advanced Practitioner program provide a proven methodology and credentialed experts to help clients succeed. Our areas of expertise include:

- *Strategy and change management*, helping clients formulate business strategies to meet their mission, and transforming key elements within organizations such as people, processes, technology and physical infrastructure;
- *Organization and process improvement*, redesigning an organization's structure to fit its mission and strategy, aligning its business purpose, and improving operations and performance through business process reengineering, knowledge management, strategic sourcing, shared services and lean six sigma methodologies; and
- *Human capital, learning and communications*, helping clients build new capabilities and increasing workforce performance through competency identification and development of learning programs, designing programs to better manage the workforce for high performance, and building stakeholder understanding and buy-in.

Analytics

Our analytics capability includes advanced analysis, modeling, simulation of conflicts (also known as war-gaming) and other simulations, and accountability tools to help our clients make informed decisions about threats and opportunities, and the practical realities of turning decisions into action, such as resource availability. As of June 30, 2010, we had approximately 5,500 consulting staff providing client service through our analytics capability. Our areas of expertise include:

- *Business analytics*, enabling our clients to optimize decisions regarding resources through financial and economic analysis, financial stewardship and accountability and disciplined contract strategy and program controls;
- *Intelligence and operations analytics*, providing a full spectrum of intelligence analysis, innovative all-source analysis, analytic training and counter-intelligence services to meet persistent challenges and guard against new threats;

- *Mission and performance analytics*, enhancing our clients' ability to weigh alternative futures and make sound decisions that are supported by rigorous methods, including capabilities based assessments, modeling and simulation, policy analysis, threat, vulnerability and risk analysis and war-games; and
- *Advanced analytics*, developing capabilities to exploit very large amounts of information through the use of advanced mathematical techniques to gain insights, create foresight and make predictions to support fact-based decision making for our clients.

Technology

Our technology capability focuses on helping clients solve their mission-critical objectives through the deployment of advanced technology. As of June 30, 2010, we have more than 7,700 highly skilled technology experts and engineers, which comprise our technology capability consulting staff, who maintain deep knowledge of the latest leading technologies. Our experts combine their specialized skills with our problem-solving approach to ensure that we understand a client's mission and objectives and, based on that understanding, design, develop and implement the optimum technology solution. Our areas of expertise include:

- *Cyber technologies*, enabling clients to execute their missions in cyberspace with trusted and secure networks, systems, and information and delivering solutions for full life cycle support, information exchange, collaboration, transportation, and information storage;
- *SE&I*, developing, acquiring, testing and integrating complex systems, integrated acquisition management, program and technical integration, and program and organizational leadership design;
- *Systems development*, designing and deploying information technology solutions, including software development to automate business processes, improve client service, solve mission requirements, and share information effectively and securely; and
- *Strategic technology and innovation*, identifying and incubating advanced technologies, innovation processes, and innovation management critical to the achievement of our clients' goals.

Operations

Our operations capability is focused on the full spectrum of mission execution and delivery from front-end acquisition and program management to infrastructure design and end-to-end supply chain management. Our operations capability helps our clients formulate and implement a strategy to achieve tangible results. As of June 30, 2010, we had approximately 5,200 consulting staff providing client service through our operations capability. Our areas of expertise include:

- *Acquisition and program management*, enabling clients to originate, plan, and execute programs of all types and complexity across the entire program or product lifecycle, including program and project management, acquisition and life cycle services and program integration;
- *Infrastructure*, developing sustainable strategies and executing plans to solve complex challenges across the many natural and man-made infrastructure environments to facilitate a safe, efficient, effective and sustainable project;
- *Mission and industry expertise*, supporting clients across planning and policy development, capability development and management, conceptual and operational requirements, and mission readiness and operational support; and
- *Supply chain and logistics*, formulating and executing supply chain strategies and mission-specific logistics solutions to optimize material, data and human capital flows designed to achieve our client's targets for cost, readiness and operational performance.

Client Case Examples

Our projects require a comprehensive understanding of our clients and their needs, and we have developed a multi-dimensional and adaptable skill set that allows us to provide services under each of our capability areas across our client base. The case examples below illustrate how we have deployed our skill-sets in the strategy and organization, analytics, technology and operations capability areas to provide services to our clients.

- We developed a methodology that dramatically improves the design, cost and management of major weapons programs that we refer to as "Design for Affordability," and worked closely with the U.S. Navy to achieve significant cost reductions. Launched in 2004, the first Virginia-class submarine cost more than $3.2 billion to build, which exceeded estimates provided to U.S. Navy officials for this class of over 30 boats. The Chief of Naval Operations subsequently set a target cost of $2 billion per submarine as a condition for increasing production from one to two boats per year starting in 2012. Electric Boat, the prime contractor, engaged us as a subcontractor to develop a comprehensive strategy for permanently reducing costs to $2 billion per boat. Our Design for Affordability methodology achieved positive results, which led to the U.S. Navy directly hiring us to extend our methodology across other parts of the submarine value chain in the areas of operations and sustainability. The Design for Affordability methodology utilizes our operations, strategy and organization and analytics capabilities, and we can apply this methodology to help the U.S. government achieve cost-savings in other large acquisition programs such as those for aircraft and combat vehicles.
- We are working with a major client in the U.S. Intelligence Community on cloud computing. We are employing cloud technologies to store, manage, and perform advanced analytics on massive volumes of data to identify patterns that reveal larger trends, yield new insights, and ultimately capture cyber actors' behavior. In support of our client, we utilize our technology and analytics capabilities to analyze huge stores of historical data in the cloud and build statistical models to understand the behavior, intent, and potential future targets of adversaries attempting to conduct attacks or crimes in cyberspace. Improved cyber analysis using cloud technologies is highly useful for government agencies striving to better share information and integrate intelligence.
- We worked with the CDC to improve its process for ordering, distributing and managing the U.S.'s supply of publicly-funded childhood vaccines through the Vaccines for Children program, a $3 billion-dollar-a-year initiative that reaches half of all American children. The CDC mission was to respond more effectively to public health crises such as disease outbreaks, vaccine shortages, natural disasters and disruptions of the vaccine supply. We utilized our strategy and organization, operations and technology capabilities and leveraged our expertise in supply chain management, information management and change management to redesign the CDC's procurement and storage process to allow them to ship inventory in hours instead of weeks. We helped the CDC integrate 64 grantees with formerly separate supply and distribution systems into a single, centrally managed supply chain that has shipped millions of doses of vaccines and realized $496 million in overall one-time savings with the potential for recurring annual savings.

Contracts

Our portfolio of contracts is highly diversified with no single contract accounting for more than 9% of our revenue in any of fiscal 2008, pro forma 2009 or fiscal 2010, and no single task order under any contract accounting for more than 1% of our revenue in any of fiscal 2008, pro forma 2009 and fiscal 2010. In fiscal 2010, we derived 29% of our revenue from our top 10 contracts and contract vehicles, and over 50% of our revenue was derived from individually awarded task orders under a large number of ID/IQ contract vehicles.

There are two predominant contracting methods by which the U.S. government procures services: definite contracts and indefinite contract vehicles. Each of these is described below:

- Definite contracts call for the performance of specified services or the delivery of specified products. The U.S. government procures services and solutions through single award, definite contracts that

specify the scope of services that will be delivered and identify the contractor that will provide the specified services. When an agency recognizes a need for services or products, it develops an acquisition plan, which details the means by which it will procure those services or products. During the acquisition process, the agency may release a request for information to determine if qualified bidders exist, a draft request for a proposal to allow industry to comment on the scope of work and acquisition strategy, and finally a formal request for a proposal. Following the evaluation of submitted proposals, the agency will award the contract to the winning bidder.

- Indefinite contract vehicles provide for the issuance by the client of orders for services or products under the terms of the contract. Indefinite contracts are formally known as indefinite delivery, indefinite quantity or ID/IQ contracts, and are often referred to as contract vehicles or ordering contracts. ID/IQ contracts may be awarded to one contractor (single award) or several contractors (multiple award). Under a multiple award ID/IQ contract, there is no guarantee of work as contract holders must compete for individual work orders. ID/IQ contracts will often include pre-established labor categories and rates, and the ordering process is streamlined (usually taking less than a month from recognition of a need to an established order with a contractor). ID/IQ contracts often have multi-year terms and unfunded ceiling amounts, thereby enabling but not committing the U.S. government to purchase substantial amounts of products and services from one or more contractors in a streamlined procurement process.

  - GWACs and GSA schedules are ID/IQ contracts that are open to all U.S. government agencies. Contract holders compete for individual task orders under both types of ID/IQ contract vehicles. Prices (labor rates) are pre-established under GSA schedules, while prices under GWACs may be pre-established or determined by task order proposal. Agencies may solicit companies directly under GSA schedules and, under GWACs, must work through the agency that operates the GWAC or receive a delegation of authority to use the GWAC. GSA schedules are administered by the General Services Administration and support a wide range of products and services. GWACs are used to procure IT products and services and are administered by the agency soliciting the services or products, with permission from the Office of Management and Budget.

As of September 30, 2009, the end of the U.S. government's fiscal year, there were a total of 39 GSA schedules with over 17,000 schedule holders that generated more than $37.4 billion in annual sales in U.S. government fiscal year 2009. We were the number three provider under the GSA federal supply schedule program based on revenue with a total of $899.0 million in revenue during U.S. government fiscal 2009. Based on revenue from our top three GSA schedules, we were the number five contractor on the Information Technology (IT) Schedule 70, the number two contractor on the Mission Oriented Business Integrated Services (MOBIS) Schedule, and the number two contractor on the Professional Engineering Services (PES) Schedule in U.S. government fiscal year 2009.

Listed below are our top three GSA schedules and GWACs based on revenue for each of fiscal 2008, pro forma 2009 and fiscal 2010, the number of active task orders as of March 31, 2010 under each of our top three GSA schedules and GWACs and an aggregation of all other GSA schedules and GWACs. These contract vehicles are available to all U.S. government agencies and the revenue stated is the result of individually competed task orders.

Contract	Fiscal 2008	% of Total Revenue	Pro Forma 2009	% of Total Revenue	Fiscal 2010	% of Total Revenue	Number of Task Orders as of March 31, 2010	Expiration Date
	(Revenue in millions)							
Mission Oriented Business Integrated Services (MOBIS) — #874	$ 187.8	5%	$ 245.6	6%	$ 351.7	7%	494	9/30/12
Information Technology (IT) — #70	$ 330.2	9%	$ 334.5	8%	$ 257.7	5%	326	7/30/10
Professional Engineering Services (PES) — #871	$ 242.8	7%	$ 243.8	6%	$ 216.5	4%	287	10/28/14
All Others	$ 279.4	8%	$ 339.1	7%	$ 368.2	7%		
Total	$1,040.2	29%	$1,163.0	27%	$1,194.1	23%		

Listed below are our top single award contract, our top five single award contracts and our top ten single award contracts for fiscal 2010, each based on revenue and the number of active task orders as of March 31, 2010 under these contracts. Eight of our top ten single award contracts and all of our top five single award contracts are ID/IQ contracts. The number of task orders for our top ten contracts does not include task orders under classified contracts due to the fact that information associated with those contracts is classified.

Contract	Fiscal 2010	% of Total Revenue	Number of Task Orders as of March 31, 2010	Expiration Date
	(Revenue in millions)			
Top Contract	$376.0	7%	335	1/8/2013
Top Five Contracts	$817.1	16%	907	
Top Ten Contracts	$957.8	19%	961	

Backlog

We define backlog to include the following three components:

- *Funded Backlog.* Funded backlog represents the revenue value of orders for services under existing contracts for which funding is appropriated or otherwise authorized less revenue previously recognized on these contracts.
- *Unfunded Backlog.* Unfunded backlog represents the revenue value of orders for services under existing contracts for which funding has not been appropriated or otherwise authorized.
- *Priced Options.* Priced contract options represent 100% of the revenue value of all future contract option periods that may be exercised at our clients' option and for which funding has not been appropriated or otherwise authorized.

Backlog does not include any task orders under ID/IQ contracts, including GWACs and GSA schedules, except to the extent that task orders have been awarded to us under those contracts.

The following table summarizes the value of our contract backlog at the respective dates presented:

	The Company			
	As of March 31,		As of June 30,	
	2009	2010	2009	2010
	(In millions)			
Backlog:				
Funded	$2,392	$2,528	$2,214	$2,618
Unfunded(1)	1,968	2,453	2,057	2,576
Priced options(2)	2,919	4,032	3,233	4,295
Total backlog	$7,279	$9,013	$7,504	$9,489

(1) Reflects a reduction by management to the revenue value of orders for services under two existing single award ID/IQ contracts based on an established pattern of funding under these contracts by the U.S. government.

(2) Amounts shown reflect 100% of the undiscounted revenue value of all priced options.

We may never realize all of the revenue that is included in our total backlog, and there is a higher degree of risk in this regard with respect to unfunded backlog and priced options.

Our backlog includes orders under contracts that in some cases extend for several years. The U.S. Congress generally appropriates funds for our clients on a yearly basis, even though their contracts with us may call for performance that is expected to take a number of years. As a result, contracts typically are only partially funded at any point during their term and all or some of the work to be performed under the contracts may remain unfunded unless and until the U.S. Congress makes subsequent appropriations and the procuring agency allocates funding to the contract.

Total backlog grew 24% from March 31, 2009 to March 31, 2010 and 26% from June 30, 2009 to June 30, 2010. We cannot predict with any certainty the portion of our backlog that we expect to recognize as revenue in any future period. While we report internally on our backlog on a monthly basis and review backlog upon the occurrence of certain events to determine if any adjustments are necessary, we cannot guarantee that we will recognize any revenue from our backlog. The primary risks that could affect our ability to recognize such revenue are program schedule changes and contract modifications. In our recent experience, none of these or other factors have had a material negative effect on our ability to realize revenue from our funded backlog. Additional risks include the unilateral right of the U.S. government to cancel multi-year contracts and related orders or to terminate existing contracts for convenience or default, and, in the case of unfunded backlog, the potential that funding will not be available and in the case of priced options, the risk that our clients will not exercise these options. See “Risk Factors — Risks Related to Our Business — We may not realize the full value of our backlog, which may result in lower than expected revenue.”

Competition

Due to its size, the government consulting market is highly fragmented. As certain commercial sectors of the consulting market have declined over the past few years, competition within the government professional services industry has intensified. In addition to professional service companies like our own that focus principally on the provision of services to the U.S. government, other companies active in our markets include large defense contractors, diversified service providers and small businesses. Changing government polices are also helping to reshape the competitive landscape. Some large prime contractors are beginning to divest their professional services business units due to the U.S. government’s increased sensitivity to organizational conflicts of interest and these divested companies will be free to compete with us without their former organizational conflicts of interest constraints. The formal adoption of FAR organizational conflicts of interest rules or additional more restrictive rules by U.S. government agencies could cause further such divestitures which could further increase competition in our markets. At the other end of the spectrum are small businesses. Small business are growing in the government services industry due in large part to a push by both the Obama and Bush administrations to bolster the economy by helping small business owners.

In the course of doing business, we compete and collaborate with companies of all types. We strive to maintain positive and productive relationships with these organizations. Some of them hire us as a subcontractor, and we hire some of these other contractors to work with us as our subcontractors. Our major competitors include: (i) contractors focused principally on the provision of services to the U.S. government, such as CACI International, Inc., L-3 Communications Holdings, Inc., ManTech International Corp., SRA International, Inc., and TASC Inc.; (ii) large defense contractors which provide both products and services to the U.S. government, such as General Dynamics Corp., Lockheed Martin Corp., Northrop Grumman Corp., and Raytheon Co.; and (iii) diversified service providers, such as Accenture, Computer Sciences Corp., Deloitte Consulting LLP and SAIC, Inc. We compete on the basis of our technical expertise and client knowledge, our ability to successfully recruit appropriately skilled and experienced talent, our ability to deliver cost-effective multi-faceted services in a timely manner, our reputation and relationship with our clients, past performance, security clearances, and the size and scale of our company.

Patents and Proprietary Information

Our management and technology consulting services and related products are not generally dependent upon patent protection. We claim a proprietary interest in certain of our service offerings and related products, methodologies and know-how. We have several patents but we do not consider our business to be materially dependent on the protection of such patents. Additionally, we have a number of trade secrets that contribute to our success and competitive position, and we endeavor to protect this proprietary information. While protecting trade secrets and proprietary information is important, we are not materially dependent on any specific trade secret or group of trade secrets. Other than licenses to commercially available third-party software, we have no licenses to intellectual property that are significant to our business.

We rely upon a combination of nondisclosure agreements and other contractual arrangements, as well as copyright, trademark, patent and trade secret laws to protect our proprietary information. We also enter into proprietary information and intellectual property agreements with employees, which require them to disclose any inventions created during employment, to convey such rights to inventions to us, and to restrict any disclosure of proprietary information.

Our most important trademark is the “Booz Allen Hamilton” mark, registered in the United States and certain foreign countries. Generally, registered trademarks have perpetual life, provided that they are renewed on a timely basis and continue to be used properly as trademarks. We have three registered trademarks related to our name and logo with the earliest renewal in February 2011. Under a branding agreement entered in connection with the acquisition, Spin Co. was granted a perpetual, exclusive, worldwide, royalty-free license to use “Booz” as a name and mark other than with “Allen” or “Hamilton” and certain other words associated with our business in connection with certain activities. We agreed not to use “Booz” unless it is accompanied by “Allen” or “Hamilton” or both and we are restricted in our use of certain other words associated with Spin Co.’s business. Under certain circumstances, including if certain Spin Co. competitors obtain ownership of Booz Allen Hamilton, the licensed marks will be assigned to Spin Co.

For our work under U.S. government funded contracts and subcontracts, the U.S. government obtains certain rights to data, software and related information developed under such contracts or subcontracts. These rights generally allow the U.S. government to disclose such data, software and related information to third parties, which third parties may include our competitors in some instances. In the case of our work as a subcontractor, our prime contractor may also have certain rights to data, information and products we develop under the subcontract.

Facilities

We do not own any facilities or real estate. Our corporate headquarters are located at 8283 Greensboro Drive, McLean, Virginia 22102. We lease other operating offices and facilities throughout North America, and a limited number of overseas locations. Our principal offices outside of McLean, Virginia include: Annapolis Junction, MD; Rockville, MD; San Diego, CA; and Herndon, VA. Additionally, nationwide we have approximately 30 Department of Defense approved locations that support classified U.S. government operations. We also have a number of Sensitive Compartmented Information Facilities, which are enclosed areas within buildings that are used to perform classified work for the U.S. Intelligence Community. Many of

our employees are located in facilities provided by the U.S. government. The total square footage of our leased offices and facilities is approximately 2.9 million square feet. We believe our facilities meet our current needs, and that additional facilities will be required and available as we expand in the future.

Regulation

As a contractor to the U.S. government, as well as state and local governments, we are heavily regulated in most fields in which we operate. We deal with numerous U.S. government agencies and entities, and when working with these and other entities, we must comply with and are affected by unique laws and regulations relating to the formation, administration and performance of U.S. government contracts. Some significant laws and regulations that affect us include:

- FAR, and agency regulations supplemental thereto, which regulate the formation, administration and performance of U.S. government contracts;
- the Truth in Negotiations Act, which requires certification and disclosure of cost and pricing data in connection with the negotiation of a contract, modification or task order;
- the Procurement Integrity Act, which regulates access to competitor bid and proposal information and certain internal government procurement sensitive information, and our ability to provide compensation to certain former government procurement officials;
- post government employment laws and regulations, which restrict the ability of a contractor to recruit, hire, and deploy former employees of the U.S. government;
- laws, regulations and executive orders restricting the use and dissemination of information classified for national security purposes and the export of certain products, services and technical data; and
- the Cost Accounting Standards and FAR Cost Principles, which impose accounting requirements that govern our right to reimbursement under certain cost-based U.S. government contracts and require consistency of accounting practices over time.

Given the magnitude of our revenue derived from contracts with the Department of Defense, the DCAA is our cognizant government audit agency. The DCAA audits the adequacy of our internal control systems and policies including, among other areas, compensation. As a result of its audits, the DCAA may determine that a portion of our employee compensation is unallowable. See “Risk Factors — Risk Related to Our Industry — Our contracts, performance and administrative processes and systems are subject to audits, reviews, investigations and cost adjustments by the U.S. government, which could reduce our revenue, disrupt our business or otherwise materially adversely affect our results of operations.”

The U.S. government may revise its procurement practices or adopt new contract rules and regulations at any time. In order to help ensure compliance with these laws and regulations, all of our employees are required to attend ethics training at least annually, as well as other compliance training relevant to their position. Internationally, we are subject to special U.S. government laws and regulations (such as the Foreign Corrupt Practices Act), local government regulations and procurement policies and practices, including regulations relating to import-export control, investments, exchange controls and repatriation of earnings, as well as varying currency, political and economic risks.

U.S. government contracts are, by their terms, subject to termination by the U.S. government either for its convenience or default by the contractor. In addition, U.S. government contracts are conditioned upon the continuing availability of Congressional appropriations. Congress usually appropriates funds for a given program on a September 30 fiscal year basis, even though contract performance may take many years. As is common in the industry, our company is subject to business risks, including changes in governmental appropriations, national defense policies, service modernization plans, and availability of funds. Any of these factors could materially adversely affect our company’s business with the U.S. government in the future.

See “Risk Factors — Risks Related to Our Business — We are required to comply with numerous laws and regulations, some of which are highly complex, and our failure to comply could result in fines or civil or

criminal penalties or suspension or debarment by the U.S. government that could result in our inability to receive U.S. government contracts, which could materially and adversely affect our results of operations."

Legal Proceedings

Our performance under our U.S. government contracts and our compliance with the terms of those contracts and applicable laws and regulations are subject to continuous audit, review and investigation by the U.S. government. Given the nature of our business, these audits, reviews and investigations may focus, among other areas, on labor time reporting, sensitive and/or classified information access and control, executive compensation and post government employment restrictions. We are not always aware of our status in such matters, but we are currently aware of certain pending audits and investigations involving labor time charging. In addition, from time to time, we are also involved in legal proceedings and investigations arising in the ordinary course of business, including those relating to employment matters, relationships with clients and contractors, intellectual property disputes and other business matters. These legal proceedings seek various remedies, including monetary damages in varying amounts that currently range up to $26.2 million or are unspecified as to amount. Although the outcome of any such matter is inherently uncertain and may be materially adverse, based on current information, our management does not expect any of the currently ongoing audits, reviews, investigations or litigation to have a material adverse effect on our financial condition and results of operations.

Six former officers and stockholders of the Predecessor who had departed the firm prior to the acquisition have filed a total of nine suits, with original filing dates ranging from July 3, 2008 through December 15, 2009, three of which were amended on July 2, 2010, against the Company and certain of the Company's current and former directors and officers. Each of the suits arises out of the acquisition and alleges that the former stockholders are entitled to certain payments that they would have received if they had held their stock at the time of the acquisition. Some of the suits also allege that the acquisition price paid to stockholders was insufficient. The various suits assert claims for breach of contract, tortious interference with contract, breach of fiduciary duty, civil RICO violations, violations of ERISA, and/or securities and common law fraud. Two of these suits have been dismissed and another has been dismissed but the former stockholder has sought leave to re-plead. Five of the remaining suits are pending in the United States District Court for the Southern District of New York and the sixth is pending in the United States District Court for the Southern District of California. The aggregate alleged damages sought in the six remaining suits is approximately $724.5 million ($667.3 million of which is sought to be trebled pursuant to RICO), plus punitive damages, costs, and fees. Although the outcome of any of these cases is inherently uncertain and may be materially adverse, based on current information, our management does not expect them to have a material adverse effect on our financial condition and results of operations.

MANAGEMENT

Executive Officers and Directors

The following table sets forth information about our executive officers and directors as of August 23, 2010:

Name	Age	Position
Ralph W. Shrader	65	Chairman of the Board, President and Chief Executive Officer
Samuel R. Strickland	59	Executive Vice President, Chief Financial Officer, Chief Administrative Officer and Director
CG Appleby	63	Executive Vice President, General Counsel and Secretary
Horacio D. Rozanski	42	Executive Vice President, Chief Strategy and Talent Officer
Joseph E. Garner	62	Executive Vice President
Francis J. Henry, Jr.	59	Executive Vice President
Lloyd Howell, Jr.	44	Executive Vice President
Joseph Logue	45	Executive Vice President
Joseph W. Mahaffee	53	Executive Vice President
John D. Mayer	64	Executive Vice President
John M. McConnell	67	Executive Vice President
Patrick F. Peck	52	Executive Vice President
Daniel F. Akerson(1)	61	Director
Peter Clare	45	Director
Ian Fujiyama	38	Director
Philip A. Odeen	74	Director
Charles O. Rossotti	69	Director

(1) Mr. Akerson has resigned from our Board effective August 31, 2010 in connection with his new position as CEO of General Motors Company.

Prior to October 2009, the title of our most senior position other than Chief Executive Officer was Senior Vice President. In October 2009, we renamed our Senior Vice Presidents as Executive Vice Presidents.

Ralph W. Shrader is our Chairman, Chief Executive Officer and President and has served in these positions since 1999, except for President which dates to the acquisition in 2008. Dr. Shrader has been an employee of our company since 1974. He is the seventh chairman since our company's founding in 1914 and has led our company through a significant period of growth and strategic realignment. Dr. Shrader is active in professional and charitable organizations, and is past Chairman of the Armed Forces Communications and Electronics Association. He is Chairman of The Neediest Kids, Inc. charity and serves on the board of directors of Abilities, Inc., an organization dedicated to improving career opportunities for individuals with disabilities, and the board of directors of ServiceSource, the largest community rehabilitative program in Virginia.

Specific qualifications, experience, skills and expertise include:

- Operating and management experience;
- Understanding of government contracting;
- Core business skills, including financial and strategic planning; and
- Deep understanding of our company, its history and culture.

Samuel R. Strickland is an Executive Vice President and our Chief Financial and Administrative Officer. He has served as our Chief Administrative Officer since 1999 and Chief Financial Officer since 2008. He joined our company in 1995, and became an Executive Vice President in 2004. Mr. Strickland is a member of the Finance and Operations Group and the Chief Information Officer (CIO) Leadership Council. Mr. Strickland serves on the Board of Trustees at the George Mason University Foundation, Inc.

Specific qualifications, experience, skills and expertise include:

- Finance, financial reporting, compliance and controls expertise;
- Understanding of government contracting; and
- Core business skills, including financial and strategic planning.

CG Appleby is our General Counsel and Chief Legal Officer and Secretary and has served in these positions since 1998. Mr. Appleby has been an employee of our company since 1974. Mr. Appleby is a former president and board member, and current member of the Washington Metropolitan Area Corporate Counsel Association; former president, and current board and executive Committee member, of the Northern Virginia Community Foundation; former chairman and board member, and current member of the Executive Committee, of the Professional Services Council; board member of the Fairfax County, Virginia Chamber of Commerce; Principal of the Council for Excellence in Government; board member of TeamFairfax 2013; and current member of the CharityWorks Advisory Board.

Horacio D. Rozanski is an Executive Vice President and was recently named our Chief Strategy and Talent Officer. He is co-chair of the Finance and Operations Group and a member of the People Strategy Steering Committee. Mr. Rozanski served as the Chief Personnel Officer of our company from 2002 through 2010. Mr. Rozanski joined our company in 1992 and became an Executive Vice President in 2009.

Joseph E. Garner is an Executive Vice President of our company and is the lead for our operations capability. Mr. Garner joined our company in 1983 and became an Executive Vice President in 2001. Mr. Garner is co-chair of the People Strategy Steering Committee and a member of the Finance and Operations Group.

Francis J. Henry, Jr. is an Executive Vice President of our company and is the market lead for the civil business. Mr. Henry joined our company in 1977 and became an Executive Vice President in 2009. Mr. Henry is the chairman of the Employees' Capital Accumulation Plan trustees and co-chair of the Finance and Operations Group.

Lloyd Howell, Jr. is an Executive Vice President of our company and is the client service officer for our financial services clients. Mr. Howell joined our company in 1988, left in 1991, rejoined in 1995 and became an Executive Vice President in 2005. He is chairman of the Ethics & Compliance Committee. Mr. Howell serves on the board of directors of the United Negro College Fund.

Joseph Logue is an Executive Vice President of our company and is the market lead for the defense business. Mr. Logue joined our company in 1997 and became an Executive Vice President in 2009. Previously, he led our former commercial Information Technology practice. He is a member of the Finance and Operations Group.

Joseph W. Mahaffee is an Executive Vice President of our company and is the location lead for our Northeast location. Mr. Mahaffee joined our company in 1981 and became an Executive Vice President in 2007. He is a member of the Technology Capability Leadership Team and the CIO Leadership Team. He is a member of the board of directors of the Independent College Fund of Maryland where he serves as the President of the Executive Steering Committee and Chairman of the National Security Scholarship Program.

John D. Mayer is an Executive Vice President of our company and is responsible for organizational transformation and change management initiatives for public sector clients. Mr. Mayer joined our company in 1997 and became an Executive Vice President in 2009. He is chairman of the board of directors of the Homeland Security and Defense Business Council, a member of the board of the Washington Education and

Tennis Foundation, and a member of the Corporate Advisory Board for the Darden School of Business at the University of Virginia.

John M. McConnell is an Executive Vice President of our company and is the market lead for the intelligence business. Mr. McConnell previously served from 2007 through 2009 as U.S. Director of National Intelligence. From 1996 through 2007, Mr. McConnell served as an officer of our company and became an Executive Vice President in 2009.

Patrick F. Peck is an Executive Vice President of our company and is the lead for our technology capability. Mr. Peck joined our company in 1984 and became an Executive Vice President in 2008. Mr. Peck is the co-chair of the CIO Leadership Council. He serves on the board of directors of Junior Achievement's National Capital Area.

Daniel F. Akerson has been a member of our Board since 2008. Mr. Akerson has served as Managing Director and Head of Global Buyout, The Carlyle Group, a private equity firm, since July 2009. Prior to this position, Mr. Akerson served as Managing Director and Co-Head of U.S. Buyout Fund, March 2003 to July 2009. Mr. Akerson currently serves as a director for American Express Company, since 1995, General Motors Company, since July 2009, and Freescale Semiconductor, Inc., since 2007. Mr. Akerson formerly served as a director for Manor Care, Inc., from 2008 to 2009, MultiPlan, Inc., from 2006 to 2009, Time Warner, Inc., from 2001 to 2002 and XO Holdings, Inc., from 1999 to 2003. Mr. Akerson has also served as former chairman, chief executive officer or president of several major companies, including General Instrument Corp., from 1993 to 1995, MCI Communications Corp., from 1983 to 1993, Nextel Communications Inc., from 1996 to 2001, and XO Communications, Inc. from 1999 to 2003. XO Communications, Inc. filed a voluntary petition under Chapter 11 of the U.S. Bankruptcy Code in June 2002, and emerged from bankruptcy proceedings in January 2003.

Specific qualifications, experience, skills and expertise include:

- Operating and management experience, including as chief executive officer, in technology-related businesses;
- Core business skills, including financial and strategic planning;
- Expertise in finance, financial reporting, compliance and controls and global businesses; and
- Public company directorship and committee experience.

Peter Clare has been a member of our Board since 2008. Mr. Clare is a Managing Director of The Carlyle Group, a private equity firm, as well as deputy head of U.S. Buyout and head of the Global Aerospace, Defense and Government Services Group. Mr. Clare has been with The Carlyle Group since 1992. He currently serves on the boards of directors of ARINC, since 2007, Sequa Corporation, since 2007, and Wesco Aircraft, since 2006.

Specific qualifications, experience, skills and expertise include:

- Operating experience;
- Understanding of government contracting;
- Core business skills, including financial and strategic planning;
- Public company directorship and committee experience; and
- Expertise in finance, financial reporting, compliance and controls and global businesses.

Ian Fujiyama has been a member of our Board since 2008. Mr. Fujiyama is a Managing Director of The Carlyle Group, a private equity firm, which he joined in 1997. Beginning in 1999, Mr. Fujiyama spent two years in Hong Kong and Seoul working in Carlyle's Asia buyout fund, Carlyle Asia Partners. He currently serves on the boards of directors of ARINC, since 2007, and United Components, Inc., since 2003.

Specific qualifications, experience, skills and expertise include:

- Operating experience;
- Understanding of government contracting;
- Core business skills, including financial and strategic planning; and
- Expertise in finance, financial reporting, compliance and controls and global businesses.

Philip A. Odeen has been a member of our Board since 2008. Mr. Odeen has served as the Chairman of the Board of Directors and Lead Independent Director of AES Corporation since 2009, and he has served as a director of AES since 2003. Mr. Odeen has served as the Chairman of the Board of Convergys Corporation since 2008, and he has served as a director of Convergys since 2000. From 2006 to 2007, Mr. Odeen served as Chairman of the Board for Avaya. He served as Chairman of the Board for Reynolds and Reynolds Company from 2006 to 2007 and was a director of Northrop Grumman from 2003 to 2008. Mr. Odeen retired as Chairman/CEO of TRW Inc. in December 2002. Mr. Odeen has provided leadership and guidance to our Board as a result of his varied global business, governmental and non-profit and charitable organizational experience of over 40 years.

Specific qualifications, experience, skills and expertise include:

- Operating and risk management experience, relevant to the oversight of operational risk management;
- Core business skills, including financial and strategic planning;
- Understanding of government contracting;
- Expertise in strategic planning and executive compensation; and
- Public company directorship and committee experience.

Charles O. Rossotti has been a member of our Board since 2008. Mr. Rossotti has served as a Senior Advisor to The Carlyle Group since June 2003. Prior to this position Mr. Rossotti served as the Commissioner of Internal Revenue of the Internal Revenue Service from 1997 to 2002. Mr. Rossotti co-founded American Management Systems, Inc., an international business and information technology consulting firm in 1970, where he served at various times as President, Chief Executive Officer and Chairman of the Board until 1997. Mr. Rossotti currently serves as a director for Bank of America Corporation, since 2009, and The AES Corporation, since 2003. Mr. Rossotti formerly served as a director of Merrill Lynch & Co., Inc., from 2004 to 2008.

Specific qualifications, experience, skills and expertise include:

- Operating and risk management experience, relevant to the oversight of operational risk management;
- Core business skills, including financial and strategic planning;
- Understanding of government contracting;
- Expertise in finance, financial reporting, compliance and controls and global businesses; and
- Public company directorship and audit committee experience.

Controlled Company

We intend to list our shares of Class A common stock, including the shares offered in this offering, on the New York Stock Exchange. For purposes of New York Stock Exchange rules, we expect to be a “controlled company.” Controlled companies under those rules are companies of which more than 50% of the voting power for the election of directors is held by an individual, a group or another company. Carlyle, through Coinvest, will continue to control more than 50% of the combined voting power of our common stock upon completion of this offering and will continue to have the right to designate a majority of the members of our Board for nomination for election and the voting power to elect such directors following this offering.

Accordingly, we are eligible to, and we intend to, take advantage of certain exemptions from New York Stock Exchange corporate governance requirements provided in the New York Stock Exchange rules. Specifically, as a controlled company under the New York Stock Exchange rules, we are not required to have (i) a majority of independent directors, (ii) a Nominating Committee composed entirely of independent directors or (iii) a Compensation Committee composed entirely of independent directors.

Board Composition

Our Board is currently composed of seven directors, including Dr. Shrader, our President and Chief Executive Officer, and Chairman of our Board, and Mr. Strickland, our Chief Financial Officer and Chief Administrative Officer. Our amended and restated bylaws will provide that our Board will consist of no more and no less than a certain number of directors. The exact number of members on our Board will be determined from time to time by resolution of a majority of our full Board. Our amended and restated bylaws will also provide that our Board will be divided into three classes whose members will serve three-year terms expiring in successive years. Each of our directors will serve for a term of one year. Directors hold office until the annual meeting of stockholders and until their successors have been duly elected and qualified. Prior to completion of this offering, our Board will be divided into three classes serving staggered three-year terms. At that time we will designate classes.

Under the stockholders agreement, Carlyle is entitled to nominate or designate a majority of the members of our Board. The stockholders agreement provides that when Carlyle holds less than 40% of the voting shares of common stock issued and outstanding, the terms of the stockholders agreement and the ability of Carlyle to designate a majority of the members of our Board will be renegotiated. We will be entering into the amended and restated stockholders agreement in connection with this offering. Upon completion of this offering, Carlyle will continue to have the right to designate a majority of the members of our Board for nomination for election and voting power to elect such directors.

Board Committees

Our Board has three standing committees: an Executive Committee, an Audit Committee and a Compensation Committee. Under the New York Stock Exchange rules, we will be required to have one independent director on our Audit Committee during the 90-day period beginning on the date of effectiveness of the registration statement filed with the SEC in connection with this offering. After such 90-day period and until one year from the date of effectiveness of the registration statement, we are required to have a majority of independent directors on our Audit Committee. Thereafter, our Audit Committee is required to be comprised entirely of independent directors. As a New York Stock Exchange controlled company, we are not required to have independent Nominating and Compensation Committees. The following is a brief description of our committees.

Executive Committee

Our Executive Committee is responsible, among its other duties and responsibilities, for assisting our Board in fulfilling its responsibilities. Our Executive Committee is responsible for approving certain corporate actions and transactions, including acquisitions of assets other than in the ordinary course and outside hires or terminations above the senior associate level. In addition, our Executive Committee currently selects or recommends candidates to the Board for election to our Board, develops and recommends to the Board corporate governance guidelines that are applicable to us and oversees Board and management evaluations. We intend to establish a Nominating Committee that will assume the functions related to nominating Board members and overseeing corporate governance. The members of our Executive Committee are Dr. Shrader and Messrs. Clare and Fujiyama. The charter of our Executive Committee will be available without charge on the investor relations portion of our website upon completion of this offering.

Audit Committee

Our Audit Committee is responsible, among its other duties and responsibilities, for overseeing our accounting and financial reporting processes, the audits of our financial statements, the qualifications and independence of our independent registered public accounting firm, the effectiveness of our internal control over financial reporting and the performance of our internal audit function and independent registered public accounting firm. Our Audit Committee reviews and assesses the qualitative aspects of our financial reporting, our processes to manage business and financial risks, and our compliance with significant applicable legal, ethical and regulatory requirements. Our Audit Committee is directly responsible for the appointment, compensation, retention and oversight of our independent registered public accounting firm. The charter of our Audit Committee will be available without charge on the investor relations portion of our website upon completion of this offering.

Messrs. Rossotti (Chairman), Strickland, Clare and Fujiyama are members of our Audit Committee. Rule 10A-3 of the Exchange Act requires us to have a majority of independent audit committee members within 90 days and all independent audit committee members (within the meaning of Rule 10A-3) within one year of the initial listing of our securities on the New York Stock Exchange. We intend to comply with these independence requirements within the appropriate time periods. As required by our Audit Committee charter, Mr. Strickland will step down as a member of our Audit Committee prior to the completion of this offering.

Compensation Committee

Our Compensation Committee is responsible, among its other duties and responsibilities, for reviewing and approving all forms of compensation to be provided to, and employment agreements with, the executive officers and directors of our company and its subsidiaries (excluding the Chief Executive Officer), reviewing and recommending to the non-management directors of the Board compensation arrangements for and employment agreements with the Chief Executive Officer, establishing the general compensation policies of our company and its subsidiaries and reviewing, approving and overseeing the administration of the employee benefits plans of our company and its subsidiaries. Our Compensation Committee also periodically reviews management development and succession plans. The members of our Compensation Committee are Dr. Shrader and Messrs. Odeen (Chairman), Clare and Fujiyama. The charter of our Compensation Committee will be available without charge on the investor relations portion of our website upon completion of this offering. As required by our Compensation Committee charter, Dr. Shrader will step down as a member of our Compensation Committee prior to the completion of the offering.

Code of Ethics

Prior to the completion of this offering, we will adopt a new written Code of Ethics and Conduct applicable to our directors, chief executive officer, chief financial officer, controller and all other officers and employees of Booz Allen Holding and its subsidiaries worldwide. Copies of the Code of Ethics will be available without charge on the investor relations portion of our website upon completion of this offering or upon request in writing to Booz Allen Hamilton Holding Corporation, 8283 Greensboro Drive, McLean, Virginia 22102, Attention: Corporate Secretary.

Director Compensation

Directors who are employed by us or by Carlyle do not receive any additional compensation for their services as a director. Our other directors, Philip A. Odeen and Charles O. Rossotti, are paid $100,000 per annum for their services on our Board. The directors may elect to receive payment in cash or restricted shares of our Class A common stock. Messrs. Odeen and Rossotti also received a grant of options under our Equity Incentive Plan in fiscal 2010 as compensation for joining our Board. Messrs. Odeen and Rossotti were also afforded the opportunity to purchase shares of our Class A common stock at fair market value. Mr. Rossotti purchased 3,905 shares of our Class A common stock in May 2010.

The amount paid for their service on our Board in fiscal 2010 is reflected in the table below.

Director Compensation Table

Name and Principal Position	Fees Earned or Paid in Cash ($)	Option Awards ($)(1)	Stock Awards ($)	Other(2) ($)	Total ($)
Philip A. Odeen	100,000(3)	55,610	57(3)	14,450	170,117
Charles O. Rossotti	100,000(4)	55,610	—(4)	28,889	184,499

(1) This column represents the grant date fair value of the options granted to our directors in fiscal 2010. The aggregate fair value of the awards was computed in accordance with FASB ASC Topic 718 based on the probable outcome of the performance conditions using the valuation methodology and assumptions set forth in Note 17 to our financial statements for the fiscal year ended March 31, 2010, which are incorporated by reference herein, modified to exclude any forfeiture assumptions related to service-based vesting conditions. The amounts in this column do not reflect the value, if any, that ultimately may be realized by the director.

The following table sets forth, by grant date, the aggregate number of stock awards outstanding at the end of fiscal 2010.

Option Awards for Service as a Director

	Option Awards				
Name	Number of Securities Underlying Unexercised Options Exercisable	Number of Securities Underlying Unexercised Options Unexercisable	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options	Option Exercise Price ($)	Option Expiration Date
Philip A. Odeen	200	267(a)	355(b)	60.77	05/07/2019
			178(c)	60.77	05/07/2019
Charles O. Rossotti	200	267(a)	355(b)	60.77	05/07/2019
			178(c)	60.77	05/07/2019

(a) The options vest and become exercisable, subject to the continued service of the director, ratably on June 30, 2009, 2010, 2011, 2012 and 2013. All service-vesting options fully vest and become exercisable immediately prior to the effective date of certain change in control events.

(b) The options vest and become exercisable, subject to the continued service of the director, ratably on June 30, 2009, 2010, 2011, 2012 and 2013 based on achievement of EBITDA performance goals, with the ability to "catch up" on missed goals if (x) the missed performance goal was at least 90% of target level and (y) cumulative EBITDA performance reaches the target cumulative levels during the five-year vesting period. In addition, any unvested performance options at the time of a change in control event vest immediately prior to the effective date of the event if Carlyle achieves a specified internal rate of return as a result of the event or the investment proceeds to Carlyle are at least a specified multiple of their invested capital.

(c) The options vest and become exercisable, subject to the continued service of the director, ratably on June 30, 2009, 2010, 2011, 2012 and 2013 based on achievement of cumulative cash flow performance goals, with the ability to "catch up" on missed goals if cumulative achievement reaches the target cumulative levels during the five-year vesting period. In addition, any unvested performance options at the time of a change in control event vest immediately prior to the effective date of event if Carlyle achieves a specified internal rate of return as a result of the event or the investment proceeds to Carlyle are at least a specified multiple of their invested capital.

(2) On July 27, 2009, our Board approved a special dividend of $10.87 per share paid on July 29, 2009 to holders of our Class A common stock, Class B non-voting common stock and Class C restricted common stock as of July 29, 2009. In addition, on December 7, 2009, our Board approved a special dividend of $46.42 per share paid on December 11, 2009 to holders of record of Class A common stock, Class B non-voting common stock and Class C restricted common stock as of December 8, 2009. The amount set forth

in the table reflects the dividends received by Messrs. Odeen and Rossotti with respect to their unvested Class A restricted common stock. Messrs. Odeen and Rossotti also received dividends of $9,841 and $19,682, respectively, on the restricted stock granted for fiscal 2010 that vested prior to the December 8, 2009 dividend record date, which amounts are not compensation and therefore are not reflected in the Director Compensation Table.

(3) Mr. Odeen elected to receive half of his compensation in the form of restricted stock, and was granted 424 shares of restricted Class A common stock in lieu of $50,000 of the cash payment. The shares of restricted stock awarded for services performed in fiscal 2010 vested in equal installments on September 30, 2009 and March 31, 2010. The grant date fair market value of the shares was $50,057, based on the $118.06 value of our stock on the May 7, 2009 grant date. Mr. Odeen also received a grant of 212 shares of stock in fiscal 2010 in lieu of half of his cash compensation for services as a director in fiscal 2009. These shares were vested immediately on grant and are not reflected in the Director Compensation Table as they were paid with respect to his services performed during fiscal 2009.

(4) Mr. Rossotti elected to receive his entire compensation in the form of restricted stock, and was granted 847 shares of restricted Class A common stock in lieu of the cash payment. The shares of restricted stock awarded for services performed in fiscal 2010 vested in equal installments on September 30, 2009 and March 31, 2010. The grant date fair market value of the shares was $99,997, based on the $118.06 value of our stock on the May 7, 2009 grant date. Mr. Rossotti also received a grant of 424 shares of stock in fiscal 2010 in lieu of his cash compensation for services as a director in fiscal 2009. These shares were vested immediately on grant and are not reflected in the Director Compensation Table as they were paid with respect to his services performed during fiscal 2009.

EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

The following discussion and analysis of compensation arrangements of our named executive officers for fiscal 2010 (as set forth in the Summary Compensation Table below) should be read together with the compensation tables and related disclosures set forth below. This discussion contains forward-looking statements that are based on our current plans, considerations, expectations and determinations regarding future compensation programs. Actual compensation programs that we adopt may differ materially from the currently planned programs summarized in this discussion.

Named Executive Officers

Our named executive officers for fiscal 2010 are: Ralph W. Shrader, our President and Chief Executive Officer, Samuel R. Strickland, our Chief Financial Officer, and three of our Executive Vice Presidents, CG Appleby, Joseph E. Garner, and John M. McConnell.

Executive Compensation Philosophy and Objectives

Although we are a corporation, we operate with a partnership-style culture and compensation system that fosters internal collaboration. Our compensation structure for our officers is centered around a transparent compensation system and a single profit center and firm-wide bonus pool. This distinctive system fosters internal collaboration which allows us to compete externally by motivating our officers to act in the best interest of the firm through an emphasis on client service and by encouraging the rapid and efficient allocation of our people across markets, clients and opportunities.

Utilizing this philosophy, our executive compensation program has been designed to:

- attract, motivate and retain executives of outstanding ability to meet and exceed the demands of our clients;
- focus management on optimizing stockholder value and fostering an ownership culture;
- create appropriate rewards for outstanding performance and penalties for under-performance; and
- provide competitive rewards and foster collaboration by:
  - rewarding executives for their contribution to our overall performance and financial success and, at the same time, recognizing the spirit and culture of collaboration that has defined us throughout our history; and
  - determining and allocating incentives based on our performance as a whole while measuring individual performance over the long term to facilitate long-term investment and resource allocation.

Setting Executive Compensation

Our Compensation Committee is responsible for evaluating the compensation levels for our executive officers, including our named executive officers. The committee takes into consideration, based upon their collective experience and reasoned business judgment, labor market data and recommendations from management. Management’s recommendations are based on an extensive, 360-degree assessment process executed by the officers and overseen by the executive officers. Our executive compensation program is based on a core belief that transparency and peer-pressure increase overall performance, and that executive impact must be measured over both a short- and long-term horizon in order to maximize stockholder value creation. Accordingly, all executives within one of our six officer compensation bands (more fully described below) receive the same compensation, which is based on overall firm performance, and sustained individual performance is rewarded through accelerated progression through the levels. Our Chief Executive Officer is in a separate level from other officers that receives 10% more than the executives in the next highest level, recognizing his unique role.

Our Compensation Committee has the goal of structuring a compensation program that allows us to attract and retain top tier talent and provide significant incentives for exceeding our performance targets and significant penalties for underperformance. Our Compensation Committee has recognized that our current compensation program has focused on cash compensation based on annual financial performance.

It is anticipated that we will modify our compensation programs in the future to provide for a greater proportion of equity-based incentives that vest over a longer term as contrasted with current compensation and incentives.

We use relevant quantitative and qualitative measures to set compensation for the fiscal year based on overall performance objectives and broad market parameters. Currently, our management obtains market analysis and executive compensation survey data from nationally recognized survey providers, including Towers Perrin Executive Survey, Mercer Executive Survey, CHiPS Executive and Senior Management Total Compensation Survey, and Watson Wyatt Top Management Survey. We segment these surveys based on company revenue and government contracting and professional services industries. We do not use survey data to set compensation; instead, we use it as a check to confirm that our compensation is within a competitive range. In addition, our management consults with William M. Mercer, Inc., which provides executive compensation design, best practice data and assists us in determining market competitive positioning.

Historically, our Chief Executive Officer has participated in Compensation Committee meetings as a member of the committee and made recommendations to our Compensation Committee with respect to the setting of performance targets for our executive officers. Upon completion of this offering, our Chief Executive Officer will not be a member of our Compensation Committee. Nevertheless, we expect that he will continue to provide input to our Compensation Committee regarding our executive compensation programs, as, and to the extent, requested by our Compensation Committee.

Elements of Compensation

Our executive compensation consists of the following components, which are designed to provide a mix of fixed and at-risk compensation that is heavily tied to the achievement of our short and long term financial goals and designed to promote a long-term career with our company:

- cash compensation, a portion of which is paid as base salary, designed to reflect the requirements of the marketplace in order to attract and keep our executive talent, and a portion of which is short-term cash incentive compensation (consisting of annual cash bonuses), designed to reward our executive officers for annual improvements in key areas of our operational and financial performance;
- long-term equity incentive plans, designed to reward our executive officers for growing our company over the long term and aligning our executive officers' interests with our stockholders;
- retirement benefits, designed to build financial security for our executive officers and promote a long-term career with our company, including a defined contribution 401(k) plan, company contributions to the defined contribution 401(k) plan and annual cash payments to supplement the contribution in cases where the IRS retirement contribution limits are reached, a lump-sum retirement payment and employer-paid retiree healthcare; and
- executive benefits, including enhanced health and welfare benefits, financial counseling and club memberships.

A detailed description of these components is provided below.

A substantial amount of each executive officer's total annual cash compensation opportunity is at-risk and tied to our annual financial performance.

Cash Compensation. As discussed above, our compensation program is structured to drive company-wide performance by encouraging internal collaboration and client service through the fluid application of resources to where they can add the most value. Key to this program is a cohort structure under which all officers are assigned to one of six bands plus a separate and distinct band for our Chief Executive Officer.

Each band is assigned a standard number of points per executive with all executives within the band assigned the same number of points. The number of points assigned to each executive in each band remains constant from year to year, however the planned monetary value of each point is evaluated annually based on a number of factors discussed below. The dollar value of each point is the same across all cohort bands. Officers progress upward through the bands based on their competencies and performance over time.

Prior to the start of our fiscal year, the Chief Strategy and Talent Officer, together with the Chief Financial Officer, establish an appropriate level of cash compensation within each band by reviewing historical compensation levels and adjusting those levels to reflect factors such as projected profitability for the coming fiscal year compared to the current fiscal year. The result is then compared to market survey data as a check to confirm that the compensation within each band is within a competitive range and to ensure that cash compensation opportunities for each band are at a level that allows us to attract and retain key talent. The result is the recommendation of a per point value that is multiplied by the number of points assigned to each executive to determine a planned annual cash compensation. Although the monetary point value for each band is reviewed annually, changes do not ordinarily occur every year. A portion of the cash compensation is designated as base salary and is paid monthly. The remaining portion of the cash compensation is designated as an incentive bonus which is paid annually based on achievement of company performance targets with upward or downward adjustments for exceeding or falling below the targets. Our Compensation Committee reviews the recommendation from management as well as the market information provided and approves a monetary value for each point and therefore the base salary and total cash compensation for each executive assuming firm targets are achieved. For fiscal 2010, the monetary value per point was increased across all bands by approximately 3% over the prior fiscal year to recognize the greater difficulty in reaching our growth targets in light of the economic environment. The increase was allocated to the incentive bonus opportunity rather than base salary because of our performance-driven compensation focus. Because of this focus, base salary levels within each band have not increased in several years and did not increase for fiscal 2010.

As discussed above, our Chief Executive Officer, Dr. Shrader, is in a distinct band and receives 10% higher cash compensation than the executive officers in the next highest band due to his unique responsibilities. Messrs. Appleby, Garner and McConnell were in our highest band (excluding the band for our Chief Executive Officer) because of their level of experience and performance over time and ability to impact financial performance (in the case of Messrs. Garner and McConnell) and our business operations (in the case of Mr. Appleby) and accordingly received the same cash compensation for fiscal 2010. Mr. Strickland was in the second highest band (excluding the band for our Chief Executive Officer) because of his level of experience, performance over time and impact on our financial operations and, accordingly, received the same cash compensation for fiscal 2010 as the other officers in his band.

For fiscal 2010, each of our named executive officers earned the base salary set forth in the “Salary” column of the Summary Compensation Table. Base salary levels within each band will remain the same for fiscal 2011. However Mr. Strickland’s salary for fiscal 2011 will increase as a result of his promotion, effective April 1, 2010, to align his salary with that of his new cohort band.

The annual incentive portion of our executive officers’ cash compensation is provided through our annual performance bonus program. The bonus portion of the total cash compensation as discussed above creates an aggregate bonus pool for the year. The bonus pool is established by multiplying the bonus portion of the point value times the aggregate number of points (reduced for fringe and other charges). Annual incentive bonuses are paid as a result of meeting the target “Bonus EBITDA,” which is defined as our consolidated earnings before interest, taxes, depreciation, amortization, stock-option based and other equity-based compensation expenses, management, transaction and similar fees paid to the principal stockholders or their affiliates, as reflected on our audited consolidated financial statements for such fiscal year, and adjusting for certain extraordinary and non-recurring items as determined by the bonus plan administrator. We base annual bonuses on Bonus EBITDA because it is a direct reflection of the cash flow and operating profitability of our business and it represents the element of our performance that executives can most directly impact.

Upon availability of our year end operating results, our Compensation Committee reviews the Bonus EBITDA, and in its sole discretion approves any adjustments to the plan bonus pool. Adjustments are based on performance against target Bonus EBITDA. During fiscal 2009 and fiscal 2010, to incentivize our

executives to exceed target Bonus EBITDA levels and thereby increase long-term company value, our compensation committee determined that the bonus pool should be increased or decreased by up to 50% of the amount over or under target or such lesser percentage as our Compensation Committee may determine. At its sole discretion, our Compensation Committee may increase or decrease the amount of the bonus pool to take into consideration the impact of any extraordinary and non-recurring items or other factors. In applying this discretion, the committee generally increases the bonus pool by less than 50% to the extent the increase is due to short-term improvements that are not expected to result in long term value to our company. The additional and discretionary adjustments allow the compensation committee to limit increases in the bonus pool to factors over which the executives have control and that result in long-term value for our company. Following any adjustment for extraordinary and nonrecurring items and other factors, the bonus pool is further reduced to account for the additional fringe benefit costs incurred as a result of the additional bonus payment to our officers. The final bonus pool as approved by our Compensation Committee is distributed to our officers on a consistent per point basis.

For fiscal 2010 the target Bonus EBITDA was $337.0 million and actual results were $399.8 million. The calculation of Bonus EBITDA for fiscal 2010 is as follows:

EBITDA	$295,317
Compensation Adjustments	97,266
Other Adjustments	7,262
Bonus EBITDA	$399,845
Bonus EBITDA Target	$337,000

As shown above, for fiscal 2010, actual Bonus EBITDA exceeded target Bonus EBITDA by $62.8 million. Accordingly, our Compensation Committee approved the payment of an initial bonus at the target level and an increase to the bonus pool of approximately $25.4 million representing 50% of the excess of actual Bonus EBITDA over target Bonus EBITDA reduced as provided in the preceding paragraph. As with base salary, each executive officer within the same band received the same bonus amount. Accordingly, consistent with the other officers in their compensation band, Messrs Appleby, Garner and McConnell received the same bonus amount for fiscal 2010, Dr. Shrader received 10% above that amount and Mr. Strickland received a lower bonus amount.

For fiscal 2010, each of our named executive officers received payments under the annual performance program as reflected in the "Non-Equity Incentive Plan Compensation" column of the Summary Compensation Table.

Our current annual performance program is based on meeting corporate annual performance goals. As more completely described below under "Changes to Our Compensation Program in Connection with this Offering," we expect to structure our future annual performance bonus to be delivered via a mix of cash and equity. The equity portion will vest over time to more closely align our compensation program with market practices and enable future generations of officers to continue to own personally-significant amounts of our company stock.

Long-term Equity Incentive Plans. We believe that our executive officers should hold significant amounts of equity to align their interests to those of our stockholders, and, accordingly, long-term equity compensation is an important component of our compensation program. Prior to Carlyle's investment in our company in 2008, our Predecessor granted stock options to our executive officers that vested and were exercisable on fixed dates over a period of years. In connection with Carlyle's investment, these stock options were converted into stock options and restricted stock with fixed vesting and exercise dates under our Officers' Rollover Stock Plan. Following that transaction and prior to the completion of this offering, our long-term incentive program has consisted of awards of stock options to our executives under the Equity Incentive Plan. We believe stock options further our objective of aligning the interests of our executive officers with those of our stockholders by providing our executive officers with a continuing stake in our long-term success and by rewarding only the future growth in our equity value. We have not historically granted stock options to our executive officers on an annual basis. Instead, an option grant is made only upon hire of an executive officer and/or upon promotion, so that each executive officer within the same band would receive the same number of options and total compensation. All of our named executive officers other than Mr. McConnell received a grant of stock options in 2008 following Carlyle's investment in our company.

Mr. McConnell received an award of options in fiscal 2010 upon his rehire, which is set forth in the "All Other Option Awards: Number of Securities Underlying Options" column in the Grants of Plan-Based Awards Table. At the beginning of fiscal 2011, Mr. Strickland received a grant of 4,500 performance-vesting stock options to reflect his promotion to the next senior level. Although our Compensation Committee approves the grant of stock options under the Equity Incentive Plan, the grants are made based on the band of the executive at the time of promotion and/or hire and generally do not take into account awards under the Officers' Rollover Stock Plan, which were based on compensation initially awarded by our Predecessor. However, award levels under the Equity Incentive Plan for officers with long tenures and more equity under our Officers' Rollover Stock Plan were reduced to provide greater equity incentives to officers in lower compensation bands.

The terms of the options under the Equity Incentive Plan were negotiated between members of management and Carlyle at the time they invested in our company. A portion of the options vest based on continued service and the remainder vest based on achievement of EBITDA and cumulative cash flow performance goals. The terms of the options are more fully described in footnote 2 to the Grants of Plan-Based Awards Table.

The EBITDA target for option vesting for fiscal 2010 was $294.6 million, with the annual target level increasing by 12% each year thereafter. The cumulative cash-flow target for fiscal 2010 was $194.4 million, with the annual amount used to calculate the cumulative target increasing by approximately 12% per year (and subject to upward or downward adjustment for changes in net revenue growth).

For purposes of the options, "EBITDA" is calculated in the same manner as Bonus EBITDA under the annual performance bonus program; and "cash flow" means (i) EBITDA for a fiscal year less (ii) the increase in adjusted working capital (accounts receivable (net) less accounts payable, less other accrued expenses) in the fiscal year (which may be a positive or a negative number) less (iii) any overruns in the annual budget for capital expenditures in the financial plan approved by the Board for that fiscal year.

In connection with the payment of a special dividend of $10.87 per share on July 29, 2009 and the payment of a special dividend of $46.42 per share on December 11, 2009, in each case to holders of record of Class A common stock, Class B non-voting common stock and Class C restricted common stock as of July 29, 2009 and December 8, 2009, respectively, outstanding options were required to be adjusted under the terms of our Officers' Rollover Stock Plan and Equity Incentive Plan. Our Compensation Committee determined to adjust options by reducing the exercise price to reflect the reduction in the value of our stock as a result of each of the extraordinary dividends, rather than to adjust both the exercise price and the number of shares issuable upon exercise of the options, to avoid the increase in the number of shares issuable upon exercise. Because the reduction in share value exceeded the exercise price for certain of our Rollover options, the exercise price for those options was reduced to the par value of the share issuable on exercise, and the holders, including our executive officers, became entitled to receive, on the option's fixed exercise date, a cash payment equal to the excess of the reduction in share value as a result of the dividend over the reduction in exercise price, subject to vesting of the related options.

For additional information on the stock options granted under the Equity Incentive Plan and Officers' Rollover Stock Plan, see "Executive Compensation Plans" below.

Defined Contribution Retirement Plan. We provide retirement benefits to our executive officers in order to provide them with additional security in retirement, while allowing them to direct the investment of their retirement savings as they choose. All employees, including our executive officers, are automatically eligible to participate in the tax-qualified Employees' Capital Accumulation Plan, or ECAP, our 401(k) plan. We make contributions to ECAP annually. In addition to contributions made to the tax-qualified ECAP, executive officers receive a cash payment equal to a percentage of eligible compensation in excess of the eligible compensation limit of the Internal Revenue Code which is intended as a supplement to the retirement plan contribution.

Other Retirement Benefits. We provide additional retirement benefits to our executive officers in order to provide them with additional security in retirement and promote a long-term career with our company. Our

executive officers participate in the Officers' Retirement Plan, under which the executive officer may retire with full benefits after a minimum of either (x) age 60 with five years of service as an officer or (y) age 50 with ten years of service as an officer. An eligible executive officer who retires and does not receive severance benefits is entitled to receive a single lump sum retirement payment equal to $10,000 for each year of service as an officer, pro-rated as appropriate, and an annual allowance of $4,000 for financial counseling and tax preparation assistance. Our retirees are also eligible to receive comprehensive coverage for medical, pharmacy and dental health care. The premiums for this benefit are paid by us.

Benefits and Perquisites. Our employees are eligible to participate in a full complement of employer paid benefit plans. Our executive officers also participate in enhanced medical and dental plans, life insurance, AD&D and personal liability coverage. Although our executive officers receive additional benefits and perquisites, such as executive medical, financial counseling and club membership reimbursement, we do not consider these to be a principal component of their compensation. We believe that our executive officer benefits and perquisite programs are reasonable and commensurate with benefits and perquisites provided to executive officers of similarly situated companies within our industry, and are necessary to sustain a fully competitive executive compensation program.

The perquisites include initiation fees for club memberships and reasonable dues on an annual basis and up to $15,000 per year for financial counseling, up to $7,500 every three years to update an estate plan, up to $3,000 for preparation of estate plans following relocation to a new tax jurisdiction and a one-time reimbursement of up to $5,000 for retirement financial planning. For more detail on the perquisites that our named executive officers receive, see footnote 5 to the "Summary Compensation Table" below.

Changes to Our Compensation Program in Connection with this Offering

Adoption of Annual Incentive Plan. Our Board will adopt a new compensation plan in connection with this offering because it believes that the new plan will more appropriately align our compensation programs with those of similarly situated public companies. For a description of the annual incentive plan, see "Executive Compensation Plans" below. Going forward, we expect to deliver a portion of the current annual compensation in the form of equity.

The amount of the annual incentive payment will be calculated in the same fashion as it previously was under the annual performance bonus program with the only change being that a portion of the bonus is expected to be paid in the form of equity. For fiscal 2011, the target bonus value was set at the beginning of the year and is subject to achievement of target Bonus EBITDA results. If Bonus EBITDA results exceed target, one-third of the dollars above target will be added to the pool available for officer compensation. If Bonus EBITDA results are below target, one-third of the dollars below target will be subtracted from the pool available for officer compensation. In each case, the additions or subtractions are subject to the adjustment of our Compensation Committee to take into consideration the impact of any extraordinary and non-recurring items and other factors. We determined to base annual bonuses for fiscal 2011 on Bonus EBITDA because it is a direct reflection of the cash flow and operating profitability of our business and it represents the element of our performance that executives can most directly impact. Our Compensation Committee has the discretion to determine the actual payments to our executive officers, subject to achievement of the performance measures. As described above, we expect that a portion of the annual incentive payment will be paid in cash and a portion will be paid in equity that will vest based on the passage of time, subject to the executive officer's continued employment by our company.

Executive Ownership Guidelines. Upon completion of this offering, we will establish equity ownership guidelines for our executive officers to further align their interests to those of our stockholders. Each of our named executive officers will have five years to achieve equity ownership with a value equivalent to the amount set forth in the following table:

Named Executive Officers:	**Ownership Guideline:**
Chief Executive Officer	5x base salary
Other Named Executive Officers	3x base salary

In calculating an executive officer's ownership, vested stock options issued under the Equity Incentive Plan, all stock options under the Officers' Rollover Stock Plan and vested and unvested restricted stock will be considered owned by the executive. We determined these ownership levels based on market and good governance practices. For more details on the Equity Incentive Plan and the Officers' Rollover Stock Plan, see "Executive Compensation Plans" below.

Government Limitations on Compensation

As a government contractor, we are subject to FAR, which governs the reimbursement of costs by our government clients. FAR 31.205-6(p) limits the allowability of senior executive compensation to a benchmark compensation cap established each year by the Administrator of the Office of Federal Procurement Policy under Section 39 of the Office of Federal Procurement Policy Act (41 U.S.C. 435). The benchmark cap applies to the five most highly compensated employees in management positions. When comparing senior executive compensation to the benchmark cap, all wages, salary, bonuses and deferred compensation, if any, for the year, as recorded in our books and records, must be included. The current benchmark compensation cap, effective January 1, 2010 and as published in the Federal Register, is $693,951. Any amounts over the cap are considered unallowable and are therefore not recoverable under our government contracts. FAR also limits the allowability of reimbursement for non-senior executive compensation.

Policy On Recovering Bonuses In The Event of a Restatement

We have included provisions in our Annual Incentive Plan and our Equity Incentive Plan that provide us with the ability after this offering to impose the forfeiture of bonuses and equity compensation and the recovery of certain bonus amounts and gains from equity compensation awarded under those plans in the event of an accounting restatement due to material non-compliance with any financial reporting requirements under the securities laws with respect to individuals who engage in misconduct or gross negligence that results in a restatement of our financial statements, individuals subjected to automatic forfeiture under Section 304 of the Sarbanes-Oxley Act of 2002, and, to the extent that, based on erroneous data, any award or payment is in excess of what would have been paid under the accounting restatement during the three-year period preceding the date on which a financial restatement is required, current or former executive officers, or as otherwise required under applicable laws or regulations. In addition, if an individual engages in certain other misconduct, we have the discretion to suspend vesting of all or a portion of any award and/or require the forfeiture or disgorgement to us of any equity award (including gains on the sale of the stock, if any) that vested, was paid or settled in the twelve months prior to or any time after the individual engaged in such misconduct. See "Executive Compensation Plans — Annual Incentive Plan — Forfeiture" and "— Equity Incentive Plan — Other Forfeiture Provisions" below.

Certain Change in Control Provisions

Options and restricted stock awarded under our Officers' Rollover Stock Plan and options granted under our Equity Incentive Plan prior to the date of this prospectus contain provisions that accelerate vesting in connection with certain change in control events. Under the Officers' Rollover Stock Plan and the Equity Incentive Plan, "change in control" is generally defined as the acquisition by any person (other than Carlyle) of 50% or more of the combined voting power our company's then outstanding voting securities, the merger of our company if its stockholders immediately prior to the merger together with Carlyle do not own more than 50% of the combined voting power of the merged entity, the liquidation or dissolution of our company (other than in a bankruptcy proceeding or for the purposes of effecting a corporate restructuring or reorganization) or the sale of all or substantially all the assets of our company to non-affiliates. Options and restricted stock granted under the Officers' Rollover Stock Plan vest upon a change in control. Vesting of options granted under our Equity Incentive Plan is accelerated only as a result of events that result in liquidity to Carlyle. These provisions were negotiated at the time of Carlyle's investment in our company and are designed to motivate management to assist our principal stockholders in achieving a favorable return on their investment in our company.

Following the completion of this offering, in the event of a change in control, unless the plan administrator determines otherwise, all time-vesting awards under the Equity Incentive Plan will fully vest and a pro-rated portion of outstanding performance-vesting awards will vest based on the performance achieved as of the change in control.

Policies On Timing of Equity Grants

We expect that following the completion of this offering it will be our policy not to time the granting of equity awards in relation to the release of material, non-public information. Accordingly, we expect that regularly scheduled awards will be permitted to be granted at times when there is material non-public information. We expect that we will generally grant awards to new hires at the time of hire, promotion awards at the time of promotion and annual awards in June. In addition, it is our policy not to grant equity awards with effect from, or with an exercise price based on market conditions as they existed on, any date prior to the date on which the party in which granting authority is vested (typically our Compensation Committee or our Chief Executive Officer) takes formal action to grant them. It is our policy to promptly document any equity awards that we make; we would normally regard documenting to be prompt if we were to communicate the terms of the awards to their recipients, and to obtain signed award agreements governing the grants back from them, within one month of the date formal action is taken to issue them.

Effect of Accounting and Tax Treatment on Compensation Decisions

Section 162(m) of the Internal Revenue Code imposes a limit on the amount of compensation that we may deduct in any one year with respect to certain "covered employees," unless certain specific and detailed criteria are satisfied. Performance-based compensation, as defined in the Internal Revenue Code, is fully deductible if the programs are approved by stockholders and meet other requirements. As described above, all of our short-term non-equity incentive compensation is determined based upon the achievement of certain predetermined financial performance goals, which would generally permit us to deduct such amounts pursuant to Section 162(m). Pursuant to applicable regulations, Section 162(m) will not apply to compensation paid or stock options or restricted stock granted under the compensation agreements and plans described in this prospectus during the reliance transition period ending on the earlier of the date the agreement or plan is materially modified or the first stockholders meeting at which directors are elected during 2014. While we will continue to monitor our compensation programs in light of Section 162(m), our Compensation Committee considers it important to retain the flexibility to design compensation programs that are in the best long-term interests of our company and our stockholders, particularly as we continue our transition from a private to a public company. As a result, we have not adopted a policy requiring that all compensation be deductible and our Compensation Committee may conclude that paying compensation at levels that are not deductible under Section 162(m) is nevertheless in the best interests of our company and our stockholders.

Other provisions of the Internal Revenue Code can also affect compensation decisions. Section 409A of the Internal Revenue Code, which governs the form and timing of payment of deferred compensation, imposes sanctions, including a 20% penalty and an interest penalty, on a recipient of deferred compensation that does not comply with Section 409A. Our Compensation Committee takes into account the potential implications of Section 409A in determining the form and timing of compensation awarded to our executives and strives to structure its nonqualified deferred compensation plans to meet these requirements.

Section 280G of the Internal Revenue Code disallows a company's tax deduction for payments received by certain individuals in connection with a change in control to the extent that the payments exceed an amount approximately three times their average annual compensation and Section 4999 of the Internal Revenue Code imposes a 20% excise tax on those payments. As described above, options and restricted stock awarded under our Officers' Rollover Stock Plan and options granted under our Equity Incentive Plan have or will contain provisions that accelerate vesting of all or a portion of the awards in connection with a change in control. To the extent that payments upon a change in control are classified as excess parachute payments, our company's tax deduction would be disallowed under Section 280G.

Compensation Tables and Disclosures

Summary Compensation Table

Name and Principal Position	Year (1)	Salary ($)	Bonus ($)	Option Awards ($)(2)	Non-Equity Incentive Plan Compensation ($)(3)	Change in Pension Value and Nonqualified Deferred Compensation Earnings ($)(4)	All Other Compensation ($)(5)	Total ($)
Ralph W. Shrader, President and Chief Executive Officer	2010	1,162,500	—	—	1,559,145	32,694	1,474,503	4,228,842
Samuel R. Strickland, Executive Vice President and Chief Financial Officer	2010	825,000	—	—	1,106,490	69,700	1,062,115	3,063,305
CG Appleby, Executive Vice President and General Counsel	2010	1,050,000	—	—	1,408,260	42,085	1,394,506	3,894,851
Joseph E. Garner, Executive Vice President	2010	1,050,000	—	—	1,408,260	50,985	1,298,793	3,808,038
John M. McConnell, Executive Vice President	2010	1,050,000	—	1,525,434	1,408,260	28,277	122,353	4,134,324

(1) Year reflects fiscal 2010 — April 1, 2009 to March 31, 2010.

(2) This column represents the grant date fair value of the options granted in fiscal 2010 at the time of Mr. McConnell's rehiring. Options are generally granted only on hire or promotion. See "Compensation Discussion and Analysis — Elements of Compensation — Long-term Equity Incentive Plans." The aggregate fair value of the awards was computed in accordance with FASB ASC Topic 718 based on the probable outcome of the performance conditions using the valuation methodology and assumptions set forth in Note 17 to our financial statements for the fiscal year ended March 31, 2010, which are incorporated by reference herein, modified to exclude any forfeiture assumptions related to service-based vesting conditions. The amounts in this column do not reflect the value, if any, that ultimately may be realized by Mr. McConnell.

(3) This column reflects bonuses under our annual performance bonus plan, which provides awards based on the achievement of a corporate performance objective. Awards under the annual performance bonus plan are paid in cash. The annual performance bonus plan is described more fully at "Compensation Discussion and Analysis — Elements of Compensation — Cash Compensation."

(4) This column reflects the change in value over fiscal 2009 of the retiree medical and cash retirement benefit for each of our named executive officers.

(5) The table below describes the elements included in All Other Compensation.

Name	Dividends and Related Payments on Unvested Restricted Stock and Vested Stock Options ($)(a)	Club Membership ($)	Financial Counseling ($)	Qualified Company Contributions to 401(k) ($)	Non-Qualified Company Retirement Contributions to Employee ($)	Executive Medical Plan Contributions ($)	Tax Gross Ups ($)(b)	Other ($)(c)	Total ($)
Ralph W. Shrader	927,758	33,753	15,000	32,377	392,371	34,677	8,628	29,939	1,474,503
Samuel R. Strickland	675,348	32,481	3,040	32,377	264,629	34,677	3,215	16,348	1,062,115
CG Appleby	927,758	11,795	15,000	32,377	349,790	34,677	4,998	18,111	1,394,506
Joseph E. Garner	837,255	13,510	10,000	32,377	349,790	34,677	3,729	17,455	1,298,793
John M. McConnell	0	0	7,166	32,377	22,000	34,677	4,787	21,346	122,353

(a) On July 27, 2009, our Board approved a special dividend of $10.87 per share paid on July 29, 2009 to holders of record of our Class A common stock, Class B non-voting common stock and Class C restricted common stock as of July 29, 2009. In addition, on December 7, 2009, our Board approved a special dividend of $46.42 per share paid on December 11, 2009 to holders of record as of December 8, 2009 of our Class A common stock, Class B non-voting common stock and Class C restricted common stock. In connection with these dividends and based on their equity holdings, our named executive officers received these dividend payments with respect to unvested Class C restricted common stock. Dividends on vested shares are not included because they are not considered compensation. In addition, in accordance with the terms of the Officers' Rollover Stock Plan, the exercise price of outstanding stock options was reduced by the reduction in value of our common stock as a result of each of the dividends. For any stock option with an exercise price less than the amount of the adjustment, the exercise price was reduced to the par value of our Class A common stock ($0.01), and the option-holder was granted a right to receive a cash payment, in the same calendar year as the year the related option is required to be exercised, equal to the difference between the amount of the special dividend and the amount by which the related option's exercise price was reduced. Amounts earned or paid in fiscal 2010 are included in this column. Amounts earned or paid with respect to vested options are set forth in the Nonqualified Deferred Compensation Table below.

(b) Includes tax gross-ups relating to life insurance coverage and milestone anniversary awards.

(c) Includes: medical, dental, supplemental medical, life insurance, accident insurance, personal excess liability coverage, estate planning and milestone anniversary awards.

Grants of Plan-Based Awards

Name	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards(1)			Estimated Future Payouts Under Equity Incentive Plan Awards			All Other Stock Awards; Number of Shares or Stock Units	All Other Option Awards: Number of Securities Underlying Options	Exercise or Base Price of Option Awards ($/Sh)	Grant Date Fair Value of Stock and Option Awards ($)
		Threshold ($)	Target ($)	Max ($)	Threshold ($)	Target ($)	Max ($) (H)				
Ralph W. Shrader	06/29/09	—	1,046,250	—	—	—	—	—	—	—	—
Samuel R. Strickland	06/29/09	—	742,500	—	—	—	—	—	—	—	—
CG Appleby	06/29/09	—	945,000	—	—	—	—	—	—	—	—
Joseph E. Garner	06/29/09	—	945,000	—	—	—	—	—	—	—	—
John M. McConnell	06/29/09	—	945,000	—	—	—	—	—			
	05/07/09	—	—	—	—	—	—	—	27,500(2)	118.06(3)	1,525,434

(1) Reflects target bonus levels for fiscal 2010 under our annual performance bonus plan, which provides awards based on the achievement of a corporate performance objective. Awards under the annual performance bonus plan are paid in cash. The annual performance bonus plan is described more fully at "Compensation Discussion and Analysis — Elements of Compensation — Cash Compensation." Non-equity incentive plan awards have no minimum threshold or maximum cap payouts. The actual bonuses paid under the plan for fiscal 2010 are reflected in the Summary Compensation Table.

(2) On May 7, 2009, upon rejoining our company, Mr. McConnell received one-time awards of time-vesting and performance-vesting stock options under our Equity Incentive Plan. See "Executive Compensation Plans," below, for a description of our Equity Incentive Plan.

One-third of the options are service-vesting options, which vest and become exercisable, subject to the continued employment of the named executive officer, ratably over three years. Two-thirds of the options are performance options, which vest and become exercisable, subject to the continued employment of the named executive officer, ratably over three years based on achievement of EBITDA and cumulative cash flow performance goals, with the ability to "catch up" on missed goals if cumulative achievement reaches the target cumulative levels during the three-year vesting period. In the case of an option that vests based

on EBITDA performance, the missed performance goal must be at least 90% of the target level to be eligible for "catch up."

All service-vesting options become fully vested and exercisable immediately prior to the effective date of certain change in control events. Any unvested performance options at the time of such a change in control event vest immediately prior to the effective date of event if Carlyle achieves a specified internal rate of return or the investment proceeds to Carlyle are at least a specified multiple of their invested capital.

For purposes of the options, "internal rate of return" means the internal rate of return realized by Carlyle on its invested capital as a result of the proceeds realized, or deemed realized, by Carlyle on its capital, calculated without reduction for any taxes and after giving effect to the vesting of any awards granted under the Equity Incentive Plan.

(3) Reflects the exercise price on the grant date. The exercise price has been adjusted to $60.77 to reflect the two extraordinary dividends paid in fiscal 2010. See "Compensation Discussion and Analysis — Elements of Compensation — Long-term Equity Incentive Plans."

Outstanding Equity Awards at Fiscal Year-End Table

	Option Awards					Stock Awards	
Name	Number of Securities Underlying Unexercised Options Exercisable	Number of Securities Underlying Unexercised Options Unexercisable	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options	Option Exercise Price ($)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested(5)	Market Value of Shares or Units of Stock That Have Not Vested ($)(6)
Ralph W. Shrader						10,445.3333	1,337,316
	2,799	3,734(1)	4,853.55(2)	42.71	11/19/2018		
			2,613.45(3)	42.71	11/19/2018		
		13,895.154(4)		0.01	08/29/2010		
		11,910.132(4)		0.01	08/29/2011		
		7,940.088(4)		0.01	08/29/2012		
		7,940.088(4)		0.01	08/29/2013		
		5,955.066(4)		0.01	08/29/2014		
Samuel R. Strickland						7,082.0000	906,708
	3,699	4,934(1)	6,413.55(2)	42.71	11/19/2018		
			3,453.45(3)	42.71	11/19/2018		
		11,579.295(4)		0.01	08/29/2010		
		9,925.11(4)		0.01	08/29/2011		
		6,616.74(4)		0.01	08/29/2012		
		6,616.74(4)		0.01	08/29/2013		
		4,962.555(4)		0.01	08/29/2014		
CG Appleby						10,445.3333	1,337,316
	2,799	3,734(1)	4,853.55(2)	42.71	11/19/2018		
			2,613.45(3)	42.71	11/19/2018		
		13,895.154(4)		0.01	08/29/2010		
		11,910.132(4)		0.01	08/29/2011		
		7,940.088(4)		0.01	08/29/2012		
		7,940.088(4)		0.01	08/29/2013		
		5,955.066(4)		0.01	08/29/2014		

Name	Option Awards					Stock Awards	
	Number of Securities Underlying Unexercised Options Exercisable	Number of Securities Underlying Unexercised Options Unexercisable	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options	Option Exercise Price ($)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested(5)	Market Value of Shares or Units of Stock That Have Not Vested ($)(6)
Joseph E. Garner						8,993.3333	1,154,416
	2,799	3,734(1)	4,853.55(2)	42.71	11/19/2018		
			2,613.45(3)	42.71	11/19/2018		
		13,627.9395(4)		0.01	08/29/2010		
		11,681.0910(4)		0.01	08/29/2011		
		7,787.3940(4)		0.01	08/29/2012		
		7,787.3940(4)		0.01	08/29/2013		
		5,840.5455(4)		0.01	08/29/2014		
John M. McConnell		9,167(7)(8)	11,916.45(9)	60.77	05/07/2019		
			6,416.55(8)	60.77	05/07/2019		

(1) The options vest and become exercisable, subject to the continued employment of the named executive officer, ratably on June 30, 2009, 2010, 2011, 2012 and 2013. All service-vesting options fully vest and become exercisable immediately prior to the effective date of certain change in control events.

(2) The options vest and become exercisable, subject to the continued employment of the named executive officer, ratably on June 30, 2009, 2010, 2011, 2012 and 2013 based on achievement of EBITDA performance goals, with the ability to "catch up" on missed goals if (x) the missed performance goal was at least 90% of target level and (y) cumulative EBITDA performance reaches the target cumulative levels during the five-year vesting period. In addition, any unvested performance options at the time of a change in control event vest immediately prior to the effective date of the event if Carlyle achieves a specified internal rate of return as a result of the event or the investment proceeds to Carlyle are at least a specified multiple of its invested capital.

(3) The options vest and become exercisable, subject to the continued employment of the named executive officer, ratably on June 30, 2009, 2010, 2011, 2012 and 2013 based on achievement of cumulative cash flow performance goals, with the ability to "catch up" on missed goals if cumulative achievement reaches the target cumulative levels during the five-year vesting period. In addition, any unvested performance options at the time of a change in control event vest immediately prior to the effective date of event if Carlyle achieves a specified internal rate of return as a result of the event or the investment proceeds to Carlyle are at least a specified multiple of its invested capital.

(4) One third of the options are currently vested. The remaining options vest in equal annual installments on June 30, 2010 and 2011. To the extent the options become vested, they become exercisable as set forth below (all vested options must be exercised within 60 days following the annual exercise dates unless a named executive officer receives written consent from the administrator, in which case such options may be exercised through the end of the year in which they vest):

Exercise Commencement Date	June 30 2010	June 30 2011	June 30 2012	June 30 2013	June 30 2014
Percentage of vested options to be exercised	50%	50%	—	—	—
Percentage of options with June 30, 2010 vesting date to be exercised	50%	20%	20%	10%	
Percentage of options with June 30, 2011 vesting date to be exercised	—	20%	20%	30%	30%

In connection with the special dividends of $10.87 per share and $46.42 per share paid to holders of our common stock in fiscal 2010 and in accordance with the terms of the Officers' Rollover Stock Plan, the exercise price of outstanding stock options was reduced by the reduction in value of our common stock as a result of each of the dividends. For any stock option with an exercise price less than the amount of the adjustment, the exercise price was reduced to the par value of our Class A common stock ($0.01), and the option-holder was granted a right to receive a cash payment, in the same calendar year as the year the related option is required to be exercised, equal to the difference between the amount of the special dividend and the amount by which the related option's exercise price was reduced. This payment is subject to vesting and forfeiture on the same terms as the related option. To the extent they become vested, payments of such amounts to our named executive officers will be made as follows:

	June 30 2010	June 30 2011	June 30 2012	June 30 2013	June 30 2014
Ralph W. Shrader	$575,870.35	$493,603.16	$329,068.77	$329,068.77	$246,801.58
Samuel R. Strickland	$471,594.55	$404,223.90	$269,482.60	$269,482.60	$202,111.95
CG Appleby	$575,870.35	$493,603.16	$329,068.77	$329,068.77	$246,801.58
Joseph E. Garner	$563,305.16	$482,832.99	$321,888.66	$321,888.66	$241,416.50
John M. McConnell	—	—	—	—	—

Upon exercise of an option, the named executive officer must sell to us, and we must repurchase, at par value, one share of Class E special voting stock for each option exercised. If the named executive officer fails to complete the purchase of shares on exercise of the options within the time period set forth in the Officers' Rollover Stock Plan or fails to file an election under Section 83(b) of the Code with the Internal Revenue Service within thirty (30) days after exercise, the related shares of common stock will be deemed to have been forfeited by that named executive officer, and the named executive officer must sell to us, and we must repurchase, at par value, the related number of shares of Class E special voting stock held by the named executive officer.

(5) Our Class C restricted common stock vests in equal annual installments on June 30, 2010 and 2011.

(6) Market value has been determined based on the fair market value of our stock on March 31, 2010 of $128.03.

(7) The options vest and become exercisable, subject to the continued employment of the named executive officer, ratably on June 30, 2010, 2011 and 2012. All service-vesting options fully vest and become exercisable immediately prior to the effective date of certain change in control events.

(8) The options vest and become exercisable, subject to the continued employment of the named executive officer, ratably on June 30, 2010, 2011 and 2012 based on achievement of cumulative cash flow performance goals, with the ability to "catch up" on missed goals if cumulative achievement reaches the target cumulative levels during the three-year vesting period. In addition, any unvested performance options at the time of a change in control event vest immediately prior to the effective date of event if Carlyle achieves a specified internal rate of return as a result of the event or the investment proceeds to Carlyle are at least a specified multiple of its invested capital.

(9) The options vest and become exercisable, subject to the continued employment of the executive officer, ratably on June 30, 2010, 2011 and 2012 based on achievement of EBITDA performance goals, with the ability to "catch up" on missed goals if (x) the missed performance goal was at least 90% of target level and (y) cumulative EBITDA performance reaches the target cumulative levels during the three-year vesting period. In addition, any unvested performance options at the time of a change in control event vest immediately prior to the effective date of the event if Carlyle achieves a specified internal rate of return as a result of the event or the investment proceeds to Carlyle are at least a specified multiple of its invested capital.

Option Exercises and Stock Vested Table

The table below provides information on the named executive officers' restricted stock awards that vested and the stock options that they exercised in fiscal 2010.

Name	Option Awards		Stock Awards	
	Number of Shares Acquired on Exercise(1)	Value Realized on Exercise ($)(2)	Number of Shares Acquired on Vesting(1)	Value Realized on Vesting ($)(3)
Ralph W. Shrader	11,910.1320	1,425,064	5,222.6667	650,953
Samuel R. Strickland	9,925.1100	1,180,536	3,541.0000	441,350
CG Appleby	11,910.1320	1,425,064	5,222.6667	650,953
Joseph E. Garner	11,681.0910	1,396,513	4,496.6667	560,465
John M. McConnell	—	—	—	—

(1) Fractional shares are paid in cash.

(2) Option Award ($) value realized is based on fair market value less exercise cost at time of exercise.

(3) Stock Award ($) value realized is based on fair market value on June 30, 2009.

Pension Benefits Table

The Officers' Retirement Plan is an unfunded defined benefit retirement plan that we maintain for our executive officers. Under the Officers' Retirement Plan, if an executive officer retires of his or her own volition (and is not entitled to severance) after a minimum of either (x) age 60 with five years of service as an officer or (y) age 50 with ten years of service as an officer, he or she will be entitled to receive a single lump sum retirement payment equal to $10,000 for each year of service as an officer, pro-rated as appropriate. Currently all of our named executive officers are retirement eligible.

Name	Plan Name	Number of Years Credited Service (#)	Present Value of Accumulated Benefits ($)(1)	Payments During Last Fiscal Year ($)
Ralph W. Shrader	Officers' Retirement Plan	31.5	315,000	—
Samuel R. Strickland	Officers' Retirement Plan	14.4	144,000	—
CG Appleby	Officers' Retirement Plan	28.0	280,000	—
Joseph E. Garner	Officers' Retirement Plan	17.5	175,000	—
John M. McConnell	Officers' Retirement Plan	12.1	121,000	—

(1) The present value of accumulated benefits has been calculated in a manner consistent with our reporting of the Retired Officers' Bonus Plan under Statement of Financial Accounting Standards No. 87, using the Accumulated Benefit Obligation with the exception of the retirement rate assumptions. The amounts shown above reflect an assumption that each participant collects his benefit at the earliest age at which an unreduced benefit is available.

Non-Qualified Deferred Compensation

In connection with the special dividends paid on July 29, 2009 and December 11, 2009 that resulted in an adjustment of the exercise price of outstanding options, our named executive officers who held options with exercise prices less than the amount of the adjustment were granted the right to receive a cash payment, in the same calendar year the related option vests, equal to the difference between the amount of the dividend and the amount by which the related option's exercise price was reduced. This payment is subject to vesting and forfeiture on the same terms as the related option. For a description of these dividend adjustment payments, see footnote 4 to the Outstanding Equity Awards at Fiscal Year-End Table above. Vested rights to these cash payments are reflected in the table below.

Nonqualified Deferred Compensation Table

Name	Plan Name	Executive Contributions in Last FY ($)	Registrant Contributions in Last FY(1) ($)	Aggregate Earnings in Last FY ($)	Aggregate Withdrawals/ Distributions ($)	Aggregate Balance at Last FYE(2) ($)
Ralph W. Shrader	Officers' Rollover Stock Plan	—	329,345	—	276	329,069
Samuel R. Strickland	Officers' Rollover Stock Plan	—	269,621	—	138	269,483
CG Appleby	Officers' Rollover Stock Plan	—	329,345	—	276	329,069
Joseph E. Garner	Officers' Rollover Stock Plan	—	322,027	—	138	321,889
John M. McConnell	Officers' Rollover Stock Plan	—	—	—	—	—

(1) Registrant contributions represent, for each vested stock option issued under the Officers' Rollover Stock Plan held by the named executive officer on the record date with respect to each dividend declared in fiscal 2010, the difference between the value of the dividend paid and the amount by which the exercise price of the stock option was reduced. Amounts in this column are included in the "All Other Compensation" column of the Summary Compensation Table.

(2) None of the amounts in this column would have been reported in our Summary Compensation Table in prior years.

Employment Arrangements and Potential Payments Upon Termination or a Change in Control

We do not have employment or severance agreements with any of our executive officers. However, upon a company approved departure, each named executive officer is eligible for transition pay equal to one month's base pay per year of service as an officer, up to a maximum of twelve months' base pay.

Termination Payments

Officers' Retirement Plan. If our named executive officers retire, they will each be entitled to receive a single lump sum retirement payment equal to $10,000 for each year of service as an officer, pro-rated as appropriate, and an annual allowance of $4,000 for financial counseling and tax preparation assistance. In addition, each of our named executive officers and their spouses will be entitled to receive employer-paid retiree medical and dental coverage for life.

Officers' Rollover Stock Plan. If a named executive officer's employment is terminated due to the officer's death, any unvested stock options and restricted stock issued under the Officers' Rollover Stock Plan will vest and become exercisable. If a named executive officer's employment is terminated by us without cause, by reason of disability or in a "company approved departure," awards under the Officers' Rollover Stock Plan will continue to vest and be exercisable in accordance with the plan, subject to forfeiture if the named executive officer engages in competitive activity following the termination.

Stockholders Agreement. If a named executive officer's employment is terminated for any reason, then we may repurchase the common stock that the officer holds and that was issued pursuant to the Equity Incentive Plan at the price set forth in the stockholders agreement. See "Certain Relationships and Related Party Transactions — Stockholders Agreement."

Change in Control Protections

We do not have change in control agreements with any of our employees.

If a change in control occurs, the stock options issued under the Officers' Rollover Stock Plan will vest. Under the Equity Incentive Plan, if a change in control occurs, outstanding service-vesting options will vest immediately prior to the change in control and unvested performance-vesting options that are scheduled to vest in the year of the change in control, or that are subject to vesting under a catch-up vesting provision, vest immediately prior to the change in control if certain performance conditions are satisfied in the change in control.

The following table presents potential payments to each named executive officer as if the named executive officer's employment had been terminated or a change in control had occurred as of March 31, 2010, the last day of fiscal 2010. If applicable, amounts in the table were calculated using $128.03, the fair market value of our common stock on March 31, 2010. The actual amounts that would be paid to any named executive officer can only be determined at the time of an actual termination of employment or change in control and would vary from those listed below. The estimated amounts listed below are in addition to any retirement, welfare and other benefits that are available to our salaried employees generally.

Name	Severance Pay ($)(1)	Equity With Accelerated Vesting ($)(2)	Retirement Plan Benefits: ($)(7)	Death and Disability Benefits ($)	Continued Perquisites and Benefits ($)	Total ($)
Ralph W. Shrader						
Death	—	8,394,179	—	2,096,875(3)		10,491,054
Disability	—	—	—	79,587(4)	296,198(5)	375,785
Company Approved Departure(8)	1,162,500	—	—	—	296,198(5)	1,458,698
Retirement	—	—	315,000	—	338,348(6)	653,348
Resignation/Other Termination	—	—	—	—	—	—
Termination for Cause	—	—	—	—	—	—
Change-In-Control	—	9,349,848	—	—	—	9,349,848
Samuel R. Strickland						
Death	—	6,758,979	—	2,068,750(3)	—	8,827,729
Disability	—	—	—	106,438(4)	494,673(5)	601,111
Company Approved Departure(8)	825,000	—	—	—	494,673(5)	1,319,673
Retirement	—	—	144,000	—	543,393(6)	687,393
Resignation/Other Termination	—	—	—	—	—	—
Termination for Cause	—	—				—
Change-In-Control	—	8,021,801	—	—	—	8,021,801
CG Appleby						
Death	—	8,394,179	—	2,087,500(3)	—	10,481,679
Disability	—	—	—	84,803(4)	389,278(5)	474,081
Company Approved Departure(8)	1,050,000	—	—	—	389,278(5)	1,439,278
Retirement	—	—	280,000	—	434,809(6)	714,809
Resignation/Other Termination	—	—	—	—	—	—
Termination for Cause	—	—	—	—	—	—
Change-In-Control	—	9,349,848	—	—	—	9,349,848
Joseph E. Garner						
Death	—	8,067,459	—	2,087,500(3)	—	10,154,959
Disability	—	—	—	85,064(4)	424,849(5)	509,913
Company Approved Departure(8)	1,050,000	—	—	—	424,849(5)	1,474,849
Retirement	—	—	175,000	—	471,467(6)	646,467
Resignation/Other Termination	—	—	—	—	—	—
Termination for Cause	—	—	—	—	—	—
Change-In-Control	—	9,023,129	—	—	—	9,023,129
John M. McConnell						
Death	—	—	—	2,087,500(3)	—	2,087,500
Disability	—	—	—	70,736(4)	275,004(5)	345,740
Company Approved Departure(8)	1,050,000	—	—	—	275,004(5)	1,325,004
Retirement	—	—	120,900	—	315,995(6)	436,895
Resignation/Other Termination	—	—	—	—	—	—
Termination for Cause	—	—	—	—	—	—
Change-In-Control	—	1,849,650	—	—	—	1,849,650

(1) Each named executive officer is eligible for transition pay equal to one month's base pay per year of service as an officer up to a maximum of twelve months' base pay. An additional amount equal to a pro rata portion of the named executive officer's annual incentive compensation for the year in which the termination occurs may be paid upon termination at the discretion of the Board.

(2) This column includes the value of the equity with accelerated vesting calculated using $128.03, the fair market value of our common stock on March 31, 2010, and the value of the deferred cash payment due to the named executive officers as a result of the special dividends paid on July 29, 2009 and December 11, 2009, as described in footnote 4 to the Outstanding Equity at Fiscal Year-End Table above.

(3) Each named executive officer has a $2 million life insurance policy. If the death was accidental, an additional $1.5 million would be paid. Survivors also receive one month's base pay.

(4) Includes present value of disability insurance payments that cover up to 60% of base salary and bonus with a maximum benefit of $25,000 per month ($300,000/year). The amounts in this column were calculated by valuing the benefit as a standard annuity benefit based on the incidence of disability, using assumptions consistent with FAS 87/106 accounting for our other benefit programs and, for the assumption of a rate of disability, the 1977 Social Security Disability Index table.

(5) Amount includes actuarial present value of retiree medical benefits. The present value of accumulated benefits has been calculated in a manner consistent with our reporting of the Retired Officers' Welfare Plan under Statement of Financial Accounting Standards No. 106, using the Accumulated Postretirement Benefit Obligation with an adjustment made to retirement age assumptions as required by SEC regulations.

(6) Amount includes actuarial present value of up to $4,000 per year for financial counseling assistance and retiree medical benefits. The amounts in this column that represent the present value of the financial counseling allowance were calculated with the same assumptions we use to disclose our Retired Officers' Bonus Plan, consistent with FAS 87, with an adjustment to the rate of retirement; the valuation is based on the discounted value of the full $4,000. The amounts in the column that represent the actuarial present value of retiree medical benefits were calculated as described in footnote 5 above.

(7) Benefits under the Officers' Retirement Plan. This amount has been calculated using the methodology and assumptions described in footnote 1 to the Pension Benefits Table above.

(8) Whether a termination of employment is deemed a company approved departure is determined at the discretion of our Compensation Committee.

Compensation Committee Interlocks and Insider Participation

The current members of our Compensation Committee are Dr. Shrader and Messrs. Odeen (Chairman), Clare and Fujiyama. Dr. Schrader is our Chief Executive Officer and a stockholder and will step down as a member of the committee prior to completion of the offering. As a stockholder, Dr. Shrader received proceeds of dividends approved in fiscal 2010 and is party to a stockholders agreement with Booz Allen Holding and other stockholders. As a former stockholder and officer of Booz Allen Hamilton, he received a combination of current and deferred cash consideration, stock and options in Booz Allen Holding in connection with the acquisition. Our company also employs two of Dr. Shrader's children and pays a company controlled by Dr. Shrader for use of an aircraft. See "Certain Relationships and Related Party Transactions — Related Person Transactions — Common Stock Dividends," "— Stockholders Agreement," "— The Acquisition" and "— Other Relationships." Messrs. Clare and Fujiyama are employed by The Carlyle Group, an affiliate of Coinvest. As described below, Coinvest received proceeds of dividends approved in fiscal 2010 and is a party to a stockholders agreement with Booz Allen Holding and other stockholders. Coinvest and The Carlyle Group are affiliates of TC Group V US, L.L.C., which is party to a management agreement with Booz Allen Holding and Booz Allen Hamilton pursuant to which TC Group V US, L.L.C. provides Booz Allen Holding and its subsidiaries, including Booz Allen Hamilton, with advisory, consulting and other services for a fee. See "Certain Relationships and Related Party Transactions — Related Person Transactions — Common Stock

Dividends," "— Stockholders Agreement," and "— The Management Agreement." Upon completion of this offering, we do not anticipate that any members of our Compensation Committee will serve as a member of the Board or Compensation Committee of any other entity that has one or more executive officers serving as a member of our Board or Compensation Committee.

Executive Compensation Plans

The following are summaries of the short- and long-term incentive compensation plans applicable to our executive officers: our Annual Incentive Plan, Equity Incentive Plan and Officers' Rollover Stock Plan. The following summaries are qualified by reference to the full text of the respective plans, which have been filed as exhibits to this registration statement.

In addition, we intend to adopt a tax qualified Employee Stock Purchase Plan under which our employees may purchase up to an aggregate of 1,000,000 shares of our Class A common stock at a 5% discount.

Annual Incentive Plan

Our Board has adopted an Annual Incentive Plan under which we will provide annual cash incentives to our executive officers and other key employees following our initial public offering.

Purpose. The purpose of the Annual Incentive Plan is to enable our company and its subsidiaries to attract, retain, motivate and reward executive officers and key employees by providing them with the opportunity to earn competitive compensation directly linked to our company's performance. The Annual Incentive Plan is designed to meet the requirements of the performance-based compensation exemption from Section 162(m) of the Internal Revenue Code to the extent that it is applicable to our company and the plan. We intend to comply with the Section 162(m) limits after the post-IPO transition period expires in 2014. See "Compensation Discussion and Analysis — Effect of Accounting and Tax Treatment on Compensation Decisions."

Administration. The Annual Incentive Plan is administered by our Compensation Committee, which may delegate its authority under the Annual Incentive Plan, other than with respect to awards to any employee whose compensation is subject to Section 162(m) of the Internal Revenue Code.

Performance Criteria. To the extent Section 162(m) of the Internal Revenue Code is applicable to our company and the plan, our Compensation Committee establishes the performance objective or objectives applicable to any award under the plan prior to the 91st day after the beginning of each performance period under the Annual Incentive Plan (and no later than the date on which 25% of the performance period has lapsed). When Section 162(m) of the Internal Revenue Code is applicable to our company and the plan, unless our Compensation Committee determines that an award will not qualify as performance-based compensation under Section 162(m) of the Internal Revenue Code, the performance criteria will be based on one of the following: earnings before interest, taxes, depreciation and amortization; operating earnings; net earnings; income; earnings before interest and taxes; total shareholder return; return on our assets; increase in our earnings or earnings per share; revenue growth; share price performance; return on invested capital; operating income; pre- or post-tax income; net income; economic value added; profit margins; cash flow; improvement in or attainment of expense or capital expenditure levels; improvement in or attainment of working capital levels; return on equity; debt reduction; gross profit; market share; cost reductions; workforce satisfaction and diversity goals; workplace health and safety goals; employee retention; completion of key projects and strategic plan development and/or implementation; job profit or performance against a multiplier; or in the case of persons whose compensation is not subject to Section 162(m) of the Internal Revenue Code, such other criteria as may be determined by our Compensation Committee.

Payment. Payment of awards will be made as soon as practicable after our Compensation Committee certifies that one or more of the applicable performance criteria have been attained. Our Compensation Committee will determine whether any award under the Annual Incentive Plan will be paid in cash, stock (including restricted stock or restricted stock units) or other awards under the Equity Incentive Plan, or in a combination of cash, stock, and other awards, including conditioning the vesting of such shares or other awards on the performance of additional service.

Maximum Award; Discretion. The maximum award amount payable per fiscal year under the Annual Incentive Plan is $5,000,000. Our Compensation Committee has the discretion to reduce awards under the Annual Incentive Plan for any reason or increase awards to employees whose compensation is not subject to Section 162(m) of the Internal Revenue Code. Awards to employees whose compensation is subject to Section 162(m) of the Internal Revenue Code cannot be increased beyond the maximum award.

Termination of Employment. Unless otherwise determined by our Compensation Committee when the performance criteria are selected, any participant in the Annual Incentive Plan whose employment terminates will forfeit all rights to any unpaid award. However, (i) if a participant's employment terminates due to death, disability or "company approved departure" (as defined in the Annual Incentive Plan), our Compensation Committee may pay a partial award to the participant with respect to the portion of the performance period prior to the participant's termination of employment and (ii) if the participant's employment terminates for any reason prior to payment of the Annual Incentive Plan award, our Compensation Committee may waive the forfeiture feature, but may not waive the requirement to satisfy the performance criteria for participants whose compensation is subject to Section 162(m) of the Internal Revenue Code.

Forfeiture. If we are required to prepare an accounting restatement due to material noncompliance with any financial reporting requirement under the securities laws, and a participant knowingly or grossly negligently engaged in the misconduct or knowing or grossly negligently failed to prevent the misconduct, or if the participant is one of the individuals subject to automatic forfeiture under section 304 of the Sarbanes-Oxley Act of 2002, then the participant must forfeit and disgorge any awards received during the twelve months following the filing of the financial document embodying such financial reporting requirement and any other awards earned based on the materially non-complying financial reporting. In addition, any award paid to a current or former executive officer during the three-year period preceding the date on which the restatement is required, based on erroneous data, must be forfeited and disgorged to us to the extent the award is in excess of what would have been paid to the officer under the accounting restatement. The Annual Incentive Plan also includes a clawback of any awards to the extent required by applicable law or regulations in effect on or after the effective date of the plan.

Officers' Rollover Stock Plan

Under the Officers' Rollover Stock Plan, (i) shares of common stock, (ii) restricted shares of common stock, (iii) shares of our special voting stock and (iv) non-qualified stock options were issued in exchange for the cancellation and surrender of shares and rights to purchase shares granted under our previous stock rights plan in connection with Carlyle's investment in our company.

Eligibility and Shares Subject to the Officers' Rollover Stock Plan. Certain officers who held stock or options in Booz Allen Hamilton Inc. prior to the transaction were eligible to participate in the Officers' Rollover Stock Plan. The aggregate number of shares issuable under the Officers' Rollover Stock Plan is equal to the number of shares that were rolled by the officers, and these shares may be authorized but unissued, or reacquired common stock. The aggregate number of shares of special voting stock that was issuable under the Officers' Rollover Stock Plan was equal to the number of stock rights that were rolled by the executive officers.

Administration. The administrator administers the Officers' Rollover Stock Plan. The administrator has the authority to determine the fair market value, make determinations as to the termination of an officer with respect to the officer's awards, approve forms of agreement for use under the plan, prescribe, amend and rescind rules and regulations relating to the plan, construe the terms of the plan, and make all other decisions and determinations that may be required under the plan.

Restricted Stock

Grant. Restricted stock was granted to executive officers under the Officers' Rollover Stock Plan in exchange for stock rights that were originally scheduled to vest and be exercised in 2008.

Vesting. With respect to officers who were eligible to retire from employment as of December 31, 2008 (the "retirement eligible officers"), the restricted stock vests in equal annual installments on June 30, 2009, 2010 and 2011. With respect to all other officers, fifty percent (50%) of the restricted stock vests on June 30, 2011, and twenty-five percent (25%) vests on each of June 30, 2012 and 2013. If an officer's employment is terminated for cause or if the officer engages in competitive activity (each as defined in the Officers' Rollover Stock Plan) during or following termination of employment, then our company has a right to repurchase the unvested restricted stock as described below. Otherwise, all shares of restricted stock will continue to vest without regard to his or her termination of employment and if an officer's employment is terminated by reason of the officer's death, all unvested shares of restricted stock vest as of the date of such termination of employment. Upon vesting, restricted stock is subject to the same repurchase provisions provided for common stock as described below.

Options

Grant. Options and shares of special voting stock were granted to officers under the Officers' Rollover Stock Plan in exchange for the surrender and cancellation of their rights to purchase stock in Booz Allen Hamilton Inc. other than those rights that were originally scheduled to vest and be exercised in 2008. The number of shares underlying each option (and, accordingly, an equal number of shares of special voting stock) and the exercise price for each option were determined by the administrator. Certain of the options ("excess options") were granted to certain officers who chose to exchange an amount of stock rights in excess of the amount the officer was required to exchange.

Vesting. With respect to retirement eligible officers, the options vest in equal annual installments on June 30, 2009, 2010 and 2011. With respect to all other officers, fifty percent (50%) of the new options vest on June 30, 2011, and twenty-five percent (25%) will vest on or about each of June 30, 2012 and 2013.

Exercise. To the extent options granted to retirement eligible officers ("retirement options") become vested, they become exercisable as set forth below (all vested options must be exercised within sixty (60) days following the annual exercise dates unless an officer receives written consent from the administrator, in which case the options may be exercised through the end of the year in which they vest):

Exercise Commencement Date	June 30, 2009	June 30, 2010	June 30, 2011	June 30, 2012	June 30, 2013	June 30, 2014
Percentage of Retirement Options with June 30, 2009 vesting date to be exercised	60%	20%	20%	—	—	—
Percentage of Retirement Options with June 30, 2010 vesting date to be exercised	—	50%	20%	20%	10%	—
Percentage of Retirement Options with June 30, 2011 vesting date to be exercised	—	—	20%	20%	30%	30%

To the extent options granted to all other officers ("regular options") become vested, they will become exercisable as set forth below (all vested options must be exercised within sixty (60) days following the annual exercise dates unless an officer receives written consent from the administrator, in which case the options may be exercised through the end of the year in which they vest):

Exercise Commencement Date	June 30, 2011	June 30, 2012	June 30, 2013	June 30, 2014	June 30, 2015
Percentage of Regular Options with June 30, 2011 vesting date to be exercised	20%	20%	20%	20%	20%
Percentage of Regular Options with June 30, 2012 vesting date to be exercised	—	25%	25%	25%	25%
Percentage of Regular Options with June 30, 2013 vesting date to be exercised	—	—	33%	33%	34%

Upon exercise of an option, an officer will sell to our company, and we will repurchase, at par value, one share of special voting stock for each regular option or retirement option exercised. If the officer fails to complete the purchase of shares of common stock within the time period set forth in the Officers' Rollover Stock Plan or fails to file the 83(b) election with the Internal Revenue Service within thirty (30) days after exercise, the related shares of common stock will be deemed to have been forfeited by that officer, and the officer will sell to our company, and we will repurchase, at par value, the related number of shares of special voting stock acquired by the officer.

Treatment of Options Upon Termination of Employment

- *Cause or competitive activity:* If an officer's employment is terminated for cause or if the officer engages in competitive activity (each as defined in the Officers' Rollover Stock Plan) during or following termination of employment, then all unvested options will immediately be forfeited and we will have the right to convert vested but unexercised options into the right to receive upon exercise a cash payment equal to the excess, if any, of:
  - in the case of options (other than the excess options), (i) the lower of (a) fifty percent (50%) (or, in the case of a termination after June 30, 2016, ninety percent (90%)) of the fair market value of the shares subject thereto and (b) the "cost" over (ii) the per share exercise price, and
  - in the case of excess options, (i) the fair market value of the shares subject thereto over (ii) the per share exercise price.

  "Cost" for this purpose means the greater of $42.71 and the exercise price plus withholding taxes paid by the officer upon acquisition of the shares under the Officers' Rollover Stock Plan.
- *Without cause, disability or company-approved departure:* In the event that an executive officer's employment is terminated without cause or by reason of disability or through a company-approved departure, then unvested options will continue to vest as otherwise provided and any not previously expired or exercised options held by the officer can be exercised on the applicable exercise date. However, we will have the right to convert any portion of any unexercised options into the right to receive upon vesting and exercise a cash payment equal to the excess, if any, of:
  - in the case of options (other than the excess options), (i) in our discretion, (a) the fair market value of the shares subject to the options as of the date of termination, or (b) the cost, over (ii) the per share exercise price for the shares, and
  - in the case of excess options, (i) the fair market value of the shares subject thereto over (ii) the per share exercise price.
- *Death:* In the event that an officer's employment is terminated by reason of death, any unvested portion of any options held by the officer (or his or her personal representative or person empowered under the deceased officer's will or the then applicable laws ("eligible representative")) and not previously expired or exercised, will immediately vest in full and any vested options held by the officer (or his or her eligible representative) not previously expired or exercised, will be exercisable by the eligible representative during the calendar year following the year of the officer's death or, if earlier, at the time that the option would have otherwise been required to be exercised. We will have the right to convert all or any portion of any unexercised options into the right to receive upon vesting and exercise a cash payment equal to the excess, if any, of:
  - in the case of options (other than the excess options), (i) in our discretion, (a) the fair market value of the shares subject to the option as of the date of termination, or (b) the cost, over (ii) the per share exercise price for the shares, and
  - in the case of excess options, (i) the fair market value of the shares subject thereto, over (ii) the per share exercise price, which in each case, will be paid to the officer's eligible representative during the calendar year following the year of the officer's death or, if earlier, at the time the new option would have otherwise been required to be exercised.

Any option that is not exercised or converted into the right to receive a cash payment will terminate at the end of the calendar year following the year of the officer's death or, if earlier, the end of the calendar year in which it would have otherwise been required to be exercised.

- *Termination for any Other Reason:* In the event an officer's employment is terminated for any reason other than those set forth above, any vested option not previously exercised or expired will be exercisable on the applicable exercise date. All unvested options will be immediately forfeited and canceled effective as of the date of termination. We will have the right to convert all or any portion of any vested but unexercised options into the right to receive upon exercise a cash payment equal to the excess, if any, of
  - in the case of options (other than the excess options), (i) the lower of (a) the fair market value of the shares subject thereto and (b) the cost, over (ii) the per share exercise price, and
  - in the case of excess options, (i) the fair market value of the shares subject thereto over (ii) the per share exercise price.

Repurchase of Company Common Stock Subject to the Officers' Rollover Stock Plan upon Termination of Employment

For any shares acquired pursuant to the Officers' Rollover Stock Plan that are designated as excess rollover shares pursuant to an exchange agreement between the shareholder and our company or are received on the exercise of an excess option, the purchase price per share equals the fair market value.

- *Cause or Competitive Activity:* If an officer's employment is terminated for cause or if the officer engages in competitive activity each as defined in the Officers' Rollover Stock Plan after such termination, then
  - *Common Stock:* the purchase price for any shares of common stock (other than shares acquired pursuant to the Officers' Rollover Stock Plan that are designated as excess rollover shares pursuant to an exchange agreement entered into between the shareholder and our company or are received on the exercise of an excess option) will equal
    - until June 30, 2016, the lower of (x) fifty percent (50%) of fair market value and (y) the cost and
    - after June 30, 2016, ninety percent (90%) of fair market value.
  - *Unvested Restricted Stock:* the purchase price per share for any unvested restricted stock will equal the lower of (i) the exercise price of the 2008 stock rights with respect to which the restricted stock was granted plus any withholding taxes paid by the officer relating to the surrender of 2008 stock rights or the grant of the shares of restricted stock and minus any dividends paid on the restricted stock or (ii) fifty percent (50%) of the fair market value.
- *Without Cause, Disability, Death or Company Approved Departure:* If an officer's employment is terminated without cause or by reason of the officer's death or disability or company approved departure, then, the purchase price for any shares of common stock (other than excess rollover shares) will equal, in the administrator's discretion, either (x) the fair market value of the shares as of the repurchase date or (y) the cost.
- *Termination for any Other Reason:* If an officer is terminated for any other reason than those described above, then the purchase price for any shares of common stock (other than excess rollover shares) will equal, in our company's discretion, either (x) the fair market value of the shares as of the date of the repurchase or (y) the cost.

Change in Control

Upon a change in control, any unvested options will vest in full, and all options will become immediately exercisable. In connection with the foregoing, the administrator may provide that each option will be canceled in exchange for a payment in an amount equal to the number of shares covered by option times the excess, if

any, of the change in control price (as defined in the Officers' Rollover Stock Plan) over any applicable exercise price for the option. Each option that is not canceled in exchange for a payment must be exercised no later than the earlier of ninety (90) days after a change in control or the end of the calendar year of the change in control, or the options will be forfeited.

Adjustment in Capitalization

If the administrator determines that a corporate transaction or event (including, for example, any recapitalization (including a leveraged recapitalization), reclassification, stock split, reverse stock split, reorganization, merger, consolidation, acquisition, disposition, split-up, spin off, combination, repurchase, liquidation, dissolution, or sale, transfer, exchange or any disposition of all or substantially all of our capital stock or assets) in the administrator's discretion, affects the shares such that an adjustment to an award under the Officers' Rollover Stock Plan is determined by the administrator to be appropriate to prevent dilution or enlargement of benefits or potential benefits intended to be made available under the plan, then the administrator will adjust any or all of: (i) the number and kind of shares with respect to which an award may be granted under the plan; (ii) the number and kind of shares subject to outstanding awards; (iii) the grant or exercise price per share for any outstanding awards under the plan; (iv) the cost, or (v) the terms and conditions of any outstanding awards.

Equity Incentive Plan

Administration. Our Board has the power and authority to administer the Equity Incentive Plan. In accordance with the terms of the Equity Incentive Plan, our Board has delegated this power and authority to our Compensation Committee. Our Compensation Committee has the authority to interpret the terms and intent of the Equity Incentive Plan, to determine eligibility for and terms of awards for participants and to make all other determinations necessary or advisable for the administration of the Equity Incentive Plan.

Awards. Awards under the Equity Incentive Plan may be made in the form of stock options, which may be either incentive stock options or non-qualified stock options; stock purchase rights; restricted stock; restricted stock units; performance shares; performance units; stock appreciation rights; dividend equivalents; deferred share units; dividend equivalents; and other stock-based awards.

Shares Subject to the Plan. Subject to adjustment as described below, a total of 3,300,000 shares of our common stock will be available for issuance under the Equity Incentive Plan. Shares issued under the Equity Incentive Plan may be authorized but unissued shares or reacquired shares. At such time as Section 162(m) of the Internal Revenue Code is applicable to our company and the plan, (i) a participant may receive a maximum of 45,000 performance shares, shares of performance-based restricted stock and restricted stock units and performance-based deferred share units under the Equity Incentive Plan in any one year, (ii) the maximum dollar amount of cash that may be earned in connection with the grant of performance units during any calendar year may not exceed $5,000,000 and (iii) the maximum number of stock options, SARs or other awards based solely on the increase in the value of common stock that a participant may receive in one year is 50,000.

Any shares covered by an award, or portion of an award, granted under the plan that terminates, is forfeited, is repurchased (other than the repurchase of shares issued with respect to a vested award), expires, or lapses for any reason shall again be available for the grant of an award under the plan. Additionally, any shares tendered or withheld to satisfy the grant or exercise price or tax withholding obligations pursuant to any award shall again be available for issuance.

Terms and Conditions of Options and Stock Appreciation Rights. An "incentive stock option" is an option that meets the requirements of Section 422 of the Internal Revenue Code, and a "non-qualified stock option" is an option that does not meet those requirements. A "stock appreciation right" (or SAR) is the right of a participant to a payment, in cash, shares of common stock, or a combination of cash and shares equal to the amount by which the market value of a share of common stock exceeds the exercise price of the stock appreciation right. An option or SAR granted under the Equity Incentive Plan will be exercisable only to the extent that it is vested on the date of exercise. No option or SAR may be exercisable more than ten years from

the grant date or five years from the grant date in the case of an award granted to a ten percent stockholder. Our Compensation Committee may include in the option agreement the period during which an option may be exercised following termination of employment or service. Stock appreciation rights may be granted to participants in tandem with options or on their own. Tandem stock appreciation rights will generally have substantially similar terms and conditions as the options with which they are granted.

The exercise price per share under each option granted under the plan may not be less than 100%, or 110% in the case of an incentive stock option granted to a ten percent stockholder, of the fair market value of our common stock on the option grant date. For so long as our common stock is listed on an established stock exchange, the fair market value of the common stock will be the closing price of our common stock on the exchange on which it is listed on the option grant date. If there is no closing price reported on the option grant date, the fair market value will be deemed equal to the closing price on the exchange on which it is listed for the last preceding date on which sales of our common stock were reported. If the shares of our common stock are listed on more than one established stock exchange, the fair market value will be the closing price of a share of common stock reported on the New York Stock Exchange. If our common stock is not listed on any stock exchange or traded in the over-the-counter market, fair market value will be as determined in good faith by our Board in a manner consistent with Section 409A of the Internal Revenue Code.

The aggregate fair market value of all shares with respect to which incentive stock options are first exercisable by an award recipient in any calendar year may not exceed $100,000 or such other limitation as imposed by Section 422(d) of the Internal Revenue Code.

Terms and Conditions of Restricted Stock and Restricted Stock Units. "Restricted stock" is an award of common stock on which certain restrictions are imposed over specified periods that subject the shares to a substantial risk of forfeiture, as defined in Section 83 of the Internal Revenue Code. A restricted stock unit is a unit, equivalent in value to a share of common stock, credited by means of a bookkeeping entry in our books to a participant's account, which is settled in stock or cash upon vesting. Subject to the provisions of the equity plan, our Compensation Committee will determine the terms and conditions of each award of restricted stock or restricted stock units, including the restricted period for all or a portion of the award, and the restrictions applicable to the award. Restricted stock and restricted stock units granted under the plan will vest based on a minimum period of service or the occurrence of events specified by our Compensation Committee.

Terms and Conditions of Performance Shares and Performance Units. A "performance share" is an award of common stock that is subject to transfer restrictions until predetermined performance conditions have been achieved. A "performance unit" is a unit, equivalent in value to a share of common stock, that represents the right to receive a share of common stock or the equivalent cash value of a share of common stock if predetermined performance conditions are achieved. Vested performance units may be settled in cash, stock or a combination of cash and stock, at the discretion of the administrator. Performance shares and performance units will vest based on the achievement of pre-determined performance goals established by the Equity Incentive Plan administrator, performance goals may be based on: the total return to our shareholders inclusive of dividends paid, during the performance cycle; earnings before interest, taxes, depreciation and amortization; operating earnings; net earnings; income; earnings before interest and taxes; total shareholder return; return on our assets; increase in our earnings or earnings per share; revenue growth; share price performance; return on invested capital; operating income; pre- or post-tax income; net income; economic value added; profit margins; cash flow; improvement in or attainment of expense or capital expenditure levels; improvement in or attainment of working capital levels; return on equity; debt reduction; gross profit; market share; cost reductions; workforce satisfaction and diversity goals; workplace health and safety goals; employee retention; completion of key projects and strategic plan development and/or implementation; job profit or performance against a multiplier; or when Section 162(m) of the Internal Revenue Code is not applicable to our company and the plan and for persons whose compensation is not subject to Section 162(m) of the Internal Revenue Code such other criteria as may be determined by the administrator. We intend to comply with the Section 162(m) limits after the post-IPO transition period expires in 2014. See "Compensation Discussion and Analysis — Effect of Accounting and Tax Treatment on Compensation Decisions."

Terms and Conditions of Deferred Share Units. A "deferred share unit" is a unit credited to a participant's account in our books that represents the right to receive a share of common stock or the equivalent cash value of a share of common stock upon a predetermined settlement date. Deferred share units may be granted by the administrator independent of other awards or compensation, or they may be received at the participant's election instead of other compensation.

Other Stock-Based Awards. The plan administrator may make other equity-based or equity-related awards not otherwise described by the terms of the plan.

Dividend Equivalents. A dividend equivalent is the right to receive payments in cash or in stock, based on dividends with respect to shares of stock. Dividend equivalents may be granted to participants in tandem with another award or on their own.

Termination of Employment. Except as otherwise determined by the administrator at the time of grant, in the event of a participant's death, the participant's unvested awards will vest, with performance shares and performance units will vest as if the participant had remained employed through the end of the performance period and performance was achieved at target levels, and all of the participant's options and stock appreciation rights will remain exercisable until the first anniversary of the participant's termination of employment (or the expiration of the award's term, whichever is earlier). Except as otherwise determined by the administrator at the time of grant, in the event of a participant's termination due to disability or in a "company approved departure" (as defined in the plan), the participant's unvested awards will continue to vest in accordance with the normal vesting schedule, with the number of performance shares and performance units based on actual achievement of the performance goals determined as if the participant had remained employed through the end of the performance period pro-rated, in the case of a company approved departure, for the period of actual service, and options or stock appreciation rights will remain exercisable until the first anniversary of the later of the date of vesting or the participant's termination of employment (or the expiration of the award's term, whichever is earlier). In the event of a participant's termination for cause, all unvested awards, and all options and SARs, whether vested or unvested, will immediately be forfeited and canceled. In addition, any award that vested or was paid or otherwise settled during the twelve months prior to or any time after the participant engaged in the conduct that gave rise to the termination for cause is subject to forfeiture and disgorgement to us together with all gains earned or accrued due to the exercise of awards or sale of any of our common stock issued pursuant to the award upon demand by the administrator. Except as otherwise determined by the administrator at the time of grant, if a participant's employment terminates for any other reason, all unvested awards will be forfeited and all options and SARs that are vested will remain outstanding until the 60th day after the date of termination (or the expiration of the award's term, whichever is earlier). The foregoing provisions do not apply to any options granted before this offering.

Other Forfeiture Provisions. If we are required to prepare an accounting restatement due to material noncompliance with any financial reporting requirement under the securities laws, and if a participant knowingly or grossly negligently engaged in the misconduct or knowingly or grossly negligently failed to prevent the misconduct, or if the participant is one of the individuals subject to automatic forfeiture under Section 304 of the Sarbanes-Oxley Act of 2002, then the participant must forfeit and disgorge (i) any awards granted or vested and all gains earned or accrued due to the exercise of stock options or SARS or the sale of any common stock during the twelve months following the filing of the financial document embodying such financial reporting requirement and (ii) any other awards that vested based on the materially non-complying financial reporting. In addition, any award paid to a current or former executive officer during the three-year period preceding the date on which the restatement is required, based on erroneous data, must be forfeited and disgorged to us to the extent the award is in excess of what would have been paid to the participant under the accounting restatement. To the extent required by applicable law or regulations, awards granted or vested and any gains earned or accrued due to the exercise of options or SARs or sale of common stock must be forfeited to us.

Unless otherwise determined by the Administrator, if a participant engages in competitive activity (as defined in the plan), (i) all options and SARs, whether vested or unvested, and all other awards that are unvested or unexercisable or otherwise unpaid shall be immediately forfeited (other than awards that vested or were paid to the participant more than 12 months prior to the date the participant engaged in competitive activity). Any award vested, paid or otherwise settled in the 12 months prior to the date that the participant

engaged in the competitive activity or at any time thereafter is subject to forfeiture and disgorgement to us together with all gains earned or accrued due to the exercise of awards or sale of any of our common stock issued pursuant the award upon demand by the administrator. This provision does not apply to any options granted before this offering.

Unless otherwise determined by the administrator, if (i) the participant's performance is deemed to contribute substantially to significant financial losses, (ii) the participant's performance is deemed to contribute substantially to a significant downward restatement of any published results of our company or a subsidiary, (iii) the participant's conduct results in or contributes substantially to significant reputational harm to our company, (iv) the participant materially breaches applicable legal and/or regulatory requirements, (v) the participant's conduct constitutes cause (as defined in the plan) or (vi) the participant's conduct results in or contributes substantially to a material breach of our applicable internal policies and procedures, the administrator may suspend the vesting of a participant's unvested awards or subject any award vested, paid or otherwise settled in the twelve months prior to the date that the participant engaged in the misconduct or at any time thereafter to forfeiture and disgorgement to us together with all gains earned or accrued due to the exercise of awards or sale of any of our common stock issued pursuant the award upon demand by the administrator. This provision does not apply to any options granted before this offering.

Change in Capitalization or Other Corporate Event. The number and kind of shares of common stock covered by outstanding awards, the number and kind of shares of common stock that have been authorized for issuance under the plan, the exercise or purchase price of each outstanding award, and the like, shall be proportionally adjusted by the administrator in the event of any recapitalization, reclassification, stock split, special dividend, reverse stock split, reorganization, merger, consolidation, acquisition, disposition, split-up, spin off, combination, repurchase liquidation, dissolution, or sale, transfer, exchange or any disposition of all or substantially all of our capital stock or assets. Such adjustment shall be made by the administrator to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the plan or with respect to an award. All determinations and adjustments made by the administrator shall be final and binding.

Change in Control. Upon a change in control, unless otherwise determined by the administrator, all time-vesting awards fully vest and a pro-rated portion of outstanding performance-vesting awards vest based on the performance achieved as of the change in control.

EQUITY COMPENSATION PLANS

The following table presents information concerning the securities authorized for issuance pursuant to our equity compensation plans as of March 31, 2010:

Plan Category	Number of Securities to Be Issued Upon Exercise of Outstanding Options, Warrants and Rights (a)	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights (b)	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a)) (c)
Equity compensation plans approved by securityholders	2,641,080.7335(1)	$23.74	776,356
Equity compensation plans not approved by securityholders	—	N/A	—
Total	2,641,080.7335(1)	23.74	776,356

(1) Upon the exercise of all outstanding options, we will issue 2,640,821 shares of Class A common stock and will redeem 259.7335 fractional shares for cash.

The table does not include the 1,000,000 shares that we expect to be issuable under our Employee Stock Purchase Plan or an additional 1,217,147 shares authorized for issuance under our Equity Incentive Plan after March 31, 2010.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Policies and Procedures for Related Person Transactions

Upon completion of this offering, we intend to adopt a related person transactions policy pursuant to which our executive officers, directors and principal stockholders, including their immediate family members, will not be permitted to enter into a related person transaction with us without the consent of our Audit Committee, another independent committee of our Board or the full Board. Any request for us to enter into a transaction with an executive officer, director, principal stockholder or any of such persons' immediate family members, in which the amount involved exceeds $120,000, will be required to be presented to our Audit Committee for review, consideration and approval. All of our directors, executive officers and employees will be required to report to our Audit Committee any such related person transaction. In approving or rejecting the proposed transaction, our Audit Committee will take into account, among other factors it deems appropriate, whether the proposed related person transaction is on terms no less favorable than terms generally available to an unaffiliated third party under the same or similar circumstances, the extent of the person's interest in the transaction and, if applicable, the impact on a director's independence. Under the policy, if we should discover related person transactions that have not been approved, our Audit Committee will be notified and will determine the appropriate action, including ratification, rescission or amendment of the transaction. A copy of our related person transactions policy will be available on our website.

Related Person Transactions

Set forth below is a summary of certain transactions since April 1, 2009 among us, our directors, our executive officers, beneficial owners of more than 5% of any class of our common stock or our preferred stock outstanding before completion of the offering and some of the entities with which the foregoing persons are affiliated or associated in which the amount involved exceeds or will exceed $120,000.

Common Stock Dividends

On July 27, 2009, our Board approved a special dividend of $10.87 per share paid on July 29, 2009 to holders of record as of July 29, 2009 of our Class A common stock, Class B non-voting common stock and Class C restricted common stock, totaling an aggregate amount of $114.9 million, of which Coinvest received $104.0 million. See "Dividend Policy."

On December 7, 2009, our Board approved a special dividend of $46.42 per share paid on December 11, 2009 to holders of record as of December 8, 2009 of our Class A common stock, Class B non-voting common stock and Class C restricted common stock, totaling an aggregate amount of $497.5 million, approximately $444.1 million of which was paid to Coinvest. See "Dividend Policy."

Stockholders Agreement

In connection with the acquisition, on July 31, 2008, Booz Allen Holding, Coinvest, certain members of the management of Booz Allen Holding and certain other stockholders of Booz Allen Holding entered into the stockholders agreement. Under the stockholders agreement, the number of directors on the Board of Booz Allen Holding is set at six directors and may be increased, by action of the Board, to not more than nine directors. Subject to certain conditions and restrictions, at least a majority of the members of the Board are to be designated by Carlyle, through Coinvest, and at least two members of the Board must be full-time employees of Booz Allen Hamilton and are to be designated by Booz Allen Holding's Chief Executive Officer and all parties to the stockholders agreement agree to vote their voting shares in favor of such designees. At such time as Carlyle, through Coinvest, ceases to own at least 40% of the voting shares of Booz Allen Holding, Carlyle and Booz Allen Holding will use commercially reasonable efforts to amend the board representation provisions of the stockholders agreement consistent with the ownership position of Carlyle at that time. See "Management — Executive Officers and Directors" and "— Board Composition."

Each individual stockholder who is a party to the stockholders agreement has certain tag-along rights in the event that Carlyle proposes to transfer securities issued by Booz Allen Holding to a third party purchaser.

In addition, Carlyle may compel each individual stockholder who is a party to the stockholders agreement to sell a certain number of securities issued by Booz Allen Holding in the event that Carlyle proposes to transfer securities issued by Booz Allen Holding to a third party purchaser. Notwithstanding the foregoing as well as certain other limited exceptions (including an exception for transfers occurring at least 180 days following an initial public offering), the stockholders agreement restricts the transfer of securities of Booz Allen Holding by non-Carlyle stockholders without the prior written approval of Carlyle.

Under the stockholders agreement, in the event of any sale of shares of Class B non-voting common stock or Class C restricted common stock pursuant to the exercise of bring-along rights by Carlyle, the exercise of tag-along rights, certain transfers following an initial public offering or pursuant to the exercise of registration rights (discussed below), such shares will be converted into shares of Class A common stock.

Carlyle has registration rights under the stockholders agreement with respect to 9,566,000 shares of Class A common stock that it owned as of June 30, 2010 and, in certain circumstances, other stockholders of Booz Allen Holding who are party to the stockholders agreement may have the right, subject to certain exceptions, to request that certain securities (including shares of Class A common stock held by such stockholders and shares of Class A common stock issuable upon exercise of options or upon conversion from Class B or Class C common stock) be registered. To the extent Carlyle acquires shares of Class B or Class C common stock or options exercisable for shares of Class A common stock, it would have registration rights with respect to the shares of Class A common stock issuable upon conversion or exercise thereof. Booz Allen Holding has agreed to indemnify the stockholders that are a party to the stockholders agreement and their affiliates from liabilities resulting from the registration of securities of Booz Allen Holding pursuant to the stockholders agreement.

Booz Allen Holding has certain repurchase rights under the stockholders agreement with respect to Class A, Class B, Class C and Class E common stock and options issued to a management stockholder under the Equity Incentive Plan for up to nine months after the occurrence of certain events specified in the stockholders agreement. Similar repurchase rights exist for Class A, Class B, Class C and Class E common stock and options held by other stockholders of Booz Allen Holding that becomes an employee, consultant or independent contractor for certain competitors of Booz Allen Hamilton. As of June 30, management and other stockholders (not including Carlyle) held 957,798 shares of Class A common stock and all of the outstanding shares of our Class B, Class C and Class E common stock.

The stockholders agreement includes a waiver by management stockholders of certain rights to receive payments or other benefits that would constitute a “parachute payment” made in connection with a “change in ownership or control” of a corporation, within the meaning of Section 280G of the Internal Revenue Code of 1986, or the Code, as amended, which could reasonably be expected to result in the imposition of an excise tax on the management stockholder under Section 4999 of the Code or in the loss of any income tax deductions by Booz Allen Holding or the person making such payment under Section 280G of the Code. This waiver does not apply in certain circumstances, including at such time as Booz Allen Holding has publicly traded securities and where Booz Allen Holding obtains the requisite stockholder approval of such payments or the unaffiliated directors determine the waiver should not apply.

We will be entering into the amended and restated stockholders agreement in connection with this offering. Upon completion of this offering, Carlyle will continue to have the right to designate a majority of the members of our Board for nomination for election and voting power to elect such directors. In addition, this agreement will continue to provide rights and restrictions with respect to certain transactions in our securities entered into by Coinvest or certain other stockholders.

The Management Agreement

On July 31, 2008, Booz Allen Holding and Booz Allen Hamilton entered into a management agreement with TC Group V US, L.L.C., a company affiliated with Carlyle, or TC Group, pursuant to which TC Group provides Booz Allen Holding and its subsidiaries, including Booz Allen Hamilton, with advisory, consulting and other services. Booz Allen Holding pays TC Group an aggregate annual fee of $1.0 million for such services, plus expenses. In addition, Booz Allen Holding made a one-time payment to TC Group of

$20.0 million for investment banking, financial advisory and other services provided to Booz Allen Holding in connection with the acquisition. Furthermore, in consideration for any additional investment banking services provided by TC Group and other services other than advisory and consulting services described above, TC Group is entitled to receive additional reasonable compensation as agreed by the parties.

The management agreement also provides that Booz Allen Hamilton will indemnify the TC Group and its officers, employees, agents, representatives, members and affiliates against certain liabilities relating to or arising out of the performance of the management agreement and certain other claims and liabilities. Prior to the completion of this offering, we will enter into indemnification agreements with each of our directors. The indemnification agreements will provide the directors with contractual rights to the indemnification and expense advancement rights provided under our bylaws, as well as contractual rights to additional indemnification as provided in the indemnification agreements.

We believe that the management and indemnification agreements are, in form and substance, substantially similar to those commonly entered into in transactions of like size and complexity sponsored by private equity firms. We further believe that the fees incurred by us under the management agreement are customary and within the range charged by similarly situated sponsors. In addition, from time to time and in the ordinary course of business, we engage other Carlyle portfolio companies as subcontractors or service providers and they engage us as subcontractors or service providers. The cost and revenue associated with these related party transactions were $13.5 million and $15.1 million, respectively, for fiscal 2010, and $3.1 million and $2.6 million, respectively, for the three months ended June 30, 2010.

The Acquisition

In connection with the acquisition, our current and former executive officers listed below (or their related family trusts) received a combination of current and deferred cash consideration as well as stock and options in Booz Allen Holding. Of the overall cash consideration, $158.0 million was structured as an interest in the deferred payment obligation and $90.0 million was deposited into escrow to fund certain purchase price adjustments, future indemnification claims under the merger agreement and for certain other adjustments. The remainder of the cash consideration was paid on the Closing Date as part of the acquisition. The current and former executive officers listed below (or their related family trusts) receive their pro rata share of any payments of the deferred payment obligation and any releases of funds held in escrow to selling stockholders. On December 11, 2009, approximately $100.4 million of the deferred payment obligation, including $22.4 million in accrued interest, was repaid to selling stockholders and our current and former executive officers (or their related family trusts) received their pro rata share of that partial repayment. For further information on the partial repayment of the deferred payment obligation, see “The Acquisition and Recapitalization Transaction.”

The table below sets forth the cash proceeds received by our current and former executive officers (and their related family trusts) on the Closing Date, the number of shares of Class A Common Stock received as part of the exchange of equity in Booz Allen Hamilton for equity in Booz Allen Holding, cash received on the partial repayment of the deferred payment obligation in December 2009 and the percentage interest of our current and former executive officers (and their related family trusts) in the deferred payment obligation and the funds held in escrow under the merger agreement. For a description of the restricted stock and options received by our named executive officers in connection with the acquisition, see “Executive Compensation.”

Executive Officer	Gross Cash Received at Closing ($)	Shares of Class A Common Stock Received (#)(1)	Partial Repayment of Deferred Payment Obligation ($)	Escrow Percentage (%)	Deferred Payment Obligation Percentage (%)
Ralph W. Shrader, President and Chief Executive Officer	$30,963,618	180,178	$3,049,845	3.02%	3.04%
Samuel R. Strickland, Executive Vice President and Chief Financial Officer	$ 6,867,181	—	$ 698,923	0.69%	0.70%
CG Appleby, Executive Vice President and General Counsel	$22,117,104	106,885	$2,178,461	2.16%	2.17%

Executive Officer	Gross Cash Received at Closing ($)	Shares of Class A Common Stock Received (#)(1)	Partial Repayment of Deferred Payment Obligation ($)	Escrow Percentage (%)	Deferred Payment Obligation Percentage (%)
Joseph E. Garner, Executive Vice President	$11,058,800	18,705	$1,089,230	1.08%	1.08%
Francis J. Henry, Executive Vice President	$ 3,487,591	—	$ 344,923	0.34%	0.34%
Horacio D. Rozanski, Executive Vice President and Chief Strategy and Talent Officer	$ 2,411,507	2,290	$ 299,538	0.30%	0.30%
John D. Mayer, Executive Vice President	$ 2,757,101	—	$ 317,692	0.31%	0.32%
Joseph Logue, Executive Vice President	$ 1,412,668	—	$ 181,538	0.18%	0.18%
Joseph W. Mahaffee, Executive Vice President	$ 3,668,814	—	$ 363,077	0.36%	0.36%
Lloyd Howell, Jr., Executive Vice President	$ 1,796,103	—	$ 226,923	0.22%	0.23%
Patrick F. Peck, Executive Vice President	$ 4,515,771	954	$ 444,769	0.44%	0.44%
Dennis Doughty (retired)	$16,835,098	—	$1,270,769	1.26%	1.27%

(1) Does not reflect -for-1 split of our outstanding common stock to be effected prior to the completion of this offering.

As of June 30, 2010, there was approximately $84.4 million of the deferred payment obligation outstanding, including accrued interest, and approximately $33.8 million of funds, including accrued interest, remaining in escrow under the merger agreement. As these amounts are subject to various indemnification claims and other offsets, the ultimate value of our current and former executive officers' (or their related family trusts') interests in these amounts will not be known until all such claims and other offsets are resolved.

Other Relationships

Jeffrey M. Shrader and Bryan E. Shrader, senior associates at our company, are sons of Dr. Ralph Shrader, our Chairman of the Board, President and Chief Executive Officer. Jeffrey Shrader was hired in July 2009 at a base salary of $185,000 and earned a bonus of $14,340 in fiscal 2010. Bryan Shrader earned a base salary of $158,209, a bonus of $36,500 and retirement contributions of $23,187 in fiscal 2010; and received a base salary of $100,450 in the eight months ended March 31, 2009 and retirement contributions of $20,664 in the eight months ended March 31, 2009, as well as a bonus of $30,135 for the eight-month period. They also participate in the Company's other benefit programs on the same basis as other employees at the same level. During the first quarter of fiscal 2011, they were employed by us under similar terms.

Cameron A. Mayer, a senior associate at our company, is the son of Mr. John Mayer, an Executive Vice President of our company. He earned a base salary of $135,000, a bonus of $57,500 and received retirement contributions of $18,848 in fiscal 2010 and received base salary of $78,333 in the eight months ended March 31, 2009 and retirement contributions of $14,820 in the eight months ended March 31, 2009, as well as a bonus of $28,200 for the eight-month period. Mr. Mayer also participates in the Company's other benefit programs on the same basis as other employees at the same level. During the first quarter of fiscal 2011, Mr. Mayer was employed by us under similar terms.

Alberto L. Iannitto, an associate at our company, is the brother-in-law of Mr. Joseph Logue, an Executive Vice President of our company. He earned a base salary of $112,400 and received retirement contributions of $11,219 in fiscal 2010. Mr. Iannitto also participates in the Company's other benefit programs on the same basis as other employees at the same level. During the first quarter of fiscal 2011, Mr. Iannitto was employed by us under similar terms.

Gail S. Harman, an executive assistant at our company, is the sister of Mr. Samuel Strickland, our Chief Financial and Administrative Officer and an Executive Vice President of our company. She earned a base salary of $105,575 and received retirement contributions of $12,467 in fiscal 2010. Ms. Harman also participates in the Company's other benefit programs on the same basis as other employees at the same level. During the first quarter of fiscal 2011, Ms. Harman was employed by us under similar terms.

During the first quarter of fiscal 2011, fiscal 2010 and in the eight months ended March 31, 2009, we recorded expenses of $176,058, $690,577 and $150,511, respectively, for the hiring and use of an aircraft solely for business purposes owned by a company of which our Chairman of the Board, President and Chief Executive Officer, Dr. Shrader, is the sole owner. The payments we made to the affiliate of Dr. Shrader for such use were based on the market rate charged to third parties for use of the aircraft. In addition, we recorded expenses of $2,528 and $57,777 in fiscal 2010 and the eight months ended March 31, 2009, respectively, for legal and consulting fees incurred by such affiliate in connection with the acquisition of the aircraft and paid by our company.

DESCRIPTION OF CERTAIN INDEBTEDNESS

Senior Credit Facilities

Overview

In connection with the acquisition, Booz Allen Investor, as guarantor, and Booz Allen Hamilton, as borrower, entered into a credit agreement, dated as of July 31, 2008, with respect to our senior credit facilities, with Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent, Credit Suisse AG, Cayman Islands Branch, as issuing lender, and the other financial institutions party thereto from time to time. In connection with the recapitalization transaction, on December 11, 2009, the credit agreement with respect to our senior credit facilities was amended and restated in order to, among other things, permit the recapitalization transaction, add the Tranche C term facility under the senior term facilities and increase commitments under the revolving credit facility.

Our senior credit facilities provide for (1) the senior term facilities, which include: (a) the Tranche A term facility in an original aggregate principal amount of up to $125.0 million, (b) the Tranche B term facility in an original aggregate principal amount of up to $585.0 million, and (c) the Tranche C term facility in an original aggregate principal amount of up to $350.0 million, and (2) the revolving credit facility in an aggregate principal amount of up to $245.0 million. A portion of the revolving credit facility is available for swingline loans in an amount not to exceed $80.0 million and letters of credit in an amount not to exceed $60.0 million.

In addition, Booz Allen Hamilton may, at its option and subject to certain closing conditions including pro forma compliance with financial covenants, increase our senior credit facilities without the consent of any person other than the institutions agreeing to provide all or any portion of such increase, in an amount not to exceed $100 million. Any such increase may consist of new term loans or new revolving commitments, at Booz Allen Hamilton's option.

As of June 30, 2010, we had $107.8 million outstanding under the Tranche A term facility, $565.7 million outstanding under the Tranche B term facility, $345.1 million outstanding under the Tranche C term facility, and no loans outstanding under the revolving credit facility, and had $222.4 million of available and unused commitments under the revolving credit facility (excluding the $21.3 million commitment by the successor entity to Lehman Brothers Commercial Bank). The successor entity to Lehman Brothers Commercial Bank is one of the lenders under the revolving credit facility and as a result of the bankruptcy of its parent company, the availability under the revolving credit facility was effectively reduced by its commitment of $21.3 million.

Maturity; Amortization and Prepayments

The revolving credit facility and the Tranche A term facility mature on July 31, 2014. The Tranche B term facility and Tranche C term facility mature on July 31, 2015. The term loans under the Tranche A term facility amortize in quarterly installments varying from 1.25% to 5.00% of the aggregate principal amount thereof funded on the closing date of our senior credit facilities, with the balance due on their maturity date. The term loans under the Tranche B term facility and Tranche C term facility amortize in equal quarterly installments of 0.25% of the aggregate amount thereof funded on the closing date of our senior credit facilities and on the amendment and restatement date of our senior credit facilities, respectively, with the balance due on their maturity date. Prior to the revolving credit facility maturity date, loans under the revolving credit facility may to borrowed, repaid and reborrowed.

Loans under our senior credit facilities may be prepaid at the borrower's option without premium or penalty. Subject to certain exceptions, the senior term facilities are subject to mandatory prepayment in amounts equal to (1) the net cash proceeds of (a) certain indebtedness incurred by Booz Allen Hamilton and certain of its subsidiaries (excluding indebtedness permitted under our senior credit facilities) and (b) certain asset sales or insurance recovery and condemnation events and (2) 50% (which percentage will be reduced

upon the achievement of certain consolidated total leverage ratios) of annual excess cash flow (as defined in our senior credit facilities).

Guaranties; Security

Booz Allen Investor and the following subsidiaries of Booz Allen Hamilton, ASE, Inc., Booz Allen Hamilton International, Inc. and Booz Allen Transportation, Inc. provided an unconditional guaranty of all amounts owing under our senior credit facilities. Subject to certain exceptions, each newly-formed material domestic wholly-owned subsidiary of Booz Allen Hamilton will be required to guaranty all amounts owing under our senior credit facilities. In addition, subject to certain exceptions, obligations of the borrower under our senior credit facilities and the guarantees of the guarantors thereunder are secured by first priority perfected security interests in substantially all of the tangible and intangible assets of the borrower and the guarantors.

Interest

At the borrower's election, the interest rate per annum applicable to loans under our senior credit facilities are based on a fluctuating rate of interest measured by reference to either (i) an adjusted London inter-bank offered rate (adjusted for maximum reserves) (LIBOR), plus a borrowing margin, and (ii) an alternate base rate equal to the greater of the prime commercial lending rate and the weighted average of the rates on overnight federal funds transactions plus 0.5% (ABR), plus a borrowing margin. Our senior credit facilities provide for certain interest rate floors, so that (i) with respect to the Tranche B term facility, at any time prior to the third anniversary of the closing date of our senior credit facilities, LIBOR loans will bear interest at a rate no less than 3% plus the applicable borrowing margin and ABR loans will bear interest at a rate no less than 4% plus the applicable borrowing margin, and (ii) with respect to the Tranche C term facility, LIBOR loans will bear interest at a rate no less than 2% plus the applicable borrowing margin and ABR loans will bear interest at a rate no less than 3% plus the applicable borrowing margin. The borrowing margin with respect to the Tranche A term facility is 4% or 3.75% with respect to LIBOR loans and 3% or 2.75% for ABR loans, depending upon a consolidated total leverage ratio based pricing grid. The borrowing margin with respect to the Tranche B term facility is 4.5% for LIBOR loans and 3.5% for ABR loans. The borrowing margin with respect to the Tranche C term facility is 4% for LIBOR loans and 3% for ABR loans. The borrowing margin with respect to the revolving credit facility is 4% or 3.75% with respect to LIBOR loans and 3% or 2.75% for ABR loans, depending upon a consolidated total leverage ratio based pricing grid.

Fees

The borrower will pay (1) fees on the unused commitments of the lenders under the revolving credit facility equal to 0.50% or 0.375%, depending upon a consolidated total leverage ratio based pricing grid, (2) a letter of credit fee on the outstanding stated amount of letters of credit plus fronting fees for the letter of credit issuing banks and (3) other customary fees in respect of our senior credit facilities.

Covenants

Our senior credit facilities contain a number of covenants that, among other things, limit or restrict the ability of the borrower and the guarantors to incur additional indebtedness, including guarantees of indebtedness; engage in mergers, acquisitions or dispositions; enter into sale-leaseback transactions; make dividends and other restricted payments (subject to certain exceptions, including for dividends in an aggregate amount not exceeding 6.0% per year of the net cash proceeds received by the borrower from an initial public offering of its parent company); prepay specified indebtedness; engage in certain transactions with affiliates; make other investments; change the nature of its business; incur liens; and amend specified debt agreements. Our senior credit facilities also contain a covenant restricting the ability of Booz Allen Investor to take actions other than those enumerated. In addition, under our senior credit facilities, the borrower will be required to

comply with a minimum consolidated net interest coverage ratio and a maximum consolidated total leverage ratio as of the last day of any test period during any period set forth in the following tables:

Period	Consolidated Total Leverage Ratio
September 30, 2010	5.50:1.00
December 31, 2010	5.00:1.00
March 31, 2011	5.00:1.00
June 30, 2011	4.50:1.00
September 30, 2011	4.50:1.00
December 31, 2011	4.25:1.00
March 31, 2012	4.25:1.00
June 30, 2012	4.00:1.00
September 30, 2012	4.00:1.00
December 31, 2012 and thereafter	3.75:1.00

Period	Consolidated Net Interest Coverage Ratio
September 30, 2010	1.80:1.00
December 31, 2010	1.90:1.00
March 31, 2011	1.90:1.00
June 30, 2011	2.00:1.00
September 30, 2011	2.00:1.00
December 31, 2011	2.10:1.00
March 31, 2012	2.10:1.00
June 30, 2012	2.20:1.00
September 30, 2012	2.20:1.00
December 31, 2012 and thereafter	2.30:1.00

As of March 31, 2010, the borrower was in compliance with such financial ratios and tests.

Events of Default

Our senior credit facilities contain customary events of default, including nonpayment of principal when due; nonpayment of interest, fees or other amounts, in each case after a grace period; material inaccuracy of a representation or warranty when made or deemed made; violation of a covenant (subject, in the case of certain covenants, to a grace period to be agreed upon and notice); cross-default and cross-acceleration to material indebtedness; bankruptcy events; ERISA events subject to a material adverse effect qualifier; material monetary judgments; actual or asserted invalidity of any guarantee or security document; impairment of security interests; and a change of control.

Mezzanine Credit Facility

Overview

In connection with the acquisition, Booz Allen Investor, as guarantor, and Booz Allen Hamilton, as borrower, entered into a mezzanine credit agreement, dated as of July 31, 2008, with respect to our mezzanine credit facility, with Credit Suisse, as administrative agent, and the other financial institutions party thereto from time to time. In connection with the recapitalization transaction, on December 11, 2009, the credit agreement with respect to our mezzanine credit facility was amended to, among other things, permit the recapitalization transaction, the incurrence of loans under the Tranche C term facility and the increase in

commitments under the revolving credit facility. As of June 30, 2010, we had $545.3 million of term loans outstanding under our mezzanine credit facility. On August 2, 2010, we repaid $85.0 million of indebtedness outstanding under our mezzanine credit facility and paid a $2.6 million associated prepayment penalty.

Maturity; Prepayments

Our mezzanine credit facility matures on July 31, 2016. The term loans under our mezzanine credit facility will not amortize. Payments of the term loans under our mezzanine credit facility on the maturity date are subject to a 1% premium.

Optional prepayments of the term loans under our mezzanine credit facility are subject to prepayment premiums equal to (A) if such prepayment is made on or after the fourth anniversary of the closing date of our mezzanine credit facility, 1.0%, (B) if such prepayment is made on or after the third anniversary of the closing date of our mezzanine credit facility but prior to the fourth anniversary of the closing date of our mezzanine credit facility, 2.0% and (C) if such prepayment is made on or after the second anniversary of the closing date of our mezzanine credit facility but prior to the third anniversary of the closing date of our mezzanine credit facility, 3.0%.

Upon the occurrence of a change of control, each lender shall have the right to require the borrower to prepay at a price in cash equal to 101% of the principal amount being prepaid plus accrued and unpaid interest. In addition, the borrower will be subject to certain mandatory prepayments after the fifth anniversary of the closing date of our mezzanine credit facility in an amount sufficient so that the loans under our mezzanine credit facility are treated as not having “significant original issue discount” for purposes of the internal revenue code.

Guarantees

Booz Allen Investor, ASE, Inc., Booz Allen Hamilton International, Inc., and Booz Allen Transportation Inc. provided an unconditional guaranty of all amounts owing under our mezzanine credit facility. Subject to certain exceptions, each newly-formed material domestic wholly-owned subsidiary of Booz Allen Hamilton will be required to guaranty all amounts owing under our mezzanine credit facility.

Interest

The interest rate per annum applicable to the loans under our mezzanine credit facility is 13%. In lieu of cash interest, the borrower may elect to pay interest in excess of 11% per annum in kind, through the addition of such amount to the then-outstanding aggregate principal amount of the loans under our mezzanine credit facility.

Fees

The borrower will pay administrative fees in respect of our mezzanine credit facility.

Covenants

Our mezzanine credit facility contains a number of covenants substantially identical to, but in certain cases (including with respect to limitations on dividends and other restricted payments) less restrictive than, the covenants contained in our senior credit facilities, except that, under our mezzanine credit facility, the borrower will not be required to comply with a consolidated net interest coverage ratio, and will be required

to comply with the following maximum leverage ratio as of the last day of any test period during any period set forth in the following table:

Period	Consolidated Total Leverage Ratio
September 30, 2010	6.60:1.00
December 31, 2010	6.00:1.00
March 31, 2011	6.00:1.00
June 30, 2011	5.40:1.00
September 30, 2011	5.40:1.00
December 31, 2011	5.10:1.00
March 31, 2012	5.10:1.00
June 30, 2012	4.80:1.00
September 30, 2012	4.80:1.00
December 31, 2012 and thereafter	4.50:1.00

Events of Default

Our mezzanine credit facility contains customary events of default, including nonpayment of principal when due; nonpayment of interest, fees or other amounts, in each case after a grace period; material inaccuracy of a representation or warranty when made or deemed made; violation of a covenant (subject, in the case of certain covenants, to a grace period to be agreed upon and notice); cross-acceleration to material indebtedness; bankruptcy events; ERISA events subject to a material adverse effect qualifier; material monetary judgments; and actual or asserted invalidity of any guarantee.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table indicates information as of August 23, 2010 regarding the beneficial ownership of our common stock by:

- each person, or group of persons, who is known to beneficially own more than 5% of any class of our common stock;
- each of our directors;
- each of the named executive officers; and
- all of our directors and executive officers as a group.

The percentages shown are based on 10,532,798, 305,313, 202,827 and 1,248,781 shares of Class A, Class B, Class C and Class E common stock outstanding as of August 23, 2010 and , , and shares of Class A, Class B, Class C and Class E common stock outstanding after the offering. The rights of the holders of Class A common stock, Class C restricted common stock and Class E special voting common stock are identical, except with respect to dividend and other distributions, vesting and conversion. Class A common stock, Class C restricted common stock and Class E special voting common stock are entitled to one vote per share on all matters voted on by our stockholders. The Class B common stock is non-voting common stock. Upon a transfer of Class B non-voting common stock and Class C restricted common stock that occurs at least 180 days following the completion of this offering, we will issue shares of Class A common stock to the transferee on a one-for-one basis. Class E common stock underlies certain outstanding options. When each option is exercised, we will repurchase the underlying share of Class E common stock and issue a share of Class A common stock to the option holder. See “Description of Capital Stock.”

The amounts and percentages owned are reported on the basis of the SEC’s regulations governing the determination of beneficial ownership of securities. The SEC’s rules generally attribute beneficial ownership of securities to each person who possesses, either solely or shared with others, the voting power or investment power, which includes the power to dispose of those securities. The rules also treat as outstanding all shares of capital stock that a person would receive upon exercise of stock options or warrants held by that person that are immediately exercisable or exercisable within 60 days. These shares are deemed to be outstanding and to be beneficially owned by the person holding those options for the purpose of computing the number of shares beneficially owned and the percentage ownership of that person, but they are not treated as outstanding for the purpose of computing the percentage ownership of any other person. Under these rules, one or more persons may be a deemed beneficial owner of the same securities and a person may be deemed a beneficial owner of securities to which such person has no economic interest. Unless otherwise indicated, the persons or entities identified in this table have sole voting and investment power with respect to all shares shown as beneficially owned by them, subject to applicable community property laws.

Information with respect to beneficial ownership has been furnished by each director, officer, or beneficial owner of more than 5% of the shares of our common stock. Except as otherwise noted below, the address for each person listed on the table is c/o Booz Allen Hamilton Inc., 8283 Greensboro Drive, McLean, Virginia 22102.

As of August 23, 2010, our 110 partners owned 18% of our outstanding common shares, representing 18% of the total voting power in our company. Following completion of this offering and assuming that the underwriters do not exercise their option to purchase additional shares of Class A common stock, these officers will own in the aggregate % of our Class A common stock, and % of the total voting power in our company.

Name and Address	Class of Stock	Shares Beneficially Owned Prior to Offering		Combined Voting Power of Shares of All Classes of Common Stock Beneficially Owned	Shares Beneficially Owned After the Offering Assuming the Underwriters' Option is Not Exercised		Combined Voting Power of Shares of All Classes of Common Stock Beneficially Owned	Shares Beneficially Owned After the Offering Assuming the Underwriters' Option is Exercised in Full		Combined Voting Power of Shares of All Classes of Common Stock Beneficially Owned
		Number of Shares	Percentage of Class	Total Percentage	Number of Shares	Percentage of Class	Total Percentage	Number of Shares	Percentage of Class	Total Percentage
Principal Stockholders										
Explorer Coinvest LLC(1)	Class A	9,566,000	90.90%	79.88%						
Executive Officers and Directors										
Ralph W. Shrader	Class A(2)	141,288	1.34%							
	Class B	—	—							
	Class C	15,668	7.72%							
	Class E(3)	104,039	8.42%							
	Total	260,995		2.18%						
Samuel R. Strickland	Class A(4)	28,902	*							
	Class B	—	—							
	Class C	10,623	5.24%							
	Class E(3)	28,122	2.25%							
	Total	67,647		**						
CG Appleby	Class A(5)	138,288	1.31%							
	Class B	—	—							
	Class C	15,668	7.72%							
	Class E(3)	33,746	2.70%							
	Total	187,702		1.57%						
Joseph E. Garner	Class A(6)	49,611	*							
	Class B	—	—							
	Class C	13,490	6.65%							
	Class E(3)	33,096	2.65%							
	Total	96,197		**						
John M. McConnell	Class A(7)	9,166	*							
	Class B	—	—							
	Class C	—	—							
	Class E	—	—							
	Total	9,166		**						
Daniel F. Akerson(8)	Class A	—	—							
	Class B	—	—							
	Class C	—	—							
	Class E	—	—							
	Total	—	—	—						
Peter Clare(8)	Class A	—	—							
	Class B	—	—							
	Class C	—	—							
	Class E	—	—							
	Total	—	—	—						
Ian Fujiyama(8)	Class A	—	—							
	Class B	—	—							
	Class C	—	—							
	Class E	—	—							
	Total	—	—	—						
Philip A. Odeen	Class A(9)	1,227	*							
	Class B	—	—							
	Class C	—	—							
	Class E	—	—							
	Total	1,227		**						
Charles O. Rossotti	Class A(10)	6,158	*							
	Class B	—	—							
	Class C	—	—							
	Class E	—	—							
	Total	6,158		**						

Name and Address	Class of Stock	Shares Beneficially Owned Prior to Offering		Combined Voting Power of Shares of All Classes of Common Stock Beneficially Owned	Shares Beneficially Owned After the Offering Assuming the Underwriters' Option is Not Exercised		Combined Voting Power of Shares of All Classes of Common Stock Beneficially Owned	Shares Beneficially Owned After the Offering Assuming the Underwriters' Option is Exercised in Full		Combined Voting Power of Shares of All Classes of Common Stock Beneficially Owned
		Number of Shares	Percentage of Class	Total Percentage	Number of Shares	Percentage of Class	Total Percentage	Number of Shares	Percentage of Class	Total Percentage
Executive Officers and Directors as a Group (17 Persons)(11)	Class A	467,984	4.40%							
	Class B	—	—							
	Class C	82,958	40.90%							
	Class E	336,150	27.22%							
	Total	887,090		7.35%						

* Represents beneficial ownership of less than 1%.

** Represents voting power of less than 1%.

(1) Carlyle Partners V US, L.P. is the managing member of Explorer Coinvest LLC. TC Group V US, L.P. is the sole general partner of Carlyle Partners V US, L.P. TC Group V US, L.L.C. is the sole general partner of TC Group V US, L.P. TC Group Investment Holdings, L.P. is the managing member of TC Group V US, L.L.C. TCG Holdings II, L.P. is the sole general partner of TC Group Investment Holdings, L.P. DBD Investors V, L.L.C. is the sole general partner of TCG Holdings II, L.P. and, in such capacity, exercises investment discretion and control of the shares beneficially owned by Explorer Coinvest LLC. DBD Investors V, L.L.C. is managed by a three-person managing board, and all board action relating to the voting or disposition of these shares requires approval of a majority of the board. The members of the managing board are William E. Conway, Jr., Daniel A. D'Aniello and David M. Rubenstein, all of whom disclaim beneficial ownership of these shares. Excludes shares of common stock owned by other parties to the current stockholders agreement of which Carlyle may be deemed to share beneficial ownership.

(2) Includes 19,493 shares that Dr. Shrader has the right to acquire through the exercise of options. Dr. Shrader shares investment power and voting power with his wife, Mrs. Janice W. Shrader, for 121,795 shares in the Ralph W. Shrader Revocable Trust. Excludes shares of common stock owned by other parties to the stockholders agreement of which Dr. Shrader may be deemed to share beneficial ownership.

(3) The shares of Class E common stock shown as beneficially owned by Dr. Shrader does not include 13,895 shares that we will repurchase upon the exercise of his Rollover options that are exercisable within 60 days.

(4) Includes 7,398 shares that Mr. Strickland has the right to acquire through the exercise of options. Mr. Strickland has sole investment power and voting power for 9,925 shares in the Samuel Strickland Revocable Trust.

(5) Includes 5,598 shares that Mr. Appleby has the right to acquire through the exercise of options.

(6) Includes 5,598 shares that Mr. Garner has the right to acquire through the exercise of options.

(7) Includes 9,166 shares that Mr. McConnell has the right to acquire through the exercise of options.

(8) Does not include shares of common stock held by Explorer Coinvest LLC, an affiliate of Carlyle. Messrs Akerson, Clare and Fujiyama are directors of Booz Allen Holding and Managing Directors of Carlyle. Such persons disclaim beneficial ownership of the shares held by Explorer Coinvest LLC.

(9) Includes 200 shares that Mr. Odeen has the right to acquire through the exercise of options.

(10) Includes 200 shares that Mr. Rossotti has the right to acquire through the exercise of options.

(11) Includes 101,138 shares that the directors and executive officers, in aggregate, have the right to acquire through the exercise of options.

DESCRIPTION OF CAPITAL STOCK

The following descriptions of our capital stock and provisions of our amended and restated certificate of incorporation and amended and restated bylaws are summaries of their material terms and provisions. Our amended and restated certificate of incorporation and amended and restated bylaws will become effective prior to the completion of this offering.

Common Stock

Our amended and restated certificate of incorporation authorizes the issuance of shares of common stock, which includes:

- shares of Class A common stock, par value $0.01 per share;
- shares of Class B non-voting common stock, par value $0.01 per share;
- shares of Class C restricted common stock, par value $0.01 per share; and
- shares of Class E special voting common stock, par value $0.03 per share.

The shares of common stock issued and outstanding are as follows:

	As of June 30, 2010
Class A common stock	10,266,161
Class B non-voting common stock	305,313
Class C restricted common stock	202,827
Class E special voting common stock	1,404,881
Total shares outstanding	12,179,182

Shares of Class C restricted common stock were issued in connection with Carlyle's investment in our company to certain officers in exchange for stock rights with an exercise date in 2008 under the Booz Allen Hamilton stock plan. Class C Restricted Common Stock is restricted in that a record holder's shares vest as set forth in the Officers' Rollover Stock Plan.

Shares of Class E special voting common stock were issued pursuant to the Officers' Rollover Stock Plan in connection with the exchange of stock and options in Booz Allen Hamilton for stock and options in Booz Allen Holding as part of the acquisition. The number of shares of Class E special voting stock issued in the exchanges equaled the number of Rollover options to purchase Class A stock also exchanged. For each Rollover option exercised by an individual, a Class E special voting common stock will be repurchased by our company at par value and retired. The Officers' Rollover Stock Plan has a fixed vesting and exercise schedule to comply with Internal Revenue Code Section 409(a). In addition, a small number of shares of Class E special voting common stock that are not related to Rollover options have been issued pursuant to the stockholders agreement subsequent to the acquisition in connection with certain estate planning transfers.

Holders of Class A common stock, Class C restricted common stock and Class E special voting common stock are entitled to one vote for each share on all matters to be voted on by stockholders. Except as otherwise provided by the Delaware General Corporation Law, the holders of the voting common stock, as such, shall vote together as a single class. Except as required by the Delaware General Corporation Law, the holders of Class B non-voting common stock will have no voting rights of any nature whatsoever.

Each share of common stock, except for Class E special voting common stock, is entitled to participate equally, when and if declared by the Board from time to time, in such dividends and other distributions in cash, stock, or property from our company's assets or funds as may become legally available for such purposes subject to any dividend preferences that may be attributable to preferred stock that may be authorized and outstanding. In the event of our liquidation, dissolution or winding up, holders of our common stock, except for Class E special voting common stock (other than to the extent of its par value), will be entitled to receive proportionately any of our assets remaining after the payment of liabilities and subject to

the prior rights of any outstanding preferred stock. Because we are a holding company, our ability to pay dividends is subject to our subsidiaries' ability to pay dividends to us, which is in turn subject to the restrictions set forth in our credit facilities.

Under the amended and restated stockholders agreement, subject to certain exceptions, stockholders cannot transfer shares of our common stock until 180 days after the consummation of this offering without our approval. Following the expiration of the 180-day lock-up period, or such other period as the underwriters deem advisable, upon the transfer of any shares of Class B non-voting common stock or Class C restricted common stock, such shares will be automatically converted into shares of Class A common stock. Shares of our Class A common stock and Class E special voting common stock are not convertible into any other series or class of securities. However, shares of our Class E special voting stock are required to be repurchased by our company once the related options convert into Class A common stock.

The outstanding shares of our common stock are, and the shares of Class A common stock offered by us in this offering, when issued, will be, fully paid and non-assessable. The rights and privileges of holders of our common stock are subject to any series of preferred stock that we may issue in the future.

Preferred Stock

Our amended and restated certificate of incorporation authorizes us to issue shares of preferred stock, $0.01 par value per share, the terms and conditions of which are determined by the Board upon issuance. The rights, preferences and privileges of holders of common stock are subject to, and may be adversely affected by, the rights of holders of any shares of preferred stock that our company may designate and issue in the future. At June 30, 2010 there were no shares of preferred stock outstanding. We have no present plans to issue any shares of preferred stock.

Corporate Opportunities

Our amended and restated certificate of incorporation will provide that Carlyle has no obligation to offer us an opportunity to participate in business opportunities presented to Carlyle or its affiliates, including its respective officers, directors, agents, members, partners and affiliates even if the opportunity is one that we might reasonably have pursued, and that neither Carlyle nor its respective officers, directors, agents, members, partners or affiliates will be liable to us or our stockholders for breach of any duty by reason of any such activities unless, in the case of any person who is a director or officer of our company, such business opportunity is expressly offered to such director or officer in writing solely in his or her capacity as an officer or director of our company. Stockholders will be deemed to have notice of and consented to this provision of our amended and restated certificate of incorporation.

Change of Control Related Provisions of Our Amended and Restated Certificate of Incorporation, Amended and Restated Bylaws and Delaware Law

Provisions in our amended and restated certificate of incorporation and amended and restated bylaws, and in the Delaware General Corporation Law, may make it difficult, expensive and time-consuming for a third party to pursue a takeover attempt even if a change in control of our company would be beneficial to the interests of our stockholders. Any provision of our amended and restated certificate of incorporation or amended and restated bylaws or Delaware law that has the effect of delaying or deterring a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our common stock, and could also affect the price that some investors are willing to pay for our common stock. These provisions are intended to:

- enhance the likelihood of continuity and stability in the composition of our Board;
- discourage some types of transactions that may involve an actual or threatened change in control of our company;
- discourage certain tactics that may be used in proxy fights;

- ensure that our Board will have sufficient time to act in what our Board believes to be the best interests of us and our stockholders; and
- encourage persons seeking to acquire control of our company to first consult with our Board to negotiate the terms of any proposed business combination or offer.

Delaware Takeover Statute

In our amended and restated certificate of incorporation, we will elect not to be governed by Section 203, as permitted under and pursuant to subsection (b)(3) of Section 203, until the first date that Coinvest and its affiliates no longer beneficially own more than 20% of the outstanding shares of our Class A common stock. After such date, we will be governed by Section 203. Section 203 of the Delaware General Corporation Law, with specified exceptions, prohibits a Delaware corporation from engaging in any "business combination" with any "interested stockholder" for a period of three years following the time that the stockholder became an interested stockholder unless:

- before that time, the board of directors of the corporation approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the number of shares outstanding those shares owned by persons who are directors and also officers and by employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- at or after that time, the business combination is approved by the board of directors and authorized at an annual or special meeting of stockholders, and not by written consent, by the vote of at least $66^{2}/_{3}$% of the outstanding voting stock that is not owned by the interested stockholder.

Section 203 defines "business combination" to include the following:

- any merger or consolidation of the corporation with the interested stockholder;
- any sale, lease, exchange, mortgage, transfer, pledge or other disposition of 10% or more of the assets of the corporation involving the interested stockholder;
- subject to specified exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;
- any transaction involving the corporation that has the effect of increasing the proportionate share of the stock of any class or series of the corporation beneficially owned by the interested stockholder; or
- any receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits provided by or through the corporation.

Section 203 defines an "interested stockholder" as:

- any entity or person beneficially owning 15% or more of the outstanding voting stock of the corporation; and
- any entity or person affiliated with or controlling or controlled by the entity or person.

Section 203 may make it difficult and expensive for a third party to pursue a takeover attempt that we do not approve, even if a change in control would be beneficial to the interests of our stockholders.

Unissued Shares of Capital Stock

We are issuing shares of our authorized Class A common stock in this offering. The remaining shares of authorized and unissued Class A common stock will be available for future issuance without additional stockholder approval. While the additional shares are not designed to deter or prevent a change of

control, under some circumstances we could use the additional shares to create voting impediments or to frustrate persons seeking to effect a takeover or otherwise gain control by, for example, issuing those shares in private placements to purchasers who might side with our Board in opposing a hostile takeover bid.

In addition, our amended and restated certificate of incorporation will provide our Board with the authority, without any further vote or action by our stockholders, to designate and issue one or more series of preferred stock at their sole discretion and to fix the number of shares and the preferences, limitations and relative rights of the shares constituting any series. This provision makes it possible for our Board to issue preferred stock with super voting, special approval, dividend or other rights or preferences which could impede any attempt to acquire us. These and other provisions may have the effect of deferring, delaying or discouraging hostile takeovers or changes in control or management of our company, discouraging bids for the Class A common stock at a premium over the market price of the common stock and may adversely affect the market price of, and the voting and other rights of the holder of, Class A common stock.

Classified Board; Vacancies and Removal of Directors

Our amended and restated certificate of incorporation and amended and restated bylaws will provide that our Board will be divided into three classes whose members will serve three-year terms expiring in successive years. Any effort to obtain control of our Board by causing the election of a majority of the Board may require more time than would be required without such a staggered election structure.

Our amended and restated certificate of incorporation and amended and restated bylaws will provide that directors may be removed with or without cause at any time upon the affirmative vote of holders of at least a majority of the votes to which all the stockholders would be entitled to cast until a "group," as defined under Section 13(d)(3) of the Exchange Act, no longer beneficially owns more than 50% of the outstanding shares of our voting common stock. After such time, directors may only be removed from office for cause upon the affirmative vote of holders of at least a majority of the votes which all the stockholders would be entitled to cast. Our amended and restated certificate of incorporation and amended and restated bylaws will provide that vacancies in our Board may be filled only by our Board. Any director elected to fill a vacancy will hold office for the remainder of the full term of the class of directors in which the vacancy occurred (including a vacancy created by increasing the size of the Board) and until such director's successor shall have been duly elected and qualified. No decrease in the number of directors will shorten the term of any incumbent director. The number of directors shall be fixed and modified, but not reduced to less than three, from time to time by resolution of our Board.

These provisions may have the effect of slowing or impeding a third party from initiating a proxy contest, making a tender offer or otherwise attempting a change in the membership of our Board that would effect a change of control.

Advance Notice Provisions for Stockholder Nominations of Directors and Stockholder Proposals

Our amended and restated bylaws will establish an advance notice procedure for stockholders to make nominations of candidates for election as director or to bring other business before an annual meeting of our stockholders. This procedure provides that only persons who are nominated by the Board, a committee appointed by the Board, or by a stockholder who has given timely written notice to our secretary prior to the meeting, will be eligible for election as directors, and only business that has been brought before an annual meeting by the Board, any committee appointed by the Board, or by a stockholder who has given timely written notice to our secretary prior to the meeting, may be conducted. Under the procedure, to be timely, notice must be received by the secretary at our principal executive offices not less than 90 days nor more than 120 days prior to the first anniversary date of the annual meeting of the preceding year. In addition, a stockholder's notice proposing to nominate a person for election as director must contain specific information about the nominating stockholder and the proposed nominee, and a stockholder's notice relating to the conduct of business other than the nomination of directors must contain specific information about the business and the proposing stockholder.

Requiring advance notice of nominations by stockholders allows our Board an opportunity to consider the qualifications of the proposed nominees and also provides a more orderly procedure for conducting annual meetings of stockholders. It also provides the Board with the opportunity to inform stockholders of proposed business prior to the meeting, so that stockholders can better decide whether to attend the meeting or to grant a proxy regarding the disposition of the business. These provisions may also have the effect of precluding a contest for the election of directors or the consideration of stockholder proposals and of discouraging or deterring a third party from conducting a solicitation of proxies to elect its own slate of directors or to approve its own proposal without regard to whether consideration of the nominees or proposals might be harmful or beneficial to us or our stockholders.

Calling Special Stockholder Meetings; Stockholder Action by Written Consent

Our amended and restated certificate of incorporation and amended and restated bylaws will provide that a special meeting of stockholders may only be called by our Board. Our amended and restated bylaws will allow for stockholder actions by written consent until no "group," as defined under Section 13(d)(3) of the Exchange Act, owns more than 50% of the outstanding shares of our voting common stock. After such time, any action taken by the stockholders must be effected at a duly called annual or special meeting, which may be called only by the Board.

These provisions make it procedurally more difficult for a stockholder to take action without a meeting and therefore may reduce the likelihood that a stockholder will seek to take independent action with respect to matters that are not supported by management.

Limitation of Liability of Directors; Indemnification of Directors and Officers

Our amended and restated certificate of incorporation will contain provisions permitted under Delaware General Corporation Law relating to the liability of directors. These provisions eliminate a director's personal liability for monetary damages resulting from a breach of fiduciary duty, except in circumstances involving:

- any breach of the director's duty of loyalty;
- acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law;
- under Section 174 of the Delaware General Corporation Law (unlawful dividends); or
- any transaction from which the director derives an improper personal benefit.

The principal effect of the limitation on liability provision is that a stockholder will be unable to prosecute an action for monetary damages against a director unless the stockholder can demonstrate a basis for liability for which indemnification is not available under the Delaware General Corporation Law. These provisions, however, should not limit or eliminate our rights or any stockholder's rights to seek non-monetary relief, such as an injunction or rescission, in the event of a breach of director's fiduciary duty. These provisions will not alter a director's liability under federal securities laws. The inclusion of this provision in our certificate of incorporation may discourage or deter stockholders or management from bringing a lawsuit against directors for a breach of their fiduciary duties, even though such an action, if successful, might otherwise have benefited us and our stockholders.

Our amended and restated bylaws will require us to indemnify and advance expenses to our directors and officers to the fullest extent not prohibited by the Delaware General Corporation Law and other applicable law, except in the case of a proceeding instituted by the director without the approval of our Board. Our amended and restated bylaws will provide that we are required to indemnify our directors and officers, to the fullest extent permitted by law, for all judgments, fines, settlements, legal fees and other expenses incurred in connection with pending or threatened legal proceedings because of the director's or officer's positions with us or another entity that the director or officer serves at our request, subject to various conditions, and to advance funds to our directors and officers to enable them to defend against such proceedings. To receive indemnification, the director or officer must have been successful in the legal proceeding or have acted in

good faith and in what was reasonably believed to be a lawful manner in our best interest and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Prior to the completion of this offering, we expect to enter into an indemnification agreement with each of our directors and certain of our officers. The indemnification agreement will provide our directors and certain of our officers with contractual rights to the indemnification and expense advancement rights provided under our bylaws, as well as contractual rights to additional indemnification as provided in the indemnification agreement.

Supermajority Voting Requirements for Amendment of Certain Provisions of Our Amended and Restated Bylaws

Our amended and restated bylaws will provide that our bylaws may be amended, altered or repealed at any regular or special meeting of the stockholders only if the amendment is approved by the vote of holders of at least two-thirds of the shares then entitled to vote at a general election of directors. In addition, amendments may be instituted by resolutions adopted by a majority of the Board at any special or regular meeting of the Board. These provisions make it more difficult for stockholders to remove or amend any provisions that may have an anti-takeover effect.

Transfer Agent and Registrar

BNY Mellon Shareowner Services will serve as transfer agent and registrar for our Class A common stock.

SHARES OF COMMON STOCK ELIGIBLE FOR FUTURE SALE

Immediately prior to this offering, there was no public market for our common stock. Sales of substantial amounts of our common stock in the public market could adversely affect prevailing market prices of our common stock. Furthermore, some shares of our common stock will not be available for sale for a certain period of time after this offering because they are subject to contractual and legal restrictions on resale some of which are described below. Sales of substantial amounts of common stock in the public market after these restrictions lapse, or the perception that these sales could occur, could adversely affect the prevailing market price and our ability to raise equity capital in the future.

Sale of Restricted Securities

After this offering, shares of our Class A common stock will be outstanding. Of these shares, all of the shares sold in this offering will be freely tradable without restriction under the Securities Act, unless purchased by our "affiliates," as that term is defined in Rule 144 under the Securities Act. The remaining shares of our common stock that will be outstanding after this offering are "restricted securities" within the meaning of Rule 144 under the Securities Act. Restricted securities may be sold in the public market only if they are registered under the Securities Act or are sold pursuant to an exemption from registration under Rule 144 or Rule 701 under the Securities Act, which are summarized below. Subject to the lock-up agreements described below, shares held by our affiliates that are not restricted securities or that have been owned for more than one year may be sold subject to compliance with Rule 144 of the Securities Act without regard to the prescribed one-year holding period under Rule 144.

Lock-Up Agreements

We, our directors and our executive officers have agreed that, subject to specified exceptions, without the prior written consent of Morgan Stanley & Co. Incorporated and Barclays Capital Inc., on behalf of the underwriters, we will not, during the period beginning on the date of this prospectus and ending 180 days thereafter:

- offer, pledge, sell, announce the intention to sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of our common stock or any securities convertible into or exercisable or exchangeable for our common stock;
- enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of our common stock; or
- make any demand for or exercise any right with respect to, the registration of any shares of our common stock or any security convertible into or exercisable or exchangeable for our common stock;

whether any such transaction described above is to be settled by delivery of Class A common stock or such other securities, in cash or otherwise.

The 180-day restricted period described in the preceding paragraph will be extended if:

- during the last 17 days of the 180-day restricted period we issue an earnings release, or material news or a material event relating to us occurs; or
- prior to the expiration of the 180-day restricted period, we announce that we will release earnings results during the 16-day period beginning on the last day of the 180-day restricted period,

in which case the restrictions described in this paragraph will continue to apply until the expiration of the 180-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

Additionally, under the amended and restated stockholders agreement, holders of our common stock who have not signed contractual lock-up agreements with representatives of the underwriters have agreed with us not to transfer shares of our common stock until 180 days after the consummation of this offering without our approval. In turn, we have agreed not to release any of our stockholders from these lock-up agreements prior to the expiration of the 180-day period without the consent of Morgan Stanley & Co. Incorporated and Barclays Capital Inc. We have also agreed with the underwriters of this offering that we will extend the 180-day lock-up period if, as permitted by the amended and restated stockholders agreement:

- during the last 17 days of the 180-day restricted period we issue an earnings release, or material news or a material event relating to us occurs; or
- prior to the expiration of the 180-day restricted period, we announce that we will release earnings results during the 16-day period beginning on the last day of the 180-day restricted period, in which case these restrictions will continue to apply until the expiration of the 180-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

In addition, any Class A common stock purchased by participants in our directed share program pursuant to which the underwriters have reserved, at our request, up to 10% of the Class A common stock offered by this prospectus for sale to certain of our senior personnel and individuals employed by or associated with our affiliates, will be subject to a 180-day lock-up restriction.

There are no agreements between the underwriters and any of our stockholders or affiliates releasing them from these lock-up agreements prior to the expiration of the 180-day period. Following the lock-up periods, we estimate that approximately shares of our Class A common stock that are restricted securities or are held by our affiliates as of the date of this prospectus will be eligible for sale in the public market in compliance with Rule 144 or Rule 701 under the Securities Act.

Registration Rights

Stockholders currently have the right to require us to register shares of Class A common stock for resale in some circumstances. See "Certain Relationships and Related Party Transactions — Related Person Transactions — Stockholders Agreement."

Rule 144

Common stock eligible for sale under Rule 144 may be sold immediately upon the completion of this offering. In general, under Rule 144, a person may sell shares of common stock acquired from us immediately upon completion of this offering, without regard to manner of sale, the availability of public information or volume, if:

- the person is not an affiliate of the company and has not been an affiliate of the company at any time during the three months preceding such a sale; and
- the person has beneficially owned the shares proposed to be sold for at least one year, including the holding period of any prior owner other than an affiliate.

Rule 701

Shares of our common stock issued in reliance on Rule 701, such as those shares acquired upon exercise of options granted under our Equity Incentive Plan, are restricted and, subject to the contractual and legal provisions on resale described above, beginning 90 days after the effective date of this prospectus, may be sold by stockholders other than our affiliates, subject only to the manner of sale provisions of Rule 144, and by affiliates under Rule 144 without compliance with its one-year holding requirement. We intend to file a registration statement under the Securities Act covering all shares subject to options outstanding under our Equity Incentive Plan.

Equity Compensation Plans

Upon completion of this offering, we intend to file one or more registration statements under the Securities Act to register the shares of Class A common stock to be issued under our Equity Incentive Plan, Officers' Rollover Stock Option Plan and Employee Stock Purchase Plan and, as a result, all shares of Class A common stock acquired upon exercise of stock options and other equity-based awards granted under these plans will also be freely tradable under the Securities Act unless purchased by our affiliates. As of , our Equity Incentive Plan authorized a maximum total of shares of common stock for issuance, and of such total, shares of common stock were issued to members of our management and there were stock options outstanding to purchase, subject to vesting, up to an additional shares of our common stock and our Officers' Rollover Stock Option Plan authorized a maximum total of shares of common stock for issuance, and of such total, shares of common stock were issued to members of our management and there were stock options outstanding to purchase, subject to vesting, up to an additional shares of our common stock. We expect that shares of common stock will be issuable under our Employee Stock Purchase Plan.

CERTAIN U.S. FEDERAL TAX CONSIDERATIONS FOR NON-U.S. HOLDERS

The following is a discussion of the material U.S. federal income and estate tax considerations relating to the purchase, ownership and disposition of our common stock by Non-U.S. Holders (as defined below) that purchase our common stock pursuant to this offering and hold such common stock as a capital asset. This discussion is based on the Code, U.S. Treasury regulations thereunder, and administrative and judicial interpretations thereof, all as in effect on the date hereof and all of which are subject to change, possibly with retroactive effect, or to different interpretation. This discussion does not address all of the U.S. federal tax considerations that may be relevant to specific Non-U.S. Holders in light of their particular circumstances or to Non-U.S. Holders subject to special treatment under U.S. federal income tax law (such as banks, insurance companies, dealers in securities or other Non-U.S. Holders that mark their securities to market for U.S. federal income tax purposes, foreign governments, international organizations, controlled foreign corporations, passive foreign investment companies, tax-exempt entities, certain former citizens or residents of the United States, or Non-U.S. Holders who hold our common stock as part of a straddle, hedge, conversion or other integrated transaction). This discussion does not address any U.S. state or local or non-U.S. tax considerations or any U.S. federal gift or alternative minimum tax considerations.

As used in this discussion, the term "Non-U.S. Holder" means a beneficial owner of our common stock that is for U.S. federal income tax purposes:

- an individual who is neither a citizen nor a resident of the United States;
- a corporation that is not created or organized in or under the laws of the United States, any state thereof, or the District of Columbia;
- an estate that is not subject to U.S. federal income tax on income from non-U.S. sources which is not effectively connected with the conduct of a trade or business within the United States; or
- a trust unless (i) it is subject to the primary supervision of a court within the United States and one or more United States persons have the authority to control all of its substantial decisions or (ii) it has in effect a valid election under applicable U.S. Treasury regulations to be treated as a United States person.

If an entity treated as a partnership for U.S. federal income tax purposes invests in our common stock, the U.S. federal income tax considerations relating to such investment will depend in part upon the status and activities of such entity and the particular partner. Any such entity should consult its own tax adviser regarding the U.S. federal tax considerations applicable to it and its partners of the purchase, ownership and disposition of our common stock.

PERSONS CONSIDERING AN INVESTMENT IN OUR COMMON STOCK SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE U.S. FEDERAL, STATE AND LOCAL AND NON-U.S. INCOME, ESTATE AND OTHER TAX CONSIDERATIONS RELATING TO THE PURCHASE, OWNERSHIP AND DISPOSITION OF OUR COMMON STOCK IN LIGHT OF THEIR PARTICULAR CIRCUMSTANCES.

Distributions on Common Stock

Subject to the discussion below under "— Payments to Foreign Financial Institutions and Non-financial Foreign Entities" and "— Information Reporting and Backup Withholding," if we make a distribution of cash or other property (other than certain *pro rata* distributions of our common stock) in respect of a share of our common stock, the distribution will be treated as a dividend to the extent it is paid from our current or accumulated earnings and profits (as determined under U.S. federal income tax principles). If the amount of a distribution exceeds our current and accumulated earnings and profits, such excess generally will be treated first as a tax-free return of capital to the extent of the Non-U.S. Holder's tax basis in such share of our common stock, and then as capital gain. Distributions treated as dividends on our common stock that are paid to or for the account of a Non-U.S. Holder generally will be subject to U.S. federal withholding tax at a rate of 30%, or at a lower rate if provided by an applicable tax treaty and the Non-U.S. Holder provides the

documentation (generally, Internal Revenue Service, or the IRS, Form W-8BEN) required to claim benefits under such tax treaty to the applicable withholding agent.

If, however, a dividend is effectively connected with the conduct of a trade or business in the United States by a Non-U.S. Holder, the dividend generally will not be subject to the 30% U.S. federal withholding tax if the Non-U.S. Holder provides the appropriate documentation (generally, IRS Form W-8ECI) to the applicable withholding agent. Instead, the Non-U.S. Holder generally will be subject to U.S. federal income tax in respect of such dividend on a net income basis in substantially the same manner as a U.S. holder (except as provided by an applicable tax treaty). Dividends that are effectively connected with the conduct of a trade or business in the United States by a corporate Non-U.S. Holder may also be subject to a branch profits tax at the rate of 30% (or a lower rate if provided by an applicable tax treaty).

Sale, Exchange or Other Disposition of Common Stock

Subject to the discussion below under "— Payments to Foreign Financial Institutions and Non-financial Foreign Entities" and "— Information Reporting and Backup Withholding," a Non-U.S. Holder generally will not be subject to U.S. federal income tax on gain recognized on the sale, exchange or other disposition of our common stock unless:

- we are or have been a "United States real property holding corporation" for U.S. federal income tax purposes at any time during the shorter of (i) the five year period ending on the date of such sale, exchange or disposition and (ii) such Non-U.S. Holder's holding period with respect to our common stock, and certain other conditions are met;
- such gain is effectively connected with the conduct of a trade or business in the United States by such Non-U.S. Holder, in which event such Non-U.S. Holder generally will be subject to U.S. federal income tax on a net income basis in substantially the same manner as a U.S. holder (except as provided by an applicable tax treaty) and, if it is a corporation, may also be subject to a branch profits tax at the rate of 30% (or a lower rate if provided by an applicable tax treaty); or
- such Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of such sale, exchange or disposition and certain other conditions are met.

Generally, a corporation is a "United States real property holding corporation" if the fair market value of its United States real property interests equals or exceeds 50% of the sum of the fair market value of its worldwide real property interests and its other assets used or held for use in a trade or business (all as determined for U.S. federal income tax purposes). We do not believe that we are, and we do not presently anticipate that we will become, a United States real property holding corporation.

Payments to Foreign Financial Institutions and Non-financial Foreign Entities

Payments of any dividend on, or any gross proceeds from the sale, exchange or other disposition of, our common stock made after December 31, 2012 to a Non-U.S. Holder that is a "foreign financial institution" or a "non-financial foreign entity" (to the extent such dividend or gain from such sale, exchange or disposition is not effectively connected with the conduct of a trade or business in the United States by such Non-U.S. Holder) generally will be subject to the U.S. federal withholding tax at the rate of 30% unless such Non-U.S. Holder complies with certain additional U.S. reporting requirements.

For this purpose, a foreign financial institution includes, among others, a non-U.S. entity that (i) is a bank, (ii) holds, as a substantial portion of its business, financial assets for the account for others or (iii) is engaged primarily in the business of investing, reinvesting or trading in securities, partnership interests, commodities or any interest in securities, partnership interests or commodities. A foreign financial institution generally will be subject to this 30% U.S. federal withholding tax unless it (i) enters into an agreement with the IRS pursuant to which such financial institution agrees (x) to comply with certain information, verification, due diligence, reporting, and other procedures established by the IRS with respect to "United States accounts" (generally financial accounts maintained by a financial institution (as well as non-traded debt or equity interests in such financial institution) held by one or more specified U.S. persons or foreign entities with a

specified level of U.S. ownership) and (y) to withhold on its account holders that fail to comply with reasonable information requests or that are foreign financial institutions that do not enter into such an agreement with the IRS or (ii) is exempted by the IRS.

A non-financial foreign entity generally will be subject to this 30% U.S. federal withholding tax unless such entity provides the applicable withholding agent with either (i) a certification that such entity does not have any substantial U.S. owners or (ii) information regarding the name, address and taxpayer identification number of each substantial U.S. owner of such entity. These reporting requirements generally will not apply to a non-financial foreign entity that is a corporation the stock of which is regularly traded on an established securities market or certain affiliated corporations or to certain other specified types of entities.

Non-U.S. Holders should consult their own tax advisor regarding the application of these withholding and reporting rules.

Information Reporting and Backup Withholding

Generally, the amount of dividends on our common stock paid to a Non-U.S. Holder and the amount of any tax withheld from such dividends must be reported annually to the IRS and to the Non-U.S. Holder.

The information reporting and backup withholding rules that apply to payments to certain U.S. persons generally will not apply to payments with respect to our common stock to a Non-U.S. Holder if such Non-U.S. Holder certifies under penalties of perjury that it is not a United States person (generally by providing an IRS Form W-8BEN) or otherwise establishes an exemption.

Proceeds from the sale, exchange or other disposition of our common stock by a Non-U.S. Holder effected through a non-U.S. office of a U.S. broker or of a non-U.S. broker with certain specified U.S. connections generally will be subject to information reporting (but not backup withholding) unless such Non-U.S. Holder certifies under penalties of perjury that it is not a United States person (generally by providing an IRS Form W-8BEN) or otherwise establishes an exemption. Proceeds from the sale, exchange or other disposition of our common stock by a Non-U.S. Holder effected through a U.S. office of a broker generally will be subject to information reporting and backup withholding, unless such Non-U.S. Holder certifies under penalties of perjury that it is not a United States person (generally by providing an IRS Form W-8BEN) or otherwise establishes an exemption.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules generally will be allowed as a refund or a credit against a Non-U.S. Holder's U.S. federal income tax liability if the required information is furnished by such Non-U.S. Holder on a timely basis to the IRS.

U.S. Federal Estate Tax

In the case of an individual Non-U.S. Holder who, for U.S. federal estate tax purposes, is not a citizen or resident of the United States at the time of his or her death, shares of our common stock owned or treated as owned at such time by such individual will be included in his or her gross estate for U.S. federal estate tax purposes and may be subject to U.S. federal estate tax unless an applicable estate tax treaty provides otherwise.

Legislation enacted in 2001 provides for reductions in the U.S. federal estate tax through 2009 and the elimination of the tax entirely for the year 2010. Under the legislation, the estate tax would be fully reinstated, as in effect prior to the reductions, for 2011 and thereafter.

UNDERWRITING

Morgan Stanley & Co. Incorporated, Barclays Capital Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Credit Suisse Securities (USA) LLC are acting as joint book-running managers of this offering and, together with Stifel, Nicolaus & Company, Incorporated, BB&T Capital Markets, Lazard Capital Markets LLC and Raymond James & Associates, Inc., are acting as the managing underwriters of this offering. Under the terms and subject to the conditions contained in an underwriting agreement dated the date of this prospectus, the underwriters named below have severally agreed to purchase, and we have agreed to sell to them, the number of shares of Class A common stock indicated in the table below:

Underwriters	Number of Shares
Morgan Stanley & Co. Incorporated	
Barclays Capital Inc.	
Merrill Lynch, Pierce, Fenner & Smith Incorporated	
Credit Suisse Securities (USA) LLC	
Stifel, Nicolaus & Company, Incorporated	
BB&T Capital Markets, a division of Scott & Stringfellow, LLC	
Lazard Capital Markets LLC	
Raymond James & Associates, Inc.	
Total	

The underwriters are offering the shares of Class A common stock subject to their acceptance of the shares from us and subject to prior sale. The underwriting agreement provides that the obligations of the several underwriters to pay for and accept delivery of the shares of Class A common stock offered by this prospectus are subject to the approval of certain legal matters by their counsel and to other conditions. The underwriters are obligated to take and pay for all of the shares of Class A common stock offered by this prospectus if any such shares are taken. However, the underwriters are not required to take or pay for the shares covered by the underwriters' over-allotment option described below. The underwriters initially propose to offer part of the shares of Class A common stock directly to the public at the public offering price listed on the cover page of this prospectus, less underwriting discounts and commissions, and part of the shares of Class A common stock to certain dealers at a price that represents a concession not in excess of $ a share under the public offering price. After the initial offering of the shares of Class A common stock, the offering price and other selling terms may from time to time be varied by the representatives.

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to an aggregate of additional shares of Class A common stock from us at the public offering price, less underwriting discounts and commissions. The underwriters may exercise this option solely for the purpose of covering over-allotments, if any, made in connection with the offering of the shares of Class A common stock offered by this prospectus. To the extent the option is exercised, each underwriter will become obligated, subject to certain conditions, to purchase approximately the same percentage of the additional shares of Class A common stock as the number listed next to the underwriter's name in the preceding table bears to the total number of shares of Class A common stock listed next to the names of all underwriters in the preceding table. If the underwriters' over-allotment option is exercised in full, the total price to the public would be $, the total underwriters' discounts and commissions paid by us would be $ and the total proceeds to us would be $.

The following table shows the per share and total underwriting discounts and commissions that we are to pay to the underwriters in connection with this offering. These amounts are shown assuming both no exercise and full exercise of the underwriters' over-allotment option.

	Paid by Us		Total	
	No Exercise	Full Exercise	No Exercise	Full Exercise
Per Share	$	$	$	$
Total	$	$	$	$

In addition, we estimate that the expenses of this offering other than underwriting discounts and commissions payable by us will be approximately $ million.

The underwriters have informed us that they do not intend sales to discretionary accounts to exceed 5% of the total number of shares of Class A common stock offered by them.

At our request, the underwriters have reserved up to 10% of the shares of Class A common stock to be issued by us and offered by this prospectus for sale, at the initial public offering price, to certain of our senior personnel and individuals employed by or associated with our affiliates. If purchased by these persons, these shares will be subject to a 180-day lock-up restriction. The number of shares of Class A common stock available for sale to the general public will be reduced to the extent these individuals purchase such reserved shares. Any reserved shares that are not so purchased will be offered by the underwriters to the general public on the same basis as the other shares offered by this prospectus. We have agreed to indemnify the underwriters against certain liabilities and expenses, including liabilities under the Securities Act, in connection with the sales of directed shares.

We, our directors and our executive officers have agreed that, subject to specified exceptions, without the prior written consent of Morgan Stanley & Co. Incorporated and Barclays Capital Inc., on behalf of the underwriters, we will not, during the period beginning on the date of this prospectus and ending 180 days thereafter:

- offer, pledge, sell, announce the intention to sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of our common stock or any securities convertible into or exercisable or exchangeable for our common stock;
- enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of our common stock; or
- make any demand for or exercise any right with respect to, the registration of any shares of our common stock or any security convertible into or exercisable or exchangeable for our common stock;

whether any such transaction described above is to be settled by delivery of Class A common stock or such other securities, in cash or otherwise.

The 180-day restricted period described in the preceding paragraph will be extended if:

- during the last 17 days of the 180-day restricted period we issue an earnings release, or material news or a material event relating to us occurs; or
- prior to the expiration of the 180-day restricted period, we announce that we will release earnings results during the 16-day period beginning on the last day of the 180-day restricted period,

in which case the restrictions described in this paragraph will continue to apply until the expiration of the 180-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

Additionally, under the amended and restated stockholders agreement, holders of our common stock who have not signed contractual lock-up agreements with representatives of the underwriters have agreed with us not to transfer shares of our common stock until 180 days after the consummation of this offering without our approval. In turn, we have agreed not to release any of our stockholders from these lock-up agreements prior

to the expiration of the 180-day period without the consent of Morgan Stanley & Co. Incorporated and Barclays Capital Inc. We have also agreed with the underwriters of this offering that we will extend the 180-day lock-up period if, as permitted by the amended and restated stockholders agreement:

- during the last 17 days of the 180-day restricted period we issue an earnings release, or material news or a material event relating to us occurs; or
- prior to the expiration of the 180-day restricted period, we announce that we will release earnings results during the 16-day period beginning on the last day of the 180-day restricted period, in which case these restrictions will continue to apply until the expiration of the 180-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

The restrictions described in the preceding paragraphs do not apply to:

- the sale by us of shares to the underwriters in connection with the offering;
- transactions by any person other than us relating to shares of Class A common stock or other securities convertible or exchangeable into Class A common stock acquired in open market transactions after the completion of the offering of the shares, provided that no filing under Section 16(a) of the Exchange Act, reporting a reduction in beneficial ownership of shares of Class A common stock, shall be required or shall be voluntarily made during the 180-day restricted period; or
- the transfer of shares of Class A common stock or any security convertible or exchangeable into shares of Class A common stock as a bona fide gift, as a distribution to general or limited partners, stockholders or members of our stockholders, or by will or intestate succession to a member of the immediate family of our stockholders.

With respect to the last bullet, it shall be a condition to the transfer or distribution that the transferee provide prior written notice of such transfer or distribution to Morgan Stanley & Co. Incorporated and Barclays Capital Inc., execute a copy of the lock-up agreement, that no filing by any donee or transferee with the SEC shall be required or shall be made voluntarily in connection with such transfer or distribution and no such transfer or distribution may include a disposition for value.

In order to facilitate this offering of Class A common stock, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of the Class A common stock. Specifically, the underwriters may sell more shares than they are obligated to purchase under the underwriting agreement, creating a short position. A short sale is covered if the short position is no greater than the number of shares available for purchase by the underwriters under the over-allotment option. The underwriters can close out a covered short sale by exercising the over-allotment option or by purchasing shares in the open market. In determining the source of shares to close out a covered short sale, the underwriters will consider, among other things, the open market price of shares compared to the price available under the over-allotment option. The underwriters may also sell shares in excess of the over-allotment option, creating a naked short position. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the Class A common stock in the open market after pricing that could adversely affect investors who purchase in this offering. In addition, to stabilize the price of the Class A common stock, the underwriters may bid for and purchase shares of Class A common stock in the open market. Finally, the underwriting syndicate may reclaim selling concessions allowed to an underwriter or a dealer for distributing the Class A common stock in the offering, if the syndicate repurchases previously distributed Class A common stock to cover syndicate short positions or to stabilize the price of the Class A common stock. These activities may raise or maintain the market price of the Class A common stock above independent market levels or prevent or retard a decline in the market price of the Class A common stock. The underwriters are not required to engage in these activities and may end any of these activities at any time.

We will apply to list our Class A common stock on the New York Stock Exchange under the symbol “BAH.”

We and the underwriters have agreed to indemnify each other against certain liabilities, including liabilities arising out of or based upon material misstatements or omissions.

Prior to this offering, there has been no public market for the shares of Class A common stock. The initial public offering price will be determined by negotiations between us and the representatives of the underwriters. Among the factors to be considered in determining the initial public offering price will be our future prospects and those of our industry in general; sales, earnings and other financial operating information in recent periods; and the price-earnings ratios, price-sales ratios and market prices of securities and certain financial and operating information of companies engaged in activities similar to ours. The estimated initial public offering price range set forth on the cover page of this preliminary prospectus is subject to change as a result of market conditions and other factors. An active trading market for the shares may not develop, and it is possible that after the offering the shares will not trade in the market above their initial offering price. A prospectus in electronic format may be made available on the websites maintained by one or more of the underwriters, and one or more of the underwriters may distribute prospectuses electronically. The underwriters may agree to allocate a number of shares to underwriters for sale to their online brokerage account holders. Internet distributions will be allocated by the underwriters that make Internet distributions on the same basis as other allocations.

Relationships

The underwriters or their affiliates may engage in transactions with, and may perform and have, from time to time, performed investment banking and advisory services for us in the ordinary course of their business and for which they have received or would receive customary fees and expenses. For example, affiliates of Credit Suisse Securities (USA) LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley & Co. Incorporated and Barclays Capital Inc. are acting as lenders and, in some instances, agents under our senior credit facilities. Specifically, affiliates of Credit Suisse Securities (USA) LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Barclays Capital Inc. are lenders under the term loan facilities of our senior credit facilities and affiliates of Credit Suisse Securities (USA) LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital Inc. and Morgan Stanley & Co. Incorporated are lenders under the revolving facility portion of our senior credit facilities. Affiliates of Credit Suisse Securities (USA) LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated are acting as agents and, in the case of Credit Suisse Securities (USA) LLC, a lender under our mezzanine credit facility. For a description of these facilities, see “Description of Certain Indebtedness.”

Charles O. Rossotti, a member of our board of directors, also serves as a director of Bank of America Corporation, the parent company of Merrill Lynch, Pierce, Fenner & Smith Incorporated, an underwriter of this offering and a member of FINRA.

Lazard Frères and Co. LLC referred this transaction to Lazard Capital Markets LLC and will receive a referral fee from Lazard Capital Markets LLC in connection therewith.

Conflicts of Interest

The net proceeds of this offering will be used to retire a portion of our mezzanine credit facility under which Credit Suisse AG, Cayman Islands Branch, an affiliate of Credit Suisse Securities (USA) LLC, is a lender. Because its affiliate will receive at least 5% of the net proceeds of this offering, Credit Suisse Securities (USA) LLC is deemed to have a “conflict of interest” under NASD Conduct Rule 2720 of FINRA, or FINRA Rule 2720. Accordingly, this offering will be conducted in compliance with the requirements of FINRA Rule 2720, which provides that the nature of the conflict of interest be prominently disclosed and that Credit Suisse Securities (USA) LLC will not make any sales of our Class A common stock to discretionary accounts without express written approval from the account holder.

LEGAL MATTERS

The legal validity of the Class A common stock offered in this offering will be passed upon for us by Debevoise & Plimpton LLP, New York, New York. Various legal matters relating to this offering will be passed upon for the underwriters by Latham & Watkins LLP, Washington, District of Columbia.

EXPERTS

The audited consolidated financial statements of Booz Allen Hamilton Holding Corporation at March 31, 2010 and 2009, and for the year ended March 31, 2010 and for the eight months ended March 31, 2009, as well as the consolidated statements of operations of Booz Allen Hamilton, Inc. for the four months ended July 31, 2008 and the year ended March 31, 2008, appearing in this prospectus and registration statement have been audited by Ernst & Young LLP, an independent registered public accounting firm, as set forth in their report thereon appearing elsewhere herein, and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

Prior to Ernst & Young LLP being engaged to provide audit services to the Predecessor, the Predecessor engaged foreign affiliates of Ernst & Young LLP to provide certain legal and tax services at two insignificant foreign subsidiaries that were subsequently spun off with the commercial and international business. These legal and tax services were consistent with the independence requirements of the American Institute of Certified Public Accountants and no public offering was contemplated by the Predecessor while the services were being provided. In connection with the filing of this prospectus and registration statement, the independence rules of the SEC apply to all periods for which audited consolidated financial statements are included in this prospectus and registration statement. Ernst & Young LLP and the Company's Audit Committee previously determined that the foregoing legal and tax services were inconsistent with the SEC's independence rules for the year ended March 31, 2008. However, after analysis of these circumstances, Ernst & Young LLP and the Company's Audit Committee, in consultation with legal counsel, concluded that Ernst & Young LLP's objectivity and impartiality of judgment had not been impaired with respect to Ernst & Young LLP's audit engagement. These circumstances and conclusion were reviewed with the Staff of the Office of the Chief Accountant of the SEC, which did not disagree with such conclusion.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form S-1, including exhibits, schedules and amendments filed with the registration statement, under the Securities Act with respect to the shares of Class A common stock being offered. This prospectus does not contain all of the information described in the registration statement and the related exhibits and schedules, portions of which have been omitted as permitted by the rules and regulations of the SEC. For further information with respect to us and the Class A common stock being offered, reference is made to the registration statement and the related exhibits and schedules. With respect to statements contained in this prospectus regarding the contents of any contract or any other document, reference is made to the copy of the contract or other document filed as an exhibit to the registration statement. A copy of the registration statement and the related exhibits, schedules and amendments may be inspected without charge at the public reference facilities maintained by the SEC in Washington D.C. at 100 F Street, N.E., Room 1580, Washington, D.C. 20549, and copies of all or any part of the registration statement may be obtained from these offices upon the payment of the fees prescribed by the SEC. Information on the operation of the Public Reference Room may be obtained by calling the SEC at 1-800-SEC-0330. The SEC maintains a website that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC. The address of the site is http://www.sec.gov.

Upon the completion of this offering, Booz Allen Holding will become subject to the information and periodic reporting requirements of the Exchange Act and, accordingly, will file annual reports containing financial statements audited by an independent public accounting company, quarterly reports containing unaudited financial statements, current reports, proxy statements and other information with the SEC. You will be able to inspect and copy these reports, proxy statements and other information at the public reference facilities maintained by the SEC at the address noted above. You will also be able to obtain copies of this material from the Public Reference Room of the SEC as described above, or inspect them without charge at the SEC's website. Upon completion of this offering, you will also be able to access, free of charge, our reports filed with the SEC (for example, our Annual Report on Form 10-K, our Quarterly Reports on Form 10-Q and our Current Reports on Form 8-K and any amendments to those forms) through the "Investors" portion of our Internet website (http://www.boozallen.com). Reports filed with or furnished to the SEC will be available as soon as reasonably practicable after they are filed with or furnished to the SEC. Our website is included in this prospectus as an inactive textual reference only. The information found on our website is not part of this prospectus or any report filed with or furnished to the SEC. We intend to provide our stockholders with annual reports containing financial statements audited by an independent accounting company.

INDEX TO THE CONSOLIDATED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders of
Booz Allen Hamilton Holding Corporation

We have audited the accompanying consolidated balance sheets of Booz Allen Hamilton Holding Corporation (the Company) as of March 31, 2009 and 2010 and the related consolidated statements of operations, stockholders' equity and cash flows for the eight-month period ended March 31, 2009 and the year ended March 31, 2010. We have also audited the consolidated statements of operations, stockholders' equity and cash flows for the year ended March 31, 2008 and the four month period ended July 31, 2008 of Booz Allen Hamilton, Inc. (Predecessor). These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Booz Allen Hamilton Holding Corporation at March 31, 2009 and 2010, and the consolidated results of its operations and its cash flows for the eight months ended March 31, 2009 and the year ended March 31, 2010 in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the Predecessor financial statements referred to above present fairly, in all material respects, the consolidated results of operations and cash flows of Booz Allen Hamilton, Inc. for the year ended March 31, 2008 and the four month period ended July 31, 2008 in conformity with U.S. generally accepted accounting principles.

As discussed in Note 2 to the financial statements, the Company and the Predecessor changed their method of revenue recognition.

/s/ Ernst & Young LLP
McLean, Virginia
June 18, 2010

BOOZ ALLEN HAMILTON HOLDING CORPORATION

CONSOLIDATED BALANCE SHEETS

	March 31, 2009 (As adjusted)	March 31, 2010	June 30, 2010 (Unaudited)
	(In thousands, except share and per share data)		
ASSETS			
Current assets:			
Cash and cash equivalents	$ 420,902	$ 307,835	$ 300,611
Accounts receivable, net of allowance	925,925	1,018,311	994,926
Prepaid expenses	32,696	32,546	39,554
Other current assets	53,370	11,476	8,642
Total current assets	1,432,893	1,370,168	1,343,733
Property and equipment, net	142,543	136,648	140,635
Accounts receivable	13,051	17,072	17,446
Deferred income taxes	99,378	53,204	36,143
Intangible assets, net	309,477	268,880	261,722
Goodwill	1,141,615	1,163,129	1,161,745
Other long-term assets	43,292	53,122	53,838
Total assets	$ 3,182,249	$3,062,223	$ 3,015,262
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current liabilities:			
Current portion of long-term debt	$ 15,225	$ 21,850	$ 21,850
Accounts payable and other accrued expenses	243,831	354,097	342,708
Accrued compensation and benefits	344,409	385,145	305,404
Deferred revenue	18,186	9,996	10,317
Deferred income taxes	21,934	14,832	14,832
Total current liabilities	643,585	785,920	695,111
Long-term debt, net of current portion	1,220,502	1,546,782	1,542,063
Income tax reserve	99,394	100,178	101,195
Deferred payment obligation	108,969	20,028	21,028
Postretirement obligation	39,809	50,464	51,800
Other long-term liabilities	9,647	49,268	51,389
Total liabilities	2,121,906	2,552,640	2,462,586
Commitments and contingencies (Note 20)			
Stockholders' equity:			
Common stock, Class A — $0.01 par value — authorized, 16,000,000 shares; issued and outstanding, 10,131,687 shares at March 31, 2009, 10,292,290 shares at March 31, 2010, and 10,266,161 shares at June 30, 2010	101	103	103
Non-voting common stock, Class B — $0.01 par value — authorized, 16,000,000 shares; issued and outstanding, 235,020 shares at March 31, 2009, 235,020 shares at March 31, 2010, and 305,313 shares at June 30, 2010	2	2	3
Restricted common stock, Class C — $0.01 par value — authorized, 600,000 shares; issued and outstanding, 202,827 shares at March 31, 2009, 202,827 shares at March 31, 2010, and 202,827 shares at June 30, 2010	2	2	2
Special voting common stock, Class E — $0.03 par value — authorized, 2,500,000 shares; issued and outstanding, 1,480,288 shares at March 31, 2009, 1,334,588 shares at March 31, 2010, and 1,404,881 shares at June 30, 2010	45	40	42
Additional paid-in capital	1,098,278	526,618	541,457
(Accumulated deficit) Retained earnings	(38,783)	(13,364)	14,805
Accumulated other comprehensive income (loss)	698	(3,818)	(3,736)
Total stockholders' equity	1,060,343	509,583	552,676
Total liabilities and stockholders' equity	$ 3,182,249	$3,062,223	$ 3,015,262

The accompanying notes are an integral part of these Consolidated Financial Statements.

BOOZ ALLEN HAMILTON HOLDING CORPORATION

CONSOLIDATED STATEMENTS OF OPERATIONS

	Predecessor		The Company			
	Fiscal Year Ended March 31, 2008 (As adjusted)	Four Months Ended July 31, 2008 (As adjusted)	Eight Months Ended March 31, 2009 (As adjusted)	Fiscal Year Ended March 31, 2010	Three Months Ended June 30, 2009 (As adjusted) (Unaudited)	Three Months Ended June 30, 2010 (Unaudited)
	(In thousands, except per share data)					
Revenue	$3,625,055	$ 1,409,943	$2,941,275	$5,122,633	$ 1,229,459	$ 1,341,929
Operating costs and expenses:						
Cost of revenue	2,028,848	722,986	1,566,763	2,654,143	638,690	677,095
Billable expenses	935,459	401,387	756,933	1,361,229	329,681	356,286
General and administrative expenses	474,188	726,929	505,226	811,944	184,734	200,419
Depreciation and amortization	33,079	11,930	79,665	95,763	24,003	19,384
Total operating costs and expenses	3,471,574	1,863,232	2,908,587	4,923,079	1,177,108	1,253,184
Operating income (loss)	153,481	(453,289)	32,688	199,554	52,351	88,745
Interest income	2,442	734	4,578	1,466	515	312
Interest expense	(2,319)	(1,044)	(98,068)	(150,734)	(36,371)	(40,353)
Other expense, net	(1,931)	(54)	(128)	(1,292)	(523)	(619)
Income (loss) from continuing operations before income taxes	151,673	(453,653)	(60,930)	48,994	15,972	48,085
Income tax expense (benefit) from continuing operations	62,693	(56,109)	(22,147)	23,575	7,547	19,916
Income (loss) from continuing operations	88,980	(397,544)	(38,783)	25,419	8,425	28,169
Loss from discontinued operations, net of tax	(71,106)	(848,371)	—	—	—	—
Net income (loss)	$ 17,874	$(1,245,915)	$ (38,783)	$ 25,419	$ 8,425	$ 28,169
Earnings (loss) from continuing operations per common share (Note 3):						
Basic	$ 50.64	$ (181.28)	$ (3.67)	$ 2.39	$ 0.80	$ 2.62
Diluted	$ 43.33	$ (181.28)	$ (3.67)	$ 2.19	$ 0.76	$ 2.33
Earnings (loss) per common share (Note 3):						
Basic	$ 10.17	$ (568.13)	$ (3.67)	$ 2.39	$ 0.80	$ 2.62
Diluted	$ 8.70	$ (568.13)	$ (3.67)	$ 2.19	$ 0.76	$ 2.33

The accompanying notes are an integral part of these Consolidated Financial Statements.

BOOZ ALLEN HAMILTON HOLDING CORPORATION

CONSOLIDATED STATEMENTS OF CASH FLOWS

	Predecessor		The Company			
	Fiscal Year Ended March 31, 2008	Four Months Ended July 31, 2008	Eight Months Ended March 31, 2009	Fiscal Year Ended March 31, 2010	Three Months Ended June 30, 2009	Three Months Ended June 30, 2010
	(As adjusted)	(As adjusted)	(As adjusted)		(As adjusted) (Unaudited)	(Unaudited)
	(In thousands)					
Cash flows from operating activities						
Net income (loss)	$ 17,874	$ (1,245,915)	$ (38,783)	$ 25,419	$ 8,425	$ 28,169
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:						
Loss from discontinued operations, net of taxes	71,106	848,371	—	—	—	—
Depreciation and amortization	33,079	11,930	79,665	95,763	24,003	19,384
Amortization of debt issuance costs	—	—	3,106	5,700	1,219	1,913
Amortization of original issuance discount on debt	—	—	1,480	2,505	575	744
Excess tax benefit from the exercise of stock options	—	—	—	(1,915)	—	(552)
Stock-based compensation expense	35,013	511,653	62,059	71,897	24,812	15,660
Loss on disposition of property and equipment	—	—	166	—	—	—
Deferred income taxes	(39,988)	(54,236)	(22,147)	19,837	6,255	17,585
Changes in assets and liabilities, net of effect of business combination:						
Accounts receivable, net	(181,365)	(19,765)	(33,675)	(92,386)	(69,174)	23,385
Income taxes receivable / payable	(35,934)	(70,781)	21,303	(14,429)	1,243	1,437
Prepaid expenses	(6,236)	(4,717)	(26,030)	150	(3,286)	(7,008)
Other current assets	(1,859)	(327)	(6,491)	15,672	2,798	2,570
Other long-term assets	2,627	280	—	(3,742)	(133)	(3,003)
Accrued compensation and benefits	(7,913)	(44,050)	99,094	33,760	(57,693)	(88,764)
Accounts payable and accrued expenses	72,654	57,054	7,186	110,265	(592)	(12,534)
Accrued interest	—	—	10,604	(10,633)	3,947	2,039
Income tax reserve	73,036	(7,220)	1,177	2,483	(239)	(22)
Deferred revenue	2,716	(4,036)	10,499	(8,190)	(6,648)	321
Postretirement obligation	(4,630)	21,793	1,849	6,139	1,015	1,418
Other long-term liabilities	13,611	(26,582)	9,647	12,189	1,762	7,269
Net cash provided by (used in) operating activities of continuing operations	43,791	(26,548)	180,709	270,484	(61,711)	10,011
Net cash provided by (used in) operating activities of discontinued operations	115,650	(160,368)	—	—	—	—
Net cash provided by (used in) operating activities	159,441	(186,916)	180,709	270,484	(61,711)	10,011
Cash flows from investing activities						
Purchases of property and equipment	(35,179)	(9,314)	(36,835)	(49,271)	(6,568)	(16,213)
Cash paid in merger transaction, net of cash acquired	—	—	(1,623,683)	—	—	—
Investment in discontinued operations	(3,348)	(153,662)	—	—	—	—
Escrow payments	—	—	—	38,280	—	1,384
Net cash used in investing activities of continuing operations	(38,527)	(162,976)	(1,660,518)	(10,991)	(6,568)	(14,829)
Net cash (used in) provided by investing activities of discontinued operations	(68,516)	58,323	—	—	—	—
Net cash used in investing activities	(107,043)	(104,653)	(1,660,518)	(10,991)	(6,568)	(14,829)
Cash flows from financing activities						
Proceeds from issuance of common stock	18,891	—	956,500	—	—	1,002
Cash dividends paid	—	—	—	(612,401)	—	—
Redemption of common stock and Class B common stock	(15,543)	(16,422)		—	—	—
Repayment of debt	(4,761)	—	(251,050)	(16,100)	(3,025)	(5,463)
Proceeds from debt	—	227,534	1,240,300	346,500	—	—
Debt issuance costs	—	—	(45,039)	(15,808)	—	—
Payment of deferred payment obligation	—	—	—	(78,000)	—	—
Excess tax benefits from the exercise of stock options	—	—	—	1,915	—	552
Stock option exercises	—	—	—	1,334	—	1,503
Net cash (used in) provided by financing activities of continuing operations	(1,413)	211,112	1,900,711	(372,560)	(3,025)	(2,406)
Net cash (used in) provided by financing activities of discontinued operations	(5,908)	128,712	—	—	—	—
Net cash (used in) provided by financing activities	(7,321)	339,824	1,900,711	(372,560)	(3,025)	(2,406)
Net increase (decrease) in cash and cash equivalents of continuing operations	3,851	21,588	420,902	(113,067)	(71,304)	(7,224)
Cash and cash equivalents — beginning of period	3,272	7,123	—	420,902	420,902	307,835
Cash and cash equivalents — end of period	$ 7,123	$ 28,711	$ 420,902	$ 307,835	$ 349,598	$ 300,611
Supplemental disclosures of cash flow information						
Cash paid during the period for:						
Interest	$ 1,448	$ 720	$ 82,879	$ 126,744	$ 30,393	$ 35,444
Income taxes	$ 19,841	$ 42,336	$ 34	$ 5,474	$ 464	$ 215

The accompanying notes are an integral part of these Consolidated Financial Statements.

BOOZ ALLEN HAMILTON HOLDING CORPORATION

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY — PREDECESSOR

	Predecessor					
	Redeemable Common Stock	Stock Subscription Receivable	Additional Paid-In Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity
	(In thousands, except share data)					
Balance at March 31, 2007	$ 242,963	$ —	$ —	$ 16,024	$ (15,800)	$ 243,187
Revenue recognition — cumulative effect of change in accounting principle	—	—	—	28,881	—	28,881
Balance at March 31, 2007 *(as adjusted)*	242,963	—	—	44,905	(15,800)	272,068
Net income *(as adjusted)*	—	—	—	17,874	—	17,874
Issuance of redeemable common stock	42,831	—	—	—	—	42,831
Cash dividends	—	—	—	(217)	—	(217)
Redemption of common stock	(15,543)	—	—	—	—	(15,543)
Stock compensation expenses	17,216	—	—	—	—	17,216
Mark to put value for redeemable shares	178	—	—	(178)	—	—
Change in accounting principle for the adoption of ASC 740-10	—	—	—	—	(10,081)	(10,081)
Decrease in minimum pension liability, net of tax of $10,500	—	—	—	—	15,800	15,800
Change in accounting principle for the adoption of ASC 715, net of tax of $17,922	—	—	—	—	(26,883)	(26,883)
Balance at March 31, 2008 *(as adjusted)*	287,645	—	—	62,384	(36,964)	313,065
Net loss *(as adjusted)*	—	—	—	(1,245,915)	—	(1,245,915)
Reclassification of liability for share-based payments for shares held over six months	5,479	—	—	—	—	5,479
Dividends declared	—	—	—	(52)	—	(52)
Redemption of redeemable common stock	(16,422)	—	—	—	—	(16,422)
Redemption of common stock marked to redemption value in stock-based compensation	854,494	—	—	—	—	854,494
Redemption of common stock marked to redemption value in equity	180,985	—	—	(180,985)	—	—
Unrealized loss on benefit plan, net of income taxes	—	—	—	—	(846)	(846)
Receivable from shareholders for exercise of stock rights of Booz Allen Hamilton Inc.	—	(87,007)	—	—	—	(87,007)
Distribution of Booz & Company, Inc. common stock to shareholders of Booz Allen Hamilton, Inc.	—	—	—	(134,874)	22,252	(112,622)
Balance at July 31, 2008 *(as adjusted)*	$ 1,312,181	$ (87,007)	$ —	$ (1,499,442)	$ (15,558)	$ (289,826)

The accompanying notes are an integral part of these Consolidated Financial Statements.

BOOZ ALLEN HAMILTON HOLDING CORPORATION

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY — THE COMPANY

	The Company											
	Class A Common Stock		Class B Non-Voting Common Stock		Class C Restricted Common Stock		Class E Special Voting Common Stock		Additional Paid-In Capital	(Accumulated Deficit) Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount				
	(In thousands, except share data)											
Balance at August 1, 2008	—	$ —	—	$ —	—	$ —	—	$ —	$ —	$ —	$ —	$ —
Exchange of rollover equity	564,187	6	235,020	2	202,827	2	1,480,288	45	79,814	—	—	79,869
Issuance of common stock	9,567,500	95	—	—	—	—	—	—	956,405	—	—	956,500
Net loss	—	—	—	—	—	—	—	—	—	(38,783)	—	(38,783)
Actuarial gain related to employee benefits, net of taxes	—	—	—	—	—	—	—	—	—	—	698	698
Comprehensive loss												(38,085)
Stock compensation expense	—	—	—	—	—	—	—	—	62,059	—	—	62,059
Balance at March 31, 2009	10,131,687	101	235,020	2	202,827	2	1,480,288	45	1,098,278	(38,783)	698	1,060,343
Issuance of common stock	1,907	—	—	—	—	—	—	—	—	—	—	—
Stock options exercised	158,696	2	—	—	—	—	(145,700)	(5)	1,337	—	—	1,334
Recognition of liability related to future stock option exercises (Note 17)	—	—	—	—	—	—	—	—	(34,408)	—	—	(34,408)
Net income	—	—	—	—	—	—	—	—	—	25,419	—	25,419
Actuarial loss related to employee benefits, net of taxes	—	—	—	—	—	—	—	—	—	—	(4,516)	(4,516)
Comprehensive income												20,903
Stock compensation expense	—	—	—	—	—	—	—	—	71,897	—		71,897
Dividends paid (Notes 1 and 17)	—	—	—	—	—	—	—	—	(612,401)	—		(612,401)
Excess tax benefits from exercise of stock options	—	—	—	—	—	—	—	—	1,915	—	—	1,915
Balance at March 31, 2010	10,292,290	$ 103	235,020	$ 2	202,827	$ 2	1,334,588	$ 40	$ 526,618	$ (13,364)	$ (3,818)	$ 509,583
Issuance of common stock	8,983	—	—	—	—	—	70,293	2	1,000	—	—	1,002
Stock options exercised	35,181	1	—	—	—	—	—	—	1,502	—	—	1,503
Excess tax benefits from exercise of stock options	—	—	—	—	—	—	—	—	552	—	—	552
Share exchange	(70,293)	(1)	70,293	1	—	—	—	—	—	—	—	—
Recognition of liability related to future stock option exercises (Note 17)	—	—	—	—	—	—	—	—	(3,875)	—	—	(3,875)
Net income	—	—	—	—	—	—	—	—	—	28,169	—	28,169
Actuarial gain related to employee benefits, net of taxes	—	—	—	—	—	—	—	—	—	—	82	82
Comprehensive income												28,251
Stock compensation expense	—	—	—	—	—	—	—	—	15,660	—	—	15,660
Balance at June 30, 2010 (unaudited)	10,266,161	$ 103	305,313	$ 3	202,827	$ 2	1,404,881	$ 42	$ 541,457	$ 14,805	$ (3,736)	$ 552,676

The accompanying notes are an integral part of these Consolidated Financial Statements.

1. OVERVIEW

Our Business

Booz Allen Hamilton Holding Corporation, including its wholly owned subsidiaries ("Holding" or the "Company"), is an affiliate of The Carlyle Group ("Carlyle") and was incorporated in Delaware in May 2008. The Company and its subsidiaries provide management and technology consulting services primarily to the U.S. government and its agencies in the defense, intelligence, and civil markets. The Company offers clients functional knowledge spanning strategy and organization, analytics, technology and operations, which it combines with specialized expertise in clients' mission and domain areas to help solve critical problems. The Company reports operating results and financial data in one operating segment. The Company is headquartered in McLean, Virginia, with approximately 23,300 employees as of March 31, 2010.

Spin-off and Merger Transactions

On July 31, 2008, pursuant to a merger agreement (the "Merger Agreement"), the then-existing shareholders of Booz Allen Hamilton, Inc. completed the spin-off of the commercial business to the commercial partners. Effective August 1, 2008, Holding acquired the outstanding common stock of Booz Allen Hamilton, Inc., which consisted of the U.S. government consulting business, through the merger of Booz Allen Hamilton, Inc. with a wholly-owned subsidiary of Holding (the "Merger Transaction" or the "Acquisition"). The Company acquired Booz Allen Hamilton, Inc. for total consideration of $1,828.0 million. As discussed in Note 4, the acquisition consideration was allocated to the acquired net assets, identified intangibles of $353.8 million, and goodwill of $1,163.1 million. Prior to the Merger Transaction, Booz Allen Hamilton, Inc. is referred to as the Predecessor for accounting purposes. The Predecessor's consolidated financial statements have been presented for fiscal 2008 and the four months ended July 31, 2008. The consolidated financial statements of Holding subsequent to the Merger Transaction, which is referred to as the Company, have been presented from August 1, 2008 through March 31, 2009, for fiscal 2010 and for the three months ended June 30, 2009 and 2010. From May through July 2008, Holding had no operations. As a result, the Company is presented as commencing on August 1, 2008.

In connection with the Acquisition, the Company issued certain shares of its common stock in exchange for shares of the Predecessor. The Officers' Rollover Stock Plan (the "Rollover Plan") was adopted as a mechanism to enable the exchange of a portion of previous equity interests in the Predecessor for equity interests in Holding. Common Stock owned by the Predecessor's U.S. government consulting partners were exchanged for Class A Common Stock of Holding, while common stock owned by a limited number of the Predecessor's commercial consulting partners were exchanged for Class B Non-Voting Common Stock of Holding. Fully vested shares of the Predecessor were exchanged for vested shares of the Company, with a fair value of $79.7 million. This amount was included as a component of the total acquisition consideration. The Company also exchanged restricted shares and options for previously issued and outstanding stock rights of the Predecessor held by the Predecessor's U.S. government consulting partners. The Predecessor's commercial consulting partners exercised their previously outstanding stock rights and received cash for the underlying shares surrendered. Based on the vesting terms of the Company's newly issued Class C Restricted Common Stock and the new options granted under the Rollover Plan, the fair value of the issued awards of $147.4 million is being recognized as compensation expense by the Company subsequent to the Acquisition, as discussed further in Note 17.

In connection with the Merger Transaction, the Company entered into a senior secured credit agreement (the "Senior Secured Agreement") and a mezzanine credit agreement (the "Mezzanine Credit Agreement") for a total amount of $1,240.3 million. The total debt proceeds received by the Company at Closing were net of debt issuance costs of $45.0 million and original issue discount on the debt of $19.7 million. Prior to the Merger Transaction, the Predecessor had an outstanding line of credit of $245.0 million. The Company paid

off the Predecessor's line of credit with proceeds from the financing. In addition to the debt used to finance the Company's acquisition of Booz Allen Hamilton, Inc., Carlyle, along with a consortium of other investors, provided $956.5 million in cash in exchange for equity interests in the Company.

Recapitalization Transaction and Repricing

On December 11, 2009, the Company consummated a recapitalization transaction (the "Recapitalization Transaction"), which included amendments of the Senior Secured Agreement to include a new term loan ("Tranche C") with $350.0 million of principal, and the Mezzanine Credit Agreement primarily to allow for the recapitalization and payment of a special dividend. This special dividend was declared by the Company's Board of Directors on December 7, 2009, to be paid to holders of record as of December 8, 2009. Net proceeds from Tranche C of $341.3 million less transaction costs of $13.2 million, along with cash on hand of $321.9 million, were used to fund a partial payment of the Company's deferred payment obligation ("DPO") in the amount of $100.4 million, and a dividend payment of $46.42 per share, or $497.5 million, which was paid on all issued and outstanding shares of Holding's Class A Common Stock, Class B Non-Voting Common Stock, and Class C Restricted Common Stock. As required by the Officers' Rollover Stock Plan and the Equity Incentive Plan, the exercise price per share of each outstanding option was reduced. Because the reduction in per share value exceeded the exercise price for certain of the options granted under the Officers' Rollover Stock Plan, the exercise price for those options was reduced to the $0.01 par value of the shares issuable on exercise, and the holders became entitled to receive a cash payment equal to the excess of the reduction in per share value over the reduction in exercise price to the par value. The difference between one cent and the reduced value for shares vested and not yet exercised of approximately $54.4 million will be paid in cash upon exercise of the options. As of March 31, 2010, the Company reported $27.4 million in other long-term liabilities and $7.0 million in accrued compensation and benefits in the consolidated balance sheets for the portion of stock-based compensation recognized as of March 31, 2010, which is reflective of the options vested with an exercise price of one cent. Transaction fees incurred in connection with the Recapitalization Transaction were approximately $22.4 million, of which approximately $15.8 million were deferred financing costs and will be amortized over the lives of the loans. Refer to Note 10 for further discussion of the DPO, Note 11 for further discussion of the amended credit agreements, Note 12 for further discussion of the accounting for deferred financing costs, and Note 17 for further discussion of the December 2009 dividend and associated future cash payments as related to stock options.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries, and have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP"). All intercompany balances and transactions are eliminated in consolidation.

The operating results of the global commercial business that was spun off by the Predecessor effective July 31, 2008 have been presented as discontinued operations in the Predecessor's consolidated financial statements and the related notes included in these financial statements. These operations and cash flows are clearly distinguished from the continuing business, the operations have been disposed of, and there was no continuing involvement in the operations after August 1, 2008.

The statement of cash flows for the year ended March 31, 2008 reflects the reclassification of certain amounts resulting in an increase of $3.3 million in net cash used in financing activities of continuing operations and a corresponding decrease in net cash used in investing activities of continuing operations.

The Company's fiscal year ends on March 31 and unless otherwise noted, references to fiscal year or fiscal are for fiscal years ended March 31. The accompanying audited financial statements present the

financial position of the Company as of March 31, 2009 and 2010, the Company's results of operations for the eight months ended March 31, 2009 and fiscal 2010, and the Predecessor's results of operations for fiscal 2008 and four months ended July 31, 2008.

Unaudited Interim Financial Information

The accompanying unaudited interim consolidated balance sheet as of June 30, 2010, the consolidated statements of operations and cash flows for the three months ended June 30, 2009 and 2010, and the consolidated statement of stockholders' equity for the three months ended June 30, 2010 are unaudited. These unaudited interim consolidated financial statements have been prepared in accordance with GAAP. In the opinion of the Company's management, the unaudited interim consolidated financial statements have been prepared on the same basis as the audited consolidated financial statements and include all adjustments necessary for the fair presentation of the Company's statement of financial position, results of operations, and its cash flows for the three months ended June 30, 2009 and 2010. The results for the three months ended June 30, 2010 are not necessarily indicative of the results to be expected for the year ending March 31, 2011. All references to June 30, 2010 or to the three months ended June 30, 2009 and 2010 in the notes to the consolidated financial statements are unaudited.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting periods. Areas of the financial statements where estimates may have the most significant effect include allowance for doubtful accounts, contractual and regulatory reserves, lives of tangible and intangible assets, impairment of long-lived and other assets, realization of deferred tax assets, accrued liabilities, revenue recognition, bonus and other incentive compensation, stock-based compensation, provisions for income taxes, and postretirement obligations. Actual results experienced by the Company may differ materially from management's estimates.

Change in Accounting Principle

In fiscal 2010, the Company and the Predecessor changed their methodology of recognizing revenue for all U.S. government contracts to apply the accounting guidance of Financial Accounting Standards Board ("FASB") Accounting Standards Codification™ ("ASC" or "the Codification") Subtopic 605-35, as directed by ASC Topic 912, which permits revenue recognition on a percentage-of-completion basis. Previously, the Company applied this guidance only to contracts related to the construction or development of tangible assets. For contracts not related to those activities, the Company had applied the general revenue recognition guidance of Staff Accounting Bulletin ("SAB") Topic 13, *Revenue Recognition*. Upon contract completion, both methods yield the same results, but the Company believes that the application of contract accounting under ASC 605-35 to contracts not related to the construction or development of tangible assets is preferable to the application of contract accounting under SAB Topic 13 based on the fact that the percentage-of-completion model utilized under ASC 605-35 is a recognized accounting model, that better reflects the economics of a U.S. government contract during the contract performance period. The only material financial statement impact of the revenue recognition change was the recognition of award fees over the performance period. The Company concluded that this change is appropriate as the award fees earned by the Company are estimable based on historical information and management's monitoring of fees earned and is reflective of the economics of such contracts.

All prior periods presented have been retrospectively adjusted to apply the new method of accounting. The cumulative effect of this change represents the difference between the amount of retained earnings at the beginning of the period of change and the amount of retained earnings that would have been reported at the date if the new accounting principle had been applied retroactively for all prior periods. The cumulative effect of the change in accounting principle on periods prior to those presented of $28.9 million has been reflected as an adjustment to the opening balance of retained earnings, net of tax, as of April 1, 2007.

The table below presents the impact of the change in this accounting principle on accounts receivable, net, accounts payable and other accrued expenses, revenue, net earnings (loss), and net earnings (loss) per share as if the change had been in place throughout all periods presented (in thousands, except per share data):

	Predecessor		The Company		
	Fiscal Year Ended March 31, 2008	Four Months Ended July 31, 2008	Eight Months Ended March 31, 2009	Fiscal Year Ended March 31, 2010	Three Months Ended June 30, 2009
Impact of change in application of accounting principle applied retrospectively:					
Accounts receivable, net	$ 842,593	$ 876,280	$ 883,311	$ 980,095	$ 952,244
Impact of change in revenue recognition	55,175	41,253	42,614	38,216	42,855
Accounts receivable, net, as adjusted	$ 897,768	$ 917,533	$ 925,925	$ 1,018,311	$ 995,099
Accounts payable and other accrued expenses	$ 187,096	$ 244,024	$ 234,412	$ 344,678	$ 231,609
Impact of change in revenue recognition	9,443	8,813	9,419	9,419	11,632
Accounts payable and other accrued expenses, as adjusted	$ 196,539	$ 252,837	$ 243,831	$ 354,097	$ 243,241
Revenue	$ 3,625,951	$ 1,423,865	$ 2,912,610	$ 5,121,895	$ 1,225,612
Impact of change in revenue recognition	(896)	(13,922)	28,665	738	3,847
Revenue, as adjusted	$ 3,625,055	$ 1,409,943	$ 2,941,275	$ 5,122,633	$ 1,229,459
Net earnings (loss) from continuing operations	$ 90,175	$ (389,497)	$ (55,770)	$ 24,681	$ 6,791
Impact of change in revenue recognition	(1,195)	(8,047)	16,987	738	1,634
Net earnings (loss) from continuing operations, as adjusted	$ 88,980	$ (397,544)	$ (38,783)	$ 25,419	$ 8,425
Net earnings (loss)	$ 19,069	$ (1,237,868)	$ (55,770)	$ 24,681	$ 6,791
Impact of change in revenue recognition	(1,195)	(8,047)	16,987	738	1,634
Net earnings (loss), as adjusted	$ 17,874	$ (1,245,915)	$ (38,783)	$ 25,419	$ 8,425
Net earnings (loss) from continuing operations per share:					
Basic	$ 51.32	$ (177.61)	$ (5.28)	$ 2.32	$ 0.64
Diluted	$ 43.92	$ (177.61)	$ (5.28)	$ 2.12	$ 0.61
Impact of change in revenue recognition per share:					
Basic	$ (0.68)	$ (3.67)	$ 1.61	$ 0.07	$ 0.16
Diluted	$ (0.59)	$ (3.67)	$ 1.61	$ 0.07	$ 0.15
Net earnings (loss) from continuing operations per share, as adjusted:					
Basic	$ 50.64	$ (181.28)	$ (3.67)	$ 2.39	$ 0.80
Diluted	$ 43.33	$ (181.28)	$ (3.67)	$ 2.19	$ 0.76
Net earnings (loss) per share:					
Basic	$ 10.85	$ (564.46)	$ (5.28)	$ 2.32	$ 0.64
Diluted	$ 9.29	$ (564.46)	$ (5.28)	$ 2.12	$ 0.61
Impact of change in revenue recognition per share:					
Basic	$ (0.68)	$ (3.67)	$ 1.61	$ 0.07	$ 0.16
Diluted	$ (0.59)	$ (3.67)	$ 1.61	$ 0.07	$ 0.15
Net earnings (loss) per share, as adjusted:					
Basic	$ 10.17	$ (568.13)	$ (3.67)	$ 2.39	$ 0.80
Diluted	$ 8.70	$ (568.13)	$ (3.67)	$ 2.19	$ 0.76

Revenue Recognition

The majority of the Company's revenue is derived from services and solutions provided to the U.S. government and its agencies, primarily by the Company's employees and, to a lesser extent, subcontractors. The Company generates its revenue from the following types of contractual arrangements: cost-plus-fee contracts, time-and-materials contracts, and fixed-price contracts.

Revenue on cost-plus-fee contracts is recognized as services are performed, generally based on the allowable costs incurred during the period plus any recognizable earned fee. The Company considers fixed fees under cost-plus-fee contracts to be earned in proportion to the allowable costs incurred in performance of the contract. For cost-plus-fee contracts that include performance-based fee incentives, which are principally award fee arrangements, the Company recognizes income when such fees are probable and estimable. Estimates of the total fee to be earned are made based on contract provisions, prior experience with similar contracts or clients, and management's monitoring of the performance on such contracts. Contract costs, including indirect expenses, are subject to audit by the Defense Contract Audit Agency and, accordingly, are subject to possible cost disallowances.

Revenue for time-and-materials contracts is recognized as services are performed, generally on the basis of contract allowable labor hours worked multiplied by the contract-defined billing rates, plus allowable direct costs and indirect cost burdens associated with materials used in and other direct expenses incurred in connection with the performance of the contract.

Revenue on fixed-price completion contracts is recognized using percentage-of-completion based on actual costs incurred relative to total estimated costs for the contract. These estimated costs are updated during the term of the contract, and may result in revision by the Company of recognized revenue and estimated costs in the period in which they are identified. Profits on fixed-price contracts result from the difference between incurred costs and revenue earned.

Contract accounting requires significant judgment relative to assessing risks, estimating contract revenue and costs, and making assumptions for schedule and technical issues. Due to the size and nature of many of the Company's contracts, developing total revenue and cost at completion requires the use of estimates. Contract costs include direct labor and billable expenses, as well as an allocation of allowable indirect costs. Billable expenses is comprised of subcontracting costs and other "out of pocket" costs that often include, but are not limited to, travel-related costs and telecommunications charges. The Company recognizes revenue and billable expenses from these transactions on a gross basis. Assumptions regarding the length of time to complete the contract also include expected increases in wages and prices for materials. Estimates of total contract revenue and costs are monitored during the term of the contract and are subject to revision as the contract progresses. Anticipated losses on contracts are recognized in the period they are deemed probable and can be reasonably estimated.

The Company's contracts may include the delivery of a combination of one or more of the Company's service offerings. In these situations, the Company determines whether such arrangements with multiple elements should be treated as separate units of accounting, with revenue allocated to each element of the arrangement based on the fair value of each element.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and highly liquid investments having an original maturity of three months or less. The Company's investments consist primarily of institutional money market funds and U.S. Treasury securities. The Company's investments are carried at cost, which approximates fair value. The Company maintains its cash and cash equivalents in bank accounts that, at times, exceed the federally insured limits. The Company has not experienced any losses in such accounts.

Valuation of Accounts Receivable

The Company maintains allowances for doubtful accounts against certain billed receivables based upon the latest information regarding whether invoices are ultimately collectible. Assessing the collectability of customer receivables requires management judgment. The Company determines its allowance for doubtful accounts by specifically analyzing individual accounts receivable, historical bad debts, customer credit-worthiness, current economic conditions, and accounts receivable aging trends. Valuation reserves are periodically re-evaluated and adjusted as more information about the ultimate collectability of accounts receivable becomes available. Upon determination that a receivable is uncollectible, the receivable balance and any associated reserve are written off.

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash equivalents and accounts receivable. The Company's cash equivalents are generally invested in U.S. government insured money market funds and Treasury bills. The Company believes that credit risk, with respect to accounts receivable, are limited as they are primarily U.S. government receivables.

As of March 31, 2009, March 31, 2010, and June 30, 2010, the Company had no derivative financial instruments.

Property and Equipment

Property and equipment are stated at cost, and the balances are presented net of depreciation. The cost of software purchased or internally developed is capitalized. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets. Furniture and equipment is depreciated over five to ten years, computer equipment is depreciated over three years, and software purchased or developed for internal use is depreciated over one to three years. Leasehold improvements are amortized over the shorter of the useful life of the asset or the lease term. Maintenance and repairs are charged to expense as incurred.

Goodwill

Goodwill is the amount by which the cost of acquired net assets in a business acquisition exceeds the fair value of net identifiable assets on the date of purchase. The Company assesses goodwill for impairment on at least an annual basis on January 1, and whenever impairment indicators are present in events or changes in circumstances indicate that the carrying value of the asset may not be recoverable. The Company defines its reporting unit as its operating segment. The Company considers itself to be a single reporting segment, as discussed in Note 21, and operating unit structure given that the Company is managed and operated as one business. There were no impairment charges for the eight months ended March 31, 2009 or fiscal 2010.

Intangible Assets

Intangible assets consist of trade name, contract backlog, and favorable lease terms. Trade name is not amortized, but is tested annually for impairment. Contract backlog is amortized over the expected backlog life based on projected future cash flows of approximately nine years. Favorable lease terms are amortized over the remaining contractual terms of approximately five years.

Valuation of Long-Lived Assets

The Company reviews its long-lived assets, including property and equipment and intangible assets with finite lives, for impairment whenever events or changes in circumstances indicate that the carrying amounts of the assets may not be fully recoverable or that the useful lives are no longer appropriate. If the total of the expected undiscounted future net cash flows expected to result from the use and eventual disposition of the

asset is less than its carrying amount, a loss is recorded for the amount required to reduce the carrying amount to fair value. There were no impairment charges for the eight months ended March 31, 2009, or fiscal 2010.

Foreign Currency Transactions

Foreign currency gains (losses) are reported as a component of other expense, net in the accompanying consolidated statements of operations. For fiscal 2008, four months ended July 31, 2008, eight months ended March 31, 2009, and fiscal 2010, net exchange (losses) gains were approximately $(529,000), $(53,000) , $49,000, and $(105,000), respectively.

Income Taxes

Deferred tax assets and liabilities are recorded to recognize the expected future tax benefits or costs of events that have been, or will be, reported in different years for financial statement purposes than for tax purposes. Deferred tax assets and liabilities are computed based on the difference between the financial statement and tax basis of assets and liabilities using enacted tax rates and laws for the years in which these items are expected to reverse. If management determines that a deferred tax asset is not “more likely than not” to be realized, an offsetting valuation allowance is recorded, reducing income and the deferred tax asset in that period. Management records valuation allowances primarily based on an assessment of historical earnings and future taxable income that incorporates prudent, feasible tax-planning strategies. The Company assesses deferred tax assets on an individual jurisdiction basis. The Company reviews tax laws, regulations, and related guidance on an ongoing basis in order to properly record any uncertain tax liabilities.

Comprehensive Income

Comprehensive income is the change in equity of a business enterprise during a period from transactions and other events and circumstances from nonowner sources. Comprehensive income is presented in the consolidated statements of stockholders’ equity. Accumulated other comprehensive income as of March 31, 2009, March 31, 2010 and June 30, 2010, consisted of unrealized gains (losses) on the Company’s defined and postretirement benefit plans.

Stock-Based Compensation

Share-based payments to employees are recognized in the consolidated statements of operations based on their grant date fair values with the expense being recognized over the requisite service period. The Company uses the Black-Scholes model to determine the fair value of its awards at the time of the grant.

Redeemable Common Stock

Prior to the Merger Transaction, the Predecessor had Redeemable Common Stock. Shares of Redeemable Common Stock issued upon exercise of rights granted prior to April 1, 2006 were marked to the redemption amount at the end of each reporting period with changes recorded in stock-based compensation expense. For shares of Redeemable Common Stock issued upon exercise of rights granted on or after April 1, 2006, the Redeemable Common Stock was marked to the redemption amount through stock-based compensation expense until such shares had been outstanding for six months. After such time, changes in the redemption amount were recorded as a component of stockholders’ equity.

Defined Benefit Plan and Other Postretirement Benefits

The Company recognizes the underfunded status of pension and other postretirement benefit plans on the consolidated balance sheets. Gains and losses, prior service costs and credits, and any remaining transition amounts that have not yet been recognized through net periodic benefit cost will be recognized in

accumulated other comprehensive income, net of tax effects, until they are amortized as a component of net periodic cost. The measurement date, the date at which the benefit obligation and plan assets are measured, is the Company's fiscal year end.

Self-Funded Medical Plans

The Company maintains self-funded medical insurance. Self-funded plans include a health maintenance organization, preferred provider organization, point of service, qualified point of service, and traditional choice. Further, self-funded plans also include prescription drug benefits. The Company records an incurred but unpaid claim liability in the accrued compensation and benefits line of the consolidated balance sheets for self-funded plans based on an external actuarial valuation.

Estimates are calculated as the midpoint of reasonable ranges. Primary data that drives this estimate is based on claims and enrollment data received provided by a third party valuation firm for medical and pharmacy related costs. These reports detail claims paid and incurred through one month prior to the quarter end.

Deferred Compensation Plan

The Company accounts for its deferred compensation plan on an accrual basis, in accordance with the terms of the underlying contract. To the extent the terms of the contract attribute all or a portion of the expected future benefit to an individual year of the employee's service, the cost of the benefits are recognized in that year. Therefore, the Company estimates that the cost of any and all future benefits that are expected to be paid as a result of the deferred compensation and expenses the present value of those costs in the year as services are provided.

Fair Value Measurements

The accounting standard for fair value measurements defines fair value, establishes a market-based framework or hierarchy for measuring fair value, and expands disclosures about fair value measurements. The standard establishes a three-tier value hierarchy, which prioritizes the inputs used in measuring fair value as follows: observable inputs such as quoted prices in active markets ("Level 1"); inputs other than the quoted prices in active markets that are observable either directly or indirectly ("Level 2"); and observable inputs in which there is little or no market data, which requires the Company to develop its own assumptions ("Level 3").

New Accounting Pronouncements

During the fiscal year ended March 31, 2010, the Company adopted the following accounting pronouncements, none of which had a material impact on the Company's present or historical consolidated financial statements:

During June 2009, the FASB approved the Codification as the single source of authoritative nongovernmental U.S. generally accepted accounting principles. The Codification reorganizes thousands of pronouncements into roughly 90 accounting topics and displays the topics using a consistent structure. All existing accounting standard documents are superseded, and all other accounting literature not included in the Codification is considered nonauthoritative. The Codification became effective for interim and annual periods ending after September 15, 2009. The Codification did not have a material impact on the Company's results of operations or financial position.

During December 2007, the FASB issued ASC 805, *Business Combinations*, which the Company adopted effective January 1, 2009. This guidance replaced existing guidance and significantly changed accounting and reporting relative to business combinations in consolidated financial statements, including

requirements to recognize acquisition-related transaction costs and post acquisition restructuring costs in the results of operations as incurred. There was not a material impact to the Company's consolidated financial statements upon adoption of this standard. Any future business combinations will be presented in accordance with ASC 805, but the nature and magnitude of the specific effects will depend on the nature, terms and size of the acquisitions. Additionally, ASC 805 changes the accounting for uncertain tax positions that are settled subsequent to adoption, but relate to preacquisition tax contingencies that existed prior to the adoption of ASC 805. To the extent that the Company's established tax contingencies are realized at an amount greater or less than the contingency recorded, this adoption could materially impact the Company's results of operations.

During June 2009, the FASB issued ASC 855, *Subsequent Events*, which the Company adopted effective June 30, 2009. This guidance establishes general standards of accounting for, and disclosures of, events that occur after the balance sheet date but before the financial statements are issued. During February 2010, the FASB amended the evaluation and disclosure requirements for subsequent events for companies that are not required to file with the U.S. Securities and Exchange Commission. The Company adopted the amended subsequent event requirements effective March 31, 2010. There was no material impact to the Company's consolidated financial statements upon adoption of the original or amended standard.

In October 2009, the FASB issued Accounting Standards Update No. 2009-13, *Multiple-Deliverable Revenue Arrangements*, which amends ASC 605, *Revenue Recognition.* The guidance relates to the determination of when the individual deliverables included in a multiple-element arrangement may be treated as separate units of accounting and modifies the manner in which the transaction consideration is allocated across the individual deliverables, thereby affecting the timing of revenue recognition. The guidance also expands the disclosure requirements for revenue arrangements with multiple deliverables. The guidance will be effective beginning on April 1, 2011, and may be applied retrospectively for all periods presented or prospectively to arrangements entered into or materially modified after the adoption date. Early adoption is permitted provided that the guidance is retroactively applied to the beginning of the year of adoption. The Company is currently assessing the potential effect, if any, on its consolidated financial statements.

3. EARNINGS PER SHARE

The Company computes basic and diluted per share amounts based on net income (loss) for the periods presented. The Company uses the weighted average number of common shares outstanding during the period to calculate basic earnings (loss) per share. Diluted EPS is computed similar to basic EPS, except the weighted average number of shares outstanding is increased to include the dilutive effect of outstanding common stock options and other stock-based awards.

The Company currently has outstanding shares of Class A Common Stock, Class B Non-Voting Common Stock, Class C Restricted Common Stock, and Class E Special Voting Common Stock. Class E shares are not included in the calculation of EPS as these shares represent voting rights only and are not entitled to participate in dividends or other distributions.

A reconciliation of the income (loss) used to compute basic and diluted EPS for the periods presented are as follows (in thousands, except share and per share amounts):

	Predecessor		The Company			
	Fiscal Year Ended March 31, 2008	Four Months Ended July 31, 2008	Eight Months Ended March 31, 2009	Fiscal Year Ended March 31, 2010	Three Months Ended June 30, 2009	Three Months Ended June 30, 2010
Earnings (loss) from continuing operations for basic and diluted computations	$ 88,980	$ (397,544)	$ (38,783)	$ 25,419	$ 8,425	$ 28,169
Earnings (loss) for basic and diluted computations	17,874	(1,245,915)	(38,783)	25,419	8,425	28,169
Weighted-average Class A Common Stock outstanding	1,757,000	2,193,000	10,131,687	10,209,918	10,132,071	10,274,748
Weighted-average Class B Non-Voting Common Stock outstanding	—	—	235,020	235,020	235,020	266,690
Weighted-average Class C Restricted Common Stock outstanding	—	—	202,827	202,827	202,827	202,827
Total weighted-average common shares outstanding for basic computations	1,757,000	2,193,000	10,569,534	10,647,765	10,569,918	10,744,265
Dilutive stock options and restricted stock	296,338	—	—	975,073	585,834	1,351,297
Average number of common shares outstanding for diluted computations	2,053,338	2,193,000	10,569,534	11,622,838	11,155,752	12,095,562
Earnings (loss) from continuing operations per common share						
Basic	$ 50.64	$ (181.28)	$ (3.67)	$ 2.39	$ 0.80	$ 2.62
Diluted	$ 43.33	$ (181.28)	$ (3.67)	$ 2.19	$ 0.76	$ 2.33
Earnings (loss) per common share						
Basic	$ 10.17	$ (568.13)	$ (3.67)	$ 2.39	$ 0.80	$ 2.62
Diluted	$ 8.70	$ (568.13)	$ (3.67)	$ 2.19	$ 0.76	$ 2.33

4. BUSINESS COMBINATION

The Company acquired the outstanding common stock of Booz Allen Hamilton, Inc. effective August 1, 2008. The purchase price was $1,828.0 million as of March 31, 2010. Pursuant to the Merger Agreement, spin-off, indemnification and working capital escrow accounts in the amounts of $15.0 million, $25.0 million, and $50.0 million, respectively, were established for a period of one year from the date of the closing or until all outstanding claims made against the escrow accounts are resolved, whichever is later. As of March 31, 2010, payments in the aggregate amount of $52.5 million were made out of the escrow accounts, of which $13.0 million has been released to selling shareholders.

In connection with the Merger Transaction, the Company established a DPO of $158.0 million, of which $78.0 million was set aside to be paid in full to the selling shareholders. As discussed in Note 10, on December 11, 2009, in connection with the Recapitalization Transaction, $100.4 million was paid to the selling shareholders, of which $78.0 million was the repayment of that portion of the DPO, with approximately $22.4 million representing accrued interest. The DPO also was established for additional consideration for the selling shareholders of up to $80.0 million plus accrued interest, payable by the tenth

anniversary of the July 31, 2008 Merger Transaction closing date, and following favorable settlement of any indemnified pre-acquisition contingency claims made against the DPO. As of March 31, 2009 and 2010, $59.6 million and $62.4 million, respectively, may be indemnified under the DPO. As the indemnified claims are settled favorably, any amount remaining after settlement will be reflected as an increase in the DPO. An adjustment to the purchase price equal to the DPO adjustment will be recorded as additional consideration to be paid to the selling shareholders. As of March 31, 2009 and 2010, there were no significant settled claims and, accordingly, no adjustments to purchase price. Refer to note 10 for further discussion of the DPO.

As discussed in Note 1, the total purchase price was allocated to net tangible and identifiable intangible assets based on their estimated fair values as of the effective date of the acquisition. In allocating the purchase price, the Company considered, among other factors, its intention for future use of acquired assets, analysis of historical financial performance, and estimates of future performance of contracts. The components of intangible assets associated with the acquisition were contract backlog, favorable lease terms, and trade name, valued at $160.8 million, $2.8 million, and $190.2 million, respectively. Trade name, an indefinite lived intangible, represents the estimated fair value for all trade names and trademarks employed by the Company as of the closing date. Backlog consists of services that the Company is committed to fulfill according to the terms of its contracts and task orders. Favorable lease terms represent the differential between the payment terms of in-place leases and market lease rates. Backlog and favorable lease terms are amortized over nine and five years, respectively.

Purchase Price Allocation

The following table represents the purchase price allocation which includes the resolution of certain working capital, tax adjustments and purchase negotiation matters during fiscal 2010 (in thousands):

Current assets	$ 1,009,589
Property and equipment	141,219
Other noncurrent assets	40,289
Current liabilities	(489,611)
Notes payable, current and long-term	(245,000)
Other long-term liabilities	(145,417)
Net assets acquired	311,069
Definite-lived intangible assets acquired	163,600
Indefinite-lived intangible assets acquired	190,200
Goodwill	1,163,129
Total purchase price	$ 1,827,998

The following unaudited pro forma combined condensed statement of income sets forth the consolidated results of operations of the Company as if the above described acquisition had occurred at April 1, 2008. The unaudited pro forma information does not purport to be indicative of the actual results that would have occurred if the combination had occurred at this earlier date (in thousands, except per share amounts):

	Fiscal Year Ended March 31, 2009
Revenue	$4,351,218
Net loss	(49,441)
Loss per common share:	
Basic	$ (4.68)
Diluted	$ (4.68)

5. GOODWILL AND OTHER INTANGIBLE ASSETS

Goodwill

As of March 31, 2009, March 31, 2010, and June 30, 2010, goodwill was $1,141.6 million, $1,163.1 million, and $1,161.7 million, respectively. Goodwill, which is associated with the Merger Transaction, was primarily attributed to the employees of the Company, their presence in the marketplace, and the value paid for by companies that operate in the Company's industry (see Note 4). The change in the carrying amount of goodwill is attributable to the resolution of certain working capital, tax adjustments and purchase negotiation matters during fiscal 2010 and the three months ended June 30, 2010.

The Company performed an annual valuation of indefinite-lived intangible assets including goodwill as of January 1, 2010, noting no impairment. Goodwill was assessed for the Company's one reporting unit utilizing a two-step methodology. The first step requires the Company to estimate the fair value of its reporting unit and compare it to the carrying value. If the carrying value of a reporting unit were to exceed its fair value, the goodwill of that reporting unit would be potentially impaired, and the Company would proceed to step two of the impairment analysis. In step two of the impairment analysis, the Company would measure and record an impairment loss equal to the excess of the carrying value of the reporting unit's goodwill over its implied fair value should such a circumstance arise. The outcome of the first step of the Company's test indicated that there was no potential impairment, and therefore the second step of the test was not required. The trademark was evaluated as an indefinite life intangible asset prior to the testing of goodwill. At January 1, 2010, the fair value of the Company's goodwill and trademark each exceeded their carrying value. There were no additional events or changes that indicated any impairment as of March 31, 2010.

Other Intangible Assets

The following tables set forth information for intangible assets (in thousands):

	As of March 31, 2009			As of March 31, 2010			As of June 30, 2010		
	Gross Carrying Value	Accumulated Amortization	Net Carrying Value	Gross Carrying Value	Accumulated Amortization	Net Carrying Value	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
Amortized Intangible Assets									
Contract backlog	$160,800	$43,613	$117,187	$160,800	$83,405	$ 77,395	$160,800	$90,379	$ 70,421
Favorable leases	2,800	710	2,090	2,800	1,515	1,285	2,800	1,699	1,101
Total	$163,600	$44,323	$119,277	$163,600	$84,920	$ 78,680	$163,600	$92,078	$ 71,522
Unamortized Intangible Assets									
Trade name	$190,200	$ —	$190,200	$190,200	$ —	$190,200	$190,200	$ —	$190,200
Total	$353,800	$44,323	$309,477	$353,800	$84,920	$268,880	$353,800	$92,078	$261,722

As a result of the Merger Transaction, amortization expense for the eight months ended March 31, 2009 and fiscal 2010, was $44.3 million and $40.6 million, respectively. Amortization expense for the three months ended June 30, 2009 and 2010 was $10.1 million and $7.2 million, respectively. There were no intangible

assets prior to the Merger Transaction. The following table summarizes the estimated annual amortization expense for future periods indicated below (in thousands):

For the Fiscal Year Ending March 31,	
2011	$28,645
2012	16,364
2013	12,549
2014	8,450
2015	4,225
Thereafter	8,447
	$78,680

The Company reviews its long-lived assets, including property and equipment and intangible assets, for impairment whenever events or changes in circumstances indicate that the carrying amounts of the assets may not be fully recoverable. If the total of the expected undiscounted future net cash flows is less than the carrying amount of the asset, a loss is recognized for the difference between the fair value and carrying amount of the asset. There were no impairment charges for the eight months ended March 31, 2009 or fiscal 2010.

6. ACCOUNTS RECEIVABLE

Accounts receivable, net consisted of the following (in thousands):

	March 31,		June 30,
	2009	2010	2010 (Unaudited)
Accounts receivable — billed	$ 460,215	$ 437,256	$ 453,362
Accounts receivable — unbilled	467,358	583,182	543,755
Allowance for doubtful accounts	(1,648)	(2,127)	(2,191)
Accounts receivable, net, current	925,925	1,018,311	994,926
Long-term unbilled receivables related to retainage and holdbacks	13,051	17,072	17,446
Total accounts receivable, net	$ 938,976	$ 1,035,383	$ 1,012,372

The Company recognized a provision for doubtful accounts of $7.1 million, $1.0 million, $2.1 million, and $1.4 million for fiscal 2008, four months ended July 31, 2008, eight months ended March 31, 2009, and fiscal 2010, respectively. The Company recognized a provision for doubtful accounts of $77,000 for the three months ended June 30, 2010. Long-term unbilled receivables related to retainage, holdbacks, and long-term rate settlements to be billed at contract closeout are included in accounts receivable in the accompanying consolidated balance sheets.

7. PROPERTY AND EQUIPMENT

The components of property and equipment, net were as follows (in thousands):

	March 31,	
	2009	2010
Furniture and equipment	$ 66,748	$ 82,759
Computer equipment	34,077	43,824
Software	10,164	20,693
Leasehold improvements	66,883	79,501
Total	177,872	226,777
Less accumulated depreciation and amortization	(35,329)	(90,129)
Property and equipment, net	$142,543	$136,648

Property and equipment, net, includes $3.1 million and $12.1 million of internally developed software, net of depreciation as of March 31, 2009 and 2010, respectively. Depreciation and amortization expense relating to property and equipment for fiscal 2008, four months ended July 31, 2008, eight months ended March 31, 2009, and fiscal 2010, was $33.1 million, $11.9 million, $35.3 million, and $55.2 million, respectively.

8. ACCOUNTS PAYABLE AND OTHER ACCRUED EXPENSES

Accounts payable and other accrued expenses consist of the following (in thousands):

	March 31,		June 30,
	2009	2010	2010 (Unaudited)
Vendor payables	$ 184,394	$257,418	$ 235,084
Accrued expenses	56,774	93,317	102,242
Other	2,663	3,362	5,382
Total accounts payable and other accrued expenses	$ 243,831	$354,097	$ 342,708

9. ACCRUED COMPENSATION AND BENEFITS

Accrued compensation and benefits consist of the following (in thousands):

	March 31,		June 30,
	2009	2010	2010 (Unaudited)
Bonus	$ 135,566	$146,035	$ 33,557
Retirement	74,614	89,200	107,794
Vacation	104,249	119,912	125,028
Other	29,980	29,998	39,025
Total accrued compensation and benefits	$ 344,409	$385,145	$ 305,404

10. DEFERRED PAYMENT OBLIGATION

In connection with the Merger Transaction, on July 31, 2008 (the “Closing Date”) the Company established a DPO of $158.0 million, payable by the tenth anniversary of the Closing Date, less any settled claims. Pursuant to the Merger Agreement, $78.0 million of the $158.0 million DPO was required to be paid in full to the selling shareholders. On December 11, 2009, in connection with the Recapitalization

Transaction, $100.4 million was paid to the selling shareholders, of which $78.0 million was the repayment of that portion of the DPO, with approximately $22.4 million representing accrued interest.

The remaining $80.0 million is available to indemnify the Company for certain pre-acquisition tax contingencies, related interest and penalties and other matters pursuant to the Merger Agreement. Any amounts remaining after the settlement of claims will be paid out to the selling shareholders. As of March 31, 2009 and 2010, the Company has recorded $99.4 million and $100.2 million, respectively, for pre-acquisition uncertain tax positions, of which approximately $59.6 million and $62.4 million, respectively, may be indemnified under the remaining available DPO. In addition, other tax contingencies not currently recorded on the Company's consolidated balance sheets may arise and may be indemnified by any remaining DPO. Accordingly, the $109.0 million and $20.0 million DPO balance recorded as of March 31, 2009 and 2010, respectively, includes the residual balance to be paid to the selling shareholders based on consideration of contingent tax claims and accrued interest. Interest is accrued at a rate of 5.0% per six-month period on the total remaining $158.0 million and $80.0 million DPO, net of any settled claims or payments as of March 31, 2009 and 2010, respectively. As of March 31, 2009 and 2010, there have been no significant settled claims or payments from the DPO related to indemnified claims.

11. DEBT

Long-term debt, net of discount, consists of the following (in thousands):

	March 31,		June 30,
	2009	2010	2010 (Unaudited)
Senior secured credit agreement:			
Tranche A	$ 119,708	$ 110,829	$ 107,830
Tranche B	571,260	566,811	565,709
Tranche C	—	345,790	345,054
	690,968	1,023,430	1,018,593
Unsecured credit agreement:			
Mezzanine Term Loan	544,759	545,202	545,320
Total	1,235,727	1,568,632	1,563,913
Current portion of long-term debt	(15,225)	(21,850)	(21,850)
Long-term debt, net of current portion	$ 1,220,502	$ 1,546,782	$ 1,542,063

The Company maintains a Senior Secured Agreement and a Mezzanine Credit Agreement with a syndicate of lenders. In connection with the Recapitalization Transaction, the Senior Secured Agreement was amended and restated effective December 11, 2009, to add Tranche C term loans in the aggregate principal amount of $350.0 million and provide for an increase to the Company's revolving credit facility of $145.0 million. The Senior Secured Agreement, as amended, provides for $1,060.0 million in term loans ($125.0 million Tranche A, $585.0 million Tranche B, and $350.0 million Tranche C), and a $245.0 million revolving credit facility. In September 2008, a member of the syndicate of lenders filed for bankruptcy. Therefore, management believes that $21.3 million of the $245.0 million revolving credit facility under the Senior Secured Agreement will not be available to the Company.

The Senior Secured Agreement requires scheduled principal payments in equal consecutive quarterly installments of the stated principal amount of Tranche A, which commenced on December 31, 2008, with incremental increases prior to the Tranche A maturity date of July 31, 2014. As of March 31, 2009 and 2010, the quarterly installment amount is 1.25% and 2.5% of the stated principal amount of Tranche A, respectively. The Senior Secured Agreement also requires scheduled principal payments in equal consecutive quarterly

installments of 0.25% of the stated principal amount of Tranche B, which commenced on December 31, 2008, and 0.25% of the stated principal amount of Tranche C, which commenced on March 31, 2010. The remaining balances thereof on Tranche B and Tranche C are payable on their maturity date of July 31, 2015. The revolving credit facility matures on July 31, 2014, at which time any remaining principal balance is due in full.

At the Company's option, the interest rate on loans under the Senior Secured Agreement may be based on the Eurocurrency rate or alternate base rate ("ABR"). Subject to a pricing grid, the applicable interest rate margins on Tranche A are 3.75% with respect to Eurocurrency loans, or 2.75% with respect to ABR loans, as defined in the Senior Secured Agreement. The applicable interest rate margins on Tranche B are 4.5% with respect to Eurocurrency Loans, or 3.5% with respect to ABR loans, as defined in the Senior Secured Agreement. The Tranche B interest rate may not be lower than 7.5% on either a Eurocurrency Loan or an ABR loan. The applicable interest rate margins on Tranche C are 4.0% with respect to Eurocurrency Loans, or 3.0% with respect to ABR loans, as defined in the Senior Secured Agreement. The Tranche C interest rate may not be lower than 6.0% on either a Eurocurrency Loan or an ABR loan.

As of March 31, 2009, interest accrued at a rate of 4.2% and 7.5% for Tranches A and B, respectively. Interest payments in the amounts of $4.9 million and $29.5 million were made for Tranches A and B, respectively, during the eight months ended March 31, 2009. As of March 31, 2010, interest accrued at a rate of 4.0%, 7.5%, and 6.0% for Tranches A, B, and C, respectively. Interest payments in the amounts of $4.9 million, $44.1 million, and $5.3 million were made for Tranches A, B, and C, respectively, during fiscal 2010. Interest payments in the amounts of $1.1 million, $10.9 million, and $5.3 million were made for Tranches A, B, and C, respectively, during the three months ended June 30, 2010. The applicable interest rate margins on the revolving credit facility are 3.75% with respect to Eurocurrency Loans, or 2.75% with respect to ABR loans, as defined in the Senior Secured Agreement. The revolving credit facility margin and commitment fee are subject to the pricing grid, as defined in the Senior Secured Agreement. As of March 31, 2009, March 31, 2010, and June 30, 2010, no amounts have been drawn on the revolving credit facility.

The Mezzanine Credit Agreement provides for a $550.0 million term loan (the "Mezzanine Term Loan"). The Mezzanine Term Loan does not require scheduled principal payment installments, but reaches maturity on July 31, 2016, at which time the remaining principal balance is due in full. Optional prepayment of the Mezzanine Term Loan requires a prepayment fee equal to 3.0% of the principal amount prepaid if paid on or after the second anniversary but before the third anniversary of the original July 31, 2008 closing date, 2.0% if paid on or after the third anniversary but before the fourth anniversary of the closing date, and a mandatory 1.0% if paid on or after the fourth anniversary of the closing date. The Company records the mandatory 1% payment as additional interest expense over the life of the Mezzanine Term Loan on the consolidated statements of operations. Prepayments made before the second anniversary of closing date are subject to additional premiums and penalties based on the present value of the debt and remaining interest payments at the time of such prepayment. The applicable fixed interest rate on the Mezzanine Term Loan is 13.0%, with the option that, in lieu of interest payment in cash, up to 2.0% of that amount would be added to the then outstanding aggregate principal balance. The Company made interest payments in the amount of $48.3 million and $72.5 million during the eight months ended 2009, and fiscal 2010, respectively. The Company made interest payments in the amount of $18.1 million and $18.1 million during the three months ended June 30, 2009 and 2010, respectively.

The total outstanding debt balance is recorded in the accompanying consolidated balance sheets, net of unamortized discount of $18.2 million and $19.2 million as of March 31, 2009 and 2010, respectively.

The following tables summarizes required future debt principal repayments (in thousands):

	Payments Due By March 31,						
	Total	2011	2012	2013	2014	2015	Thereafter
Tranche A	112,500	$12,500	$15,625	$21,875	$62,500	$ —	$ —
Tranche B	576,225	5,850	5,850	5,850	5,850	5,850	546,975
Tranche C	349,125	3,500	3,500	3,500	3,500	3,500	331,625
Mezzanine Term Loan	550,000	—	—	—	—	—	550,000
Total	$1,587,850	$21,850	$24,975	$31,225	$71,850	$9,350	$1,428,600

At March 31, 2009 and 2010, the Company was contingently liable under open standby letters of credit and bank guarantees issued by the Company's banks in favor of third parties. These letters of credit and bank guarantees primarily relate to leases and support of insurance obligations that total $1.4 million. These instruments reduce the Company's available borrowings under the revolving credit facility.

The loans under the Senior Secured Agreement are secured by substantially all of the Company's assets. The Senior Secured Agreement requires the maintenance of certain financial and non-financial covenants. The Mezzanine Term Loan is unsecured, and the Mezzanine Credit Agreement requires the maintenance of certain financial and non-financial covenants. As of March 31, 2009, March 31, 2010, and June 30, 2010, the Company was in compliance with all of its covenants.

12. DEFERRED FINANCING COSTS

Costs incurred in connection with securing the loans under the Senior Secured Agreement as well as the Mezzanine Credit Agreement in 2008 were $45.0 million, which is recorded as other long-term assets and will be amortized over the life of the loan. Costs incurred in connection with the Recapitalization Transaction, including amending the Senior Secured Agreement and Mezzanine Credit Agreement, were approximately $18.9 million. Of this amount, approximately $15.8 million was recorded as other long-term assets in the consolidated balance sheets and will be amortized and reflected in interest expense in the consolidated statements of operations over the lives of the loans. Amortization of these costs will be accelerated to the extent that any prepayment is made on the term loans. The remaining amount of approximately $3.1 million was recorded as general and administrative expense in the consolidated statement of operations for fiscal 2010.

At March 31, 2009 and 2010, the unamortized debt issuance costs of $41.9 million and $52.0 million, respectively, were reflected as other long-term assets in the consolidated balance sheets. During the eight months ended March 31, 2009 and fiscal 2010, $3.1 million and $5.7 million of costs, respectively, were amortized and reflected in interest expense in the consolidated statements of operations.

13. INCOME TAXES

The components of income tax expense (benefit) were as follows (in thousands):

	Predecessor		The Company			
	Fiscal Year Ended March 31, 2008	Four Months Ended July 31, 2008	Eight Months Ended March 31, 2009	Fiscal Year Ended March 31, 2010	Three Months Ended June 30, 2009 (Unaudited)	Three Months Ended June 30, 2010 (Unaudited)
Current:						
U.S. Federal	$ 93,374	$ (1,414)	$ —	$ 2,664	$ 676	$ 1,851
State and local	9,307	(459)	—	1,074	616	480
Total current	102,681	(1,873)	—	3,738	1,292	2,331
Deferred:						
U.S. Federal	(37,566)	(44,996)	(16,133)	18,004	5,386	15,709
State and local	(2,422)	(9,240)	(6,014)	1,833	869	1,876
Total deferred	(39,988)	(54,236)	(22,147)	19,837	6,255	17,585
Total	$ 62,693	$ (56,109)	$ (22,147)	$ 23,575	$ 7,547	$ 19,916

A reconciliation between income tax computed at the U.S. federal statutory income tax rate to income tax expense (benefit) from continuing operations follows (in thousands):

	Predecessor		The Company	
	Fiscal Year Ended March 31, 2008	Four Months Ended July 31, 2008	Eight Months Ended March 31, 2009	Fiscal Year Ended March 31, 2010
Income tax expense (benefit) computed at U.S. statutory rate (35)%	$ 53,086	$ (158,779)	$ (21,326)	$ 17,148
Increases (reductions) in taxes due to:				
State income taxes, net of the federal tax benefit	8,541	(6,889)	(2,651)	2,913
Meals and entertainment	738	—	1,321	2,552
Nondeductible stock-based compensation	—	97,048	—	—
Other	328	12,511	509	962
Income tax expense (benefit) from continuing operations	$ 62,693	$ (56,109)	$ (22,147)	$ 23,575

Significant components of the Company's net deferred income tax asset were as follows (in thousands):

	March 31,	
	2009	2010
Deferred income tax assets:		
Accrued expenses	$ 21,677	$ 36,655
Stock-based compensation	26,148	47,461
Pension and postretirement insurance	15,503	844
Property and equipment	11,087	28,728
Net operating loss carryforwards	243,430	141,472
Capital loss carryforward	10,056	42,379
AMT	—	3,091
Other	640	8,960
Total gross deferred income taxes	328,541	309,590
Less valuation allowance	(10,056)	(42,379)
Total net deferred income tax assets	318,485	267,211
Deferred income tax liabilities:		
Unbilled receivables	116,687	122,733
Intangible assets	122,845	106,106
Other	1,509	—
Total deferred tax liabilities	241,041	228,839
Net deferred income tax asset	$ 77,444	$ 38,372

Deferred tax balances reflect the impact of temporary differences between the carrying amount of assets and liabilities and their tax basis and are stated at the tax rates expected to be in effect when taxes are actually paid or recovered. A valuation allowance is provided against deferred tax assets when it is more likely than not that some or all of the deferred tax asset will not be realized. In determining if our deferred tax assets are realizable, we consider the Company's history of generating taxable earnings, forecasted future taxable income, as well as any tax planning strategies. The Company recorded a valuation allowance of $10.1 million and $42.4 million as of March 31, 2009 and 2010, respectively, against deferred tax assets associated with the capital loss carryforward. For all other deferred tax assets, the Company believes it is more likely than not that the results of future operations will generate sufficient taxable income to realize these deferred tax assets.

At March 31, 2009 and 2010, the Company has approximately $608.2 million and $367.6 million, respectively, of net operating loss ("NOL") carryforwards, which will begin to expire in 2028. Section 382 of the Internal Revenue Code limits the use of a corporation's NOLs and certain other tax benefits following a change in ownership of the corporation. As discussed in Notes 1 and 4, Holding acquired the Predecessor in a nontaxable merger effective August 1, 2008. The transaction resulted in an ownership change, which subjects the NOL generated at July 31, 2008 to the limitation under Section 382.

The Patient Protection and Affordable Care Act and subsequent modifications made in the Health Care and Education Reconciliation Act of 2010 were signed into law in March 2010. Under the new legislation, companies will no longer be able to claim an income tax deduction related to the costs of prescription drug benefits provided to retirees and reimbursed under the Medicare Part D retiree drug subsidy. Although this tax change does not take effect until 2013, the Company is required to recognize the impact to the deferred taxes in the period in which the law is enacted. The impact to the Company is immaterial.

Uncertain Tax Positions

As of March 31, 2009 and 2010, the Company has recorded $99.4 million and $100.2 million, respectively, for pre-acquisition uncertain tax positions, of which approximately $59.6 million and $62.4 million, respectively, may be indemnified under the remaining available DPO. Refer to Note 10 for further explanation.

A reconciliation of the beginning and ending amount of total unrecognized tax benefits is as follows (in thousands):

	March 31,	
	2009	2010
Uncertain tax positions:		
Beginning of year	$86,690	$87,867
Increases related to prior-year tax positions	1,077	—
Increases related to current-year tax positions	100	—
Settlements	—	(1,885)
End of year	$87,867	$85,982

Included in the balance of unrecognized tax benefits at March 31, 2009 and 2010 are potential tax benefits of $87.9 million and $86.0 million, respectively, that, if recognized, would affect the effective tax rate.

The Company recognizes accrued interest and penalties related to unrecognized tax benefits in the income tax provision. Included in the total unrecognized tax benefit are accrued penalties and interest of $11.5 million and $14.2 million at March 31, 2009 and 2010, respectively.

The Company and its subsidiaries file a U.S. consolidated income tax return and file in various state and foreign jurisdictions. The Internal Revenue Service (“IRS”) is completing its examination of the Predecessor’s income tax returns, as assumed by the Company, for 2004, 2005, and 2006. As of March 31, 2010, the IRS has proposed certain significant adjustments to the Company’s claim on research credits. Management is currently appealing the proposed adjustments and does not anticipate that the adjustments will result in a material change to its financial position. Additionally, due to statute of limitations expirations and audit settlements, it is reasonably possible that approximately $18.5 million of currently remaining unrecognized tax positions, each of which are individually insignificant, may be effectively settled by March 31, 2011.

14. EMPLOYEE BENEFIT PLANS

Defined Contribution Plan

The Company sponsors the Employees’ Capital Accumulation Plan (“ECAP”), which is a qualified defined contribution plan that covers eligible U.S. and international employees. ECAP provides for distributions, subject to certain vesting provisions, to participants by reason of retirement, death, disability, or termination of employment. Total expense under ECAP for fiscal 2008, four months ended July 31, 2008, eight months ended March 31, 2009, and fiscal 2010, was $150.2 million, $53.3 million, $116.8 million, and $210.3 million, respectively, and the Company-paid contributions were $147.9 million, $32.9 million, $127.3 million, and $196.3 million, respectively. Total expense under ECAP for the three months ended June 30, 2009 and 2010 was $48.6 million and $56.3 million, respectively, and the Company-paid contributions were $29.4 million and $37.6 million, respectively.

Defined Benefit Plan and Other Postretirement Benefit Plans

The Company maintains and administers a defined benefit retirement plan and a postretirement medical plan for current, retired, and resigned officers.

The Company established a non-qualified defined benefit plan for all Officers in May 1995 (the "Retired Officers' Bonus Plan"), which pays a lump-sum amount of $10,000 per year of service as an Officer, provided the Officer meets retirement vesting requirements. The Company also provides a fixed annual allowance after retirement to cover financial counseling and other expenses. The Retired Officers' Bonus Plan is not salary related, but rather is based primarily on years of service.

In addition, the Company provides postretirement healthcare benefits to former or active Officers under a medical indemnity insurance plan, with premiums paid by the Company. This plan is referred to as the Officer Medical Plan.

The Company recognizes an asset or liability for a defined benefit plan's overfunded or underfunded status, measures a defined benefit plan's assets and its obligations that determine its funded status as of the end of the employer's fiscal year, and recognizes as a component of other comprehensive income the changes in a defined benefit plan's funded status that are not recognized as components of net periodic benefit cost.

The components of net postretirement medical expense for the Officer Medical Plan were as follows (in thousands):

	Predecessor		The Company			
	Fiscal Year Ended March 31, 2008	Four Months Ended July 31, 2008	Eight Months Ended March 31, 2009	Fiscal Year Ended March 31, 2010	Three Months Ended June 30, 2009 (Unaudited)	Three Months Ended June 30, 2010 (Unaudited)
Service cost	$1,894	$ 755	$2,325	$2,682	$ 670	$ 841
Interest cost	1,568	666	1,395	2,269	567	642
Total postretirement medical expense	$3,462	$1,421	$3,720	$4,951	$1,237	$1,483

The weighted-average assumptions used to determine the year-end benefit obligations are as follows:

	Predecessor			
	Officer Medical Plan		Retired Officers' Bonus Plan	
	Fiscal Year Ending March 31, 2008	Four Months Ending July 31, 2008	Fiscal Year Ending March 31, 2008	Four Months Ending July 31, 2008
Discount rate	6.25%	6.50%	6.25%	6.50%
Rate of increase in future compensation	N/A	N/A	N/A	N/A

	The Company			
	Officer Medical Plan		Retired Officers' Bonus Plan	
	March 31,		March 31,	
	2009	2010	2009	2010
Discount rate	6.50%	5.75%	6.50%	5.75%
Rate of increase in future compensation	N/A	N/A	N/A	N/A

Assumed healthcare cost trend rates for the Officer Medical Plan at March 31, 2008, 2009, and 2010, are as follows:

Pre-65 initial rate	2008	2009	2010
Healthcare cost trend rate assumed for next year	11.0%	7.5%	8.0%
Rate to which the cost trend rate is assumed to decline (the ultimate trend rate)	5.0%	5.0%	5.0%
Year that the rate reaches the ultimate trend rate	2013	2015	2017

Assumed healthcare cost trend rates have a significant effect on the amounts reported for the healthcare plans. A one-percentage-point change in assumed healthcare cost trend rates calculated as of March 31, 2010 would have the following effects (in thousands):

	1% Increase	1% Decrease
Effect on total of service and interest cost	$ 828	$ (676)
Effect on postretirement benefit obligation	$6,357	$(5,271)

Total pension expense, consisting of service and interest, associated with the Retired Officers' Bonus Plan was $900,000, $300,000, $800,000, and $800,000 for fiscal 2008, four months ended July 31, 2008, eight months ended March 31, 2009, and fiscal 2010, respectively. Benefits paid associated with the Retired Officers' Bonus Plan were $400,000, $400,000, $600,000, and $300,000 for fiscal 2008, four months ended July 31, 2008, eight months ended March 31, 2009, and fiscal 2010, respectively. The end-of-period benefit obligation of $4.2 million and $5.0 million as of March 31, 2009 and 2010, respectively, is included in postretirement obligation in the accompanying consolidated balance sheets.

Accumulated other comprehensive income as of March 31, 2009, includes unrecognized net actuarial gain of $1.1 million, net of taxes, and net actuarial loss of $400,000, net of taxes, that have not yet been recognized in net periodic pension cost for the Retired Officers' Bonus Plan and the Officer Medical Plan, respectively. Accumulated other comprehensive income as of March 31, 2010, includes unrecognized net actuarial loss of $3.8 million, net of taxes, that have not yet been recognized in net periodic pension cost for the Retired Officers' Bonus Plan and the Officer Medical Plan. A primary driver for the net actuarial loss of $3.8 million in fiscal 2010 was the change in the actuarial discount rate from 6.50% to 5.75%.

The changes in the benefit obligation, plan assets and funded status of the Officer Medical Plan were as follows (in thousands):

	Predecessor		The Company	
	Fiscal Year Ended March 31, 2008	Four Months Ended July 31, 2008	Eight Months Ended March 31, 2009	Fiscal Year Ended March 31, 2010
Benefit obligation, beginning of the year	$26,624	$32,605	$32,157	$35,577
Service cost	1,894	755	2,325	2,682
Interest cost	1,569	666	1,395	2,270
Actuarial (gain) loss	3,609	(1,518)	797	6,673
Benefits paid	(1,091)	(351)	(1,097)	(1,747)
Benefit obligation, end of the year	$32,605	$32,157	$35,577	$45,455
Changes in plan assets				
Fair value of plan assets, beginning of the year	$ —	$ —	$ —	$ —
Actual return on plan assets	—	—	—	—
Employer contributions	1,091	351	1,097	1,747
Benefits paid	(1,091)	(351)	(1,097)	(1,747)
Fair value of plan assets, end of the year	$ —	$ —	$ —	$ —

As of March 31, 2009 and 2010, the unfunded status of the Officer Medical Plan was $35.6 million and $45.5 million, respectively. As of June 30, 2010, the unfunded status of the Office Medical Plan was $46.6 million. There were no employer contributions or benefits paid during the three months ended June 30, 2010.

The postretirement benefit liability for the Officer Medical Plan is included in postretirement obligation in the accompanying consolidated balance sheets.

Funded Status for Defined Benefit Plans

Generally, annual contributions are made at such times and in amounts as required by law and may, from time to time, exceed minimum funding requirements. The Retired Officers' Bonus Plan is an unfunded plan and contributions are made as benefits are paid, for all periods presented. As of March 31, 2009 and 2010, there were no plan assets for the Retired Officers' Bonus Plan and therefore, the accumulated liability of $4.2 million and $5.0 million, respectively, is unfunded. The liability will be distributed in a lump-sum payment as each Officer retires.

The expected future medical benefits to be paid are as follows (in thousands):

For the Fiscal Year Ending March 31,	Officer Medical Plan Benefits
2012	$ 1,641
2013	1,870
2014	2,143
2015	2,398
2016	2,758
2017-2021	19,623

The Company's Officer Medical Plan provides prescription drug benefits to its plan participants. Under the Medicare Prescription Drug, Improvement and Modernization Act of 2003, the U.S. government makes subsidy payments to eligible employers to offset a portion of the cost incurred for prescription drug benefits provided to the employer's Medicare-eligible retired plan participants. The Company's expected future subsidy receipts are not material.

15. OTHER LONG-TERM LIABILITIES

Other long-term liabilities consist of the following (in thousands):

	March 31,	
	2009	2010
Deferred rent	$4,790	$10,255
Deferred compensation	4,770	11,289
Stock-based compensation	—	27,432
Other	87	292
Total other long-term liabilities	$9,647	$49,268

Deferred rent liabilities result from recording rent expense on a straight-line basis over the life of the respective lease and recording incentives for tenant improvements. The increase of $5.5 million as of March 31, 2010 as compared to March 31, 2009 was primarily for accrual of deferred rent on existing leases.

In fiscal 2010, the Company recorded a stock-based compensation liability of $34.4 million, including $7.0 million expected to be paid within one year, related to the reduction in stock option exercise price associated with the December 2009 dividend. Options vested and not yet exercised that would have had an exercise price below zero as a result of the dividend were reduced to one cent, with the remaining reduction to be paid in cash upon exercise of the options. Refer to Note 17 for further discussion of the December 2009 dividend.

The Company maintains a deferred compensation plan, the EPP, established in January 2009, for the benefit of certain employees. The EPP allows eligible participants to defer all or a portion of their annual performance bonus, reduced by amounts withheld for the payment of taxes or other deductions required by law. The Company makes no contributions to the EPP, but maintains participant accounts for deferred amounts and interest earned. The amounts deferred into the EPP will earn interest at a rate of return indexed to the results of the Company's growth as defined by the EPP. In each subsequent year, interest will be compounded on the total deferred balance. Employees must leave the money in the EPP until 2014. The deferred balance generally will be paid within 180 days of the final determination of the interest to be accrued for 2014, upon retirement, or termination. As of March 31, 2009 and 2010, the Company's liability associated with the EPP was $4.8 million and $11.3 million, respectively. Accrued amounts related to the EPP are included in other long-term liabilities on the accompanying consolidated balance sheets.

16. STOCKHOLDERS' EQUITY

Common Stock

As of March 31, 2009, March 31, 2010, and June 30, 2010, the Company has 16,000,000 shares of authorized Class A Common Stock, par value $0.01 per share, 16,000,000 shares of authorized Class B Non-Voting Common Stock, par value $0.01, 600,000 shares of authorized Class C Restricted Common Stock, par value $0.01, 600,000 shares of authorized Class D Merger Rolling Common Stock, par value $0.01, 2,500,000 shares of authorized Class E Special Voting Common Stock, par value $0.03, and 600,000 shares of authorized Class F Non-Voting Restricted Common Stock, par value $0.01 per share. The total number of shares of capital common stock the Company has the authority to issue is 36,300,000.

The Common Stock shares outstanding are as follows:

	March 31,		June 30
	2009	2010	2010
Class A Common Stock	10,131,687	10,292,290	10,266,161
Class B Non-Voting Common Stock	235,020	235,020	305,313
Class C Restricted Common Stock	202,827	202,827	202,827
Class E Special Voting Common Stock	1,480,288	1,334,588	1,404,881
Total shares outstanding	12,049,822	12,064,725	12,179,182

Holders of Class A Common Stock, Class C Restricted Common Stock, Class D Merger Rolling Common Stock, and Class E Special Voting Common Stock are entitled to one vote for each share as a holder. The holders of the Voting Common Stock shall vote together as a single class. The holders of Class B Non-Voting Common Stock and Class F Non-Voting Restricted Common Stock have no voting rights. During the three months ended June 30, 2010, 70,293 shares of Class A Common Stock held by an officer were exchanged for the equivalent number of shares of Class B Non-Voting Common Stock, and 70,293 shares of Class E Special Voting Common Stock were issued to a family trust of the same officer for an aggregate consideration of $2,109.

Class C Restricted Common Stock is restricted in that a holder's shares vest as set forth in the Officers' Rollover Stock Plan. Refer to Note 17 for further discussion of the Officers' Rollover Stock Plan.

Class E Special Voting Common Stock represents the voting rights that accompany the New Options program. The New Options program has a fixed vesting and exercise schedule to comply with IRS section 409(a). Upon exercise, the option will convert to Class A Common Stock, and the corresponding Class E Special Voting Common Stock will be repurchased by the Company and retired. Refer to Note 17 for further discussion of the New Options program.

Each share of Common Stock, except for Class E Special Voting Common Stock, is entitled to participate equally, when and if declared by the Board of Directors from time to time, such dividends and other distributions in cash, stock, or property from the Company's assets or funds become legally available for such purposes subject to any dividend preferences that may be attributable to preferred stock that may be authorized.

In May 2009, 1,907 shares of Class A Common Stock, with certain restrictions, were granted to certain unaffiliated Board members. These shares were restricted based on the unaffiliated Board members' continued service to the Company, and vested in equal installments on May 7, 2009, September 30, 2009, and March 31, 2010. As of March 31, 2010, these shares were fully vested. Such shares and related equity balances are included in the Company's Class A Common Stock. In April 2010, 1,173 shares of Class A Common Stock, with certain restrictions, were granted to certain unaffiliated Board members. These shares were restricted based on the unaffiliated Board members' continued service to the Company and will vest in equal installments on September 30, 2010, and March 31, 2011. As of June 30, 2010, these shares have not vested. Such shares and related equity balances are included in the Company's Class A Common Stock. Refer to Note 17 for further discussion of Class A Restricted Common Stock.

Preferred Stock

The Company is authorized to issue 600,000 shares of Preferred Stock, $0.01 par value per share, the terms and conditions of which are determined by the Board of Directors upon issuance. The rights, preferences and privileges of holders of common stock are subject to, and may be adversely affected by, the rights of holders of any shares of preferred stock that the Company may designate and issue in the future. At March 31, 2009 and March 31, 2010, there were no shares of preferred stock outstanding.

Predecessor Redeemable Common Stock

Prior to the Merger Transaction, the Predecessor's authorized capital stock as of March 31 and July 31, 2008, consisted of 5,000 shares of Common Stock, 5,000 shares of Class A Non-Voting Common Stock, 4,000 shares of Class B Common Stock, and 1,000 shares of Class B Non-Voting Common Stock. Each share of Common Stock and each share of the Class B Common Stock was entitled to one vote. Pursuant to the terms of the Predecessor's stock rights plan, shares of Common Stock and shares of Class A Non-Voting Common Stock were redeemable at the book value per share at the option of the holder.

17. STOCK-BASED COMPENSATION

Officers' Rollover Stock Plan

The Officers' Rollover Stock Plan (the "Rollover Plan") was adopted as a mechanism to enable the exchange by the Officers of the Company's U.S. government consulting business who were required to exchange (and those commercial officers who elected to exchange subject to an aggregate limit) a portion of their previous equity interests in the Predecessor for equity interests in the Company. Among the equity interests that were eligible for exchange were common stock and stock rights, both vested and unvested.

The stock rights that were unvested, but would have vested in 2008, were exchanged for 202,827 shares of new Class C Restricted Common Stock ("Class C Restricted Stock") issued by the Company at an estimated fair value of $100 at August 1, 2008. The aggregate grant date fair value of the Class C Restricted Stock issued of $20.3 million is being recorded as expense over the vesting period. Total compensation expense recorded in conjunction with this Class C Restricted Stock for the eight months ended March 31, 2009, and fiscal 2010, was $7.9 million and $7.1 million, respectively. Total compensation expense recorded in conjunction with this Class C Restricted Stock for the three months ended June 30, 2009, and 2010, was $2.7 million and $1.3 million, respectively. As of March 31, 2010 and June 30, 2010, unrecognized compensation cost related to the non-vested Class C Restricted Stock was $5.3 million and $4.0 million, respectively, and is expected to be recognized over 3.25 and 3.00 years, respectively. As of March 31, 2010 and June 30, 2010, 49,449 and 98,898 shares of Class C Restricted Stock had vested, respectively. At March 31, 2009, March 31, 2010, and June 30, 2010, 397,173 shares of Class C Restricted Stock were authorized but unissued under the Plan. Notwithstanding the foregoing, Class C Restricted Stock was intended to be issued only in connection with the exchange process described above.

In addition to the conversion of the stock rights that would have vested in 2008 to Class C Restricted Stock, new options ("New Options") were issued in exchange for old stock rights held by the Predecessor's U.S. government consulting partners that were issued under the stock rights plan that existed for the Predecessor's Officers prior to the closing of the Merger Transaction. The New Options were granted based on the retirement eligibility of the Officer. For the purposes of the New Options, there are two categories of Officers — retirement eligible and non-retirement eligible. New Options granted to retirement eligible Officers vest in equal annual installments on June 30, 2009, 2010, and 2011.

The following table summarizes the exercise schedule for Officers who were deemed retirement eligible. Exercise schedules are based on original vesting dates applicable to the stock rights surrendered:

	Percentage of New Options to be Exercised As of June 30,					
	2009	2010	2011	2012	2013	2014
Retirement Eligible						
Original vesting date of June 30, 2009	60%	20%	20%	—	—	—
Original vesting date of June 30, 2010	—	50%	20%	20%	10%	—
Original vesting date of June 30, 2011	—	—	20%	20%	30%	30%

Those individuals who were considered retirement eligible also were given the opportunity to make a one-time election to be treated as non-retirement eligible. The determination of retirement eligibility was made as of a fixed period of time and cannot be changed at a future date.

New Options granted to Officers who were categorized as non-retirement eligible will vest 50% on June 30, 2011, and 25% on June 30, 2012 and 2013.

The following table summarizes the exercise schedule for Officers who were deemed non-retirement eligible. Exercise schedules are based on original vesting dates applicable to the stock rights surrendered:

	Percentage of New Options to be Exercised As of June 30,				
	2011	2012	2013	2014	2015
Non-Retirement Eligible					
Original vesting date of June 30, 2011	20%	20%	20%	20%	20%
Original vesting date of June 30, 2012	—	25%	25%	25%	25%
Original vesting date of June 30, 2013	—	—	33%	33%	34%

If a holder's employment with the Company were to terminate without cause, by reason of disability, or Company approved termination, these shares will continue to vest as if the holder continued to be employed as a retirement eligible or non-retirement eligible employee, as the case may be. In the event that a holder's employment is terminated due to death, any unvested New Options shall immediately vest in full. In the event of a holder's termination of employment due to death, disability, or a Company approved termination, the Company may, in its sole discretion, convert all or a portion of unexercised New Options into the right to receive upon vesting and exercise, in lieu of Company Common Stock, a cash payment pursuant to a prescribed formula. The aggregate grant date fair value of the New Options issued of $127.1 million is being recorded as compensation expense over the vesting period. Total compensation expense recorded in conjunction with the New Options for the eight months ended March 31, 2009 and fiscal 2010, was $42.7 million and $42.2 million, respectively. Total compensation expense recorded in conjunction with the New Options for the three months ended June 30, 2009 and 2010, was $13.9 million and $8.2 million, respectively. As of March 31, 2010 and June 30, 2010, unrecognized compensation cost related to the non-vested New Options was $42.0 million and $33.9 million, which is expected to be recognized over 3.25 and 3.00 years, respectively.

Equity Incentive Plan

The Equity Incentive Plan ("EIP") was created in connection with the transaction for employees, directors, and consultants of Holding and its subsidiaries. The Company created a pool of options (the "EIP Options") to draw upon for future grants that would be governed by the EIP. All options under the EIP are exercisable, upon vesting, for shares of common stock of Holding. The first grant of options under the EIP occurred on November 19, 2008, which was for the grant of 1,190,000 non-qualified EIP Options. The estimated fair value of the common stock at the time of the first option grant was $100. A second grant of 142,000 non-qualified EIP Options occurred on May 7, 2009. The estimated fair value of the common stock at the time of the second option grant was $118.06. Grants of 47,000 and 14,000 non-qualified EIP Options were issued on January 27, 2010, and February 15, 2010, respectively. The estimated fair value of the common stock at the time of the third and fourth option grants was $114.93. A new grant of 170,000 non-qualified EIP options occurred on April 28, 2010.

Stock options are granted at the discretion of the Board of Directors or its Compensation Committee and expire ten years from the date of the grant. Options generally vest over a five-year period based upon required service and performance conditions. The Company calculates the pool of additional paid-in capital associated with excess tax benefits using the "simplified method."

The aggregate grant date fair value of the EIP Options issued during the eight months ended March 31, 2009, fiscal 2010, and the three months ended June 30, 2010 was $51.5 million, $10.6 million, and $9.7 million, respectively, and is being recorded as expense over the vesting period. Total compensation expense recorded in conjunction with all options outstanding under the EIP for the eight months ended March 31, 2009, and fiscal 2010, was $11.5 million and $22.4 million, respectively. Total compensation expense recorded in conjunction with all options outstanding under the EIP for the three months ended June 30, 2009 and 2010, was $8.1 million and $6.1 million, respectively. Future compensation cost related to the non-vested stock options not yet recognized in the consolidated statements of operations was $31.8 million, and is expected to be recognized over 5.00 years. As of March 31, 2010 and June 30, 2010, there were 763,360 and 593,360 options, respectively, available for future grant under the EIP.

Grants of Class A Restricted Common Stock

On May 7, 2009, the Compensation Committee of the Board of Directors granted Class A Common Stock with certain restrictions ("Class A Restricted Stock") to certain unaffiliated Board members for their continued service to the Company. A total of 1,907 shares of Class A Restricted Stock were issued on May 7, 2009. These shares will vest in equal installments on May 7, 2009, September 30, 2009, and March 31, 2010, and were issued with an aggregate grant date fair value of $225,000. Total compensation expense recorded in conjunction with this grant of Class A Restricted Stock for fiscal 2010 was $225,000. For fiscal 2010, 1,907 shares of Class A Restricted Stock vested. There were no additional shares authorized to be issued under the May 2009 Compensation Committee grant.

Predecessor Stock Plan

Prior to the Merger Transaction, the Predecessor's Officer Stock Rights Plan enabled officers to purchase shares of Class A Common Stock. The Board of Directors had sole discretion to establish the book value applicable to shares of common stock to be purchased by officers upon the exercise of their stock rights. Rights were granted in connection with the Class B Common Stock to purchase shares of Class A Common Stock, and vested one-tenth each year based on nine years of continuous service, with the first tenth vesting immediately. The exercise price for the first tenth was equal to the book value of the Predecessor's Class A Common Stock on the grant date, and for the remaining rights the exercise price was equal to 50% of the book value on the grant date. Rights not exercised upon vesting were forfeited. Rights also accelerated upon retirement, in which case the exercise price was equal to 100% of the grant date book value.

Effective July 30, 2008, the Predecessor modified the Officers' Stock Rights Plan to provide for accelerated vesting of stock rights in anticipation of a change in control of the Predecessor. All unvested stock rights were accelerated and vested with the exception of rights that would be exchanged for equity instruments in Holding after the Merger Transaction. Any stock rights that were due to vest in June 2008 were exercised at a price of 50% of the grant date book value and converted to Class A Common Stock on July 30, 2008. The remaining stock rights that were accelerated and vested were subsequently exercised at 100% of the grant date book value and converted to Class A Common Stock on July 30, 2008.

The Predecessor accounted for the rights granted under the Officers' Stock Rights Plan as liability awards, which are marked to intrinsic value for the life of the award, using an accelerated method, through stock compensation expense.

Stock compensation expense of $193.5 million related to the acceleration of stock rights, and $318.2 million related to the mark-up of redeemable common shares, was recorded during the four months ended July 31, 2008.

Methodology

The Company uses the Black-Scholes option-pricing model to determine the estimated fair value for stock-based awards. The fair value of the Company stock on the date of the New Option grant was determined based on the fair value of the Merger Transaction involving Booz Allen Hamilton, Inc. and the Company that occurred on July 31, 2008. For all subsequent grants of options, the fair value of the Company's stock was determined by an independent valuation specialist.

As the Company has no plans to issue regular dividends, a dividend yield of zero was used in the Black-Scholes model. Expected volatility was calculated as of each grant date based on reported data for a peer group of publicly traded companies for which historical information was available. The Company will continue to use peer group volatility information until historical volatility of the Company can be regularly measured against an open market to measure expected volatility for future option grants. The risk-free interest rate is determined by reference to the U.S. Treasury yield curve rates with the remaining term equal to the expected life assumed at the date of grant. Due to the lack of historical exercise data, the average expected life was estimated based on internal qualitative and quantitative factors. Forfeitures were estimated based on the Company's historical analysis of Officer attrition levels.

The weighted average assumptions used in the Black-Scholes option-pricing model for stock option awards were as follows:

	The Company		
	Eight Months Ended March 31, 2009		
	Rollover Stock Plan New Options (Retirement)	Rollover Stock Plan New Options (Non-Retirement)	Equity Incentive Plan
Dividend yield	0.0%	0.0%	0.0%
Expected volatility	33.6%	36.0%	40.0%
Risk-free interest rate	2.76%	3.26%	2.50%
Expected life (in years)	2.98	5.29	7.02

	Fiscal Year Ended March 31, 2010		
	Rollover Stock Plan New Options (Retirement)	Rollover Stock Plan New Options (Non-Retirement)	Equity Incentive Plan
Dividend yield	0.0%	0.0%	0.0%
Expected volatility	33.6%	36.0%	40.0%
Risk-free interest rate	2.76%	3.26%	2.56%
Expected life (in years)	2.98	5.29	7.03

	Three Months Ended June 30, 2010		
	Rollover Stock Plan New Options (Retirement)	Rollover Stock Plan New Options (Non-Retirement)	Equity Incentive Plan
Dividend yield	0.0%	0.0%	0.0%
Expected volatility	33.6%	36.0%	40.1%
Risk-free interest rate	2.76%	3.26%	2.61%
Expected life (in years)	2.98	5.29	7.02

The weighted-average grant-date fair values of retirement eligible New Options, non-retirement eligible New Options and EIP Options were $85.36, $86.30, and $48.32, respectively.

December 2009 Dividend and July 2009 Dividend

On December 7, 2009, the Company's Board of Directors approved a dividend of $46.42 per share paid to holders of record as of December 8, 2009 of Class A Common Stock, Class B Non-Voting Common Stock, and Class C Restricted Common Stock. This dividend totaled $497.5 million. As required by the Rollover Plan and the EIP, and in accordance with applicable tax laws and regulatory guidance, the exercise price per share of each outstanding New Option and EIP Option was reduced in an amount equal to the value of the dividend. The Company evaluated the reduction of the exercise price associated with the dividend issuance. Both the Rollover and EIP plans contained mandatory antidilution provisions requiring modification of the options in the event of an equity restructuring, such as the dividends declared in July and December 2009. In addition, the structure of the modifications, as a reduction in the exercise price of options, did not result in an increase to the fair value of the awards. As a result of these factors, the Company did not record incremental compensation expense associated with the modifications of the options as a result of the July and December 2009 dividends. Options vested and not yet exercised that would have had an exercise price below zero as a result of the dividend were reduced to one cent. The difference between one cent and the reduced value for shares vested and not yet exercised of approximately $54.4 million will be paid in cash upon exercise of the options subject to the continued vesting of the options. As of March 31, 2010 and June 30, 2010, the Company reported $27.4 million and $22.3 million, respectively, in other long-term liabilities and $7.0 million and $16.0 million, respectively, in accrued compensation and benefits in the consolidated balance sheets based on the proportion of the potential payment of $54.4 million which is represented by vested options for which stock based compensation expense has been recorded.

On July 27, 2009, the Company's Board of Directors approved a dividend of $10.87 per share paid to holders of record as of July 29, 2009 of the Company's Class A Common Stock, Class B Non-Voting Common Stock, and Class C Restricted Common Stock. This dividend totaled $114.9 million. In accordance with the Officers' Rollover Stock Plan, the exercise price per share of each outstanding option, including New Options and EIP options, was reduced in compliance with applicable tax laws and regulatory guidance. Additionally, the Company evaluated the reduction of the exercise price associated with the dividend issuance. As a result, the Company did not record any additional incremental compensation expense associated with the dividend and corresponding decrease in the exercise and fair value of all outstanding options.

The following table summarizes stock-based compensation for stock options (in thousands):

	Predecessor		The Company			
	Fiscal Year Ended March 31, 2008	Four Months Ended July 31, 2008	Eight Months Ended March 31, 2009	Fiscal Year Ended March 31, 2010	Three Months Ended June 30, 2009	Three Months Ended June 30, 2010
Included in cost of revenue:						
Compensation and other costs	$35,013	$ —	$20,479	$23,652	$ 8,263	$ 4,527
Total included in cost of revenue	35,013	—	20,479	23,652	8,263	4,527
Included in general and administrative expenses:						
Compensation and other costs	—	511,653	41,580	48,245	16,549	11,133
Total included in general and administrative expenses	—	511,653	41,580	48,245	16,549	11,133
Total	$35,013	$511,653	$62,059	$71,897	$24,812	$15,660

The following table summarizes stock option activity for the periods presented:

	Number of Options	Weighted Average Exercise Price
Officers' Rollover Stock Plan New Options		
Retirement Eligible:		
Granted at August 1, 2008	728,542	$ 16.23
Forfeited	—	—
Expired	—	—
Exercised	—	—
Options outstanding at March 31, 2009	728,542	$ 0.01*
Granted	—	—
Forfeited	—	—
Expired	—	—
Exercised	145,708	0.01*
Options outstanding at March 31, 2010	582,834	
Granted	—	—
Forfeited	—	—
Expired	—	—
Exercised	—	0.01*
Options outstanding at June 30, 2010	582,834	
Non-Retirement Eligible:		
Granted at August 1, 2008	751,750	$ 16.79
Forfeited	—	—
Expired	—	—
Exercised	—	—
Options outstanding at March 31, 2009	751,750	0.01*
Granted	—	—
Forfeited	—	—
Expired	—	—
Exercised	—	—
Options outstanding at March 31, 2010	751,750	
Granted	—	—
Forfeited	—	—
Expired	—	—
Exercised	—	—
Options outstanding at June 30, 2010	751,750	

	Number of Options	Weighted Average Exercise Price
Equity Incentive Plan Options		
Granted at November 19, 2008	1,190,000	$100.00
Forfeited	—	—
Expired	—	—
Exercised	—	—
Options outstanding at March 31, 2009	1,190,000	$ 42.71*
Granted	203,000	77.04*
Forfeited	73,507	43.82
Expired	—	—
Exercised	12,996	42.71*
Options outstanding at March 31, 2010	1,306,497	
Granted	170,000	128.03
Forfeited	—	—
Expired	—	—
Exercised	35,181	42.71
Options outstanding at June 30, 2010	1,441,316	

* Reflects adjustment for $10.87 dividend issued July 27, 2009, and $46.42 dividend issued December 11, 2009.

The following table summarizes unvested stock options for the periods presented:

	Number of Options	Weighted Average Fair Value	Aggregate Intrinsic Value on Grant Date (In thousands)
Officers' Stock Rights Plan — Predecessor			
Unvested at March 31, 2008	903	$ 125.42	$ 56,627
Granted	—	—	—
Vested	679	126.11	42,814
Forfeited	—	—	—
Unvested at July 31, 2008	224**		
Officers' Rollover Stock Plan New Options			
Retirement Eligible:			
Granted at August 1, 2008	728,542	$ 100.00	$ 61,032
Vested	—	—	—
Forfeited	—	—	—
Unvested at March 31, 2009	728,542		
Granted	—	—	—
Vested	242,847	42.71*	10,370*
Forfeited	—	—	—
Unvested at March 31, 2010	485,695		
Granted	—	—	—
Vested	242,847	42.71	10,370
Forfeited	—	—	—
Unvested at June 30, 2010	242,848		
Non-Retirement Eligible:			
Granted at August 1, 2008	751,750	$ 100.00	$ 62,553
Vested	—	—	—
Forfeited	—	—	—
Unvested at March 31, 2009	751,750		
Granted	—	—	—
Vested	—	—	—
Forfeited	—	—	—
Unvested at March 31, 2010	751,750		
Granted	—	—	—
Vested	—	—	—
Forfeited	—	—	—
Unvested at June 30, 2010	751,750		

	Number of Options	Weighted Average Fair Value	Aggregate Intrinsic Value on Grant Date (In thousands)
Equity Incentive Plan Options			
Unvested at August 1, 2008	1,190,000	$ 100.00	$ —
Granted	—	—	—
Vested	—	—	—
Forfeited	—	—	—
Unvested at March 31, 2009	1,190,000		
Granted	203,000	$ 77.04*	$ —
Vested	236,889	42.71*	—
Forfeited	73,507	43.82	—
Unvested at March 31, 2010	1,082,604		
Granted	170,000	$ 128.03	$ —
Vested	264,217	45.35	—
Forfeited	—	—	—
Unvested at June 30, 2010	988,387		

* Reflects adjustment for $10.87 dividend issued July 27, 2009, and $46.42 dividend issued December 11, 2009.

** 224 outstanding rights remaining as of July 31, 2008, were exchanged as a part of the Merger Transaction.

The following table summarizes stock options outstanding at March 31, 2010:

Range of Exercise Prices	Number of Options (In thousands)	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (In years)	Options Exercisable (In thousands)
Officers' Rollover Stock Plan				
$0.01	1,335	$ 0.01*	2.56	97
Equity Incentive Plan				
$40.00 — $115.0	1,307	$47.98*	8.72	134

* Reflects adjustment for $10.87 dividend issued July 27, 2009, and $46.42 dividend issued December 11, 2009.

The following table summarizes stock options outstanding at June 30, 2010:

Range of Exercise Prices	Number of Options (In thousands)	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (In years)	Options Exercisable (In thousands)
Officers' Rollover Stock Plan				
$0.01	1,335	$ 0.01	2.34	340
Equity Incentive Plan				
$40.00 — $115.00	1,441	$ 57.55	8.62	453

The stock-based compensation expense recorded in fiscal 2010 and the three months ended June 30, 2010 related to stock options was accounted for as equity awards.

18. FAIR VALUE MEASUREMENTS

The fair value hierarchy established in the accounting standard prioritizes the inputs used in valuation techniques into three levels as follows:

Level 1: Observable inputs — quoted prices in active markets for identical assets and liabilities;

Level 2: Observable inputs other than quoted prices in active markets for identical assets and liabilities — includes quoted prices for similar instruments, quoted prices for identical or similar instruments in inactive markets, and amounts derived from value models where all significant inputs are observable in active markets; and

Level 3: Unobservable inputs — includes amounts derived from valuation models where one or more significant inputs are unobservable and require the Company to develop relevant assumptions.

The Company is required to disclose the fair value of all financial assets subject to fair value measurement and the nature of the valuation techniques, including their classification within the fair value hierarchy, utilized by the Company in performing these measurements. The only financial assets subject to fair value measurements held by the Company at March 31, 2010 were the Company's cash and cash equivalents. These assets are considered to be Level 1 assets.

19. RELATED-PARTY TRANSACTIONS

As discussed in Note 4, Investor acquired all of the issued and outstanding stock of the Company. From time to time, and in the ordinary course of business: (1) other Carlyle portfolio companies engage the Company as a subcontractor or service provider, and (2) the Company engages other Carlyle portfolio companies as subcontractors or service providers. Revenue and cost associated with these related party transactions for the eight months ended March 31, 2009, were immaterial. Revenue and cost associated with these related party transactions for fiscal 2010, were $15.1 million and $13.5 million, respectively. Revenue and cost associated with these related party transactions for the three months ended June 30, 2009, were $3.6 million and $3.2 million, respectively. Revenue and cost associated with these related party transactions for the three months ended June 30, 2010, were $3.1 million and $2.6 million, respectively.

On July 31, 2008, the Company entered into a management agreement (the "Management Agreement") with, TC Group V US, L.L.C. ("TC Group"), a company affiliated with Carlyle. In accordance with the Management Agreement, TC Group provides the Company with advisory, consulting and other services and the Company pays TC Group an aggregate annual fee of $1.0 million plus expenses. In addition, the Company made a one-time payment to TC Group of $20.0 million for investment banking, financial advisory and other services provided to the Company in connection with the Acquisition. For the eight months ended March 31, 2009 and fiscal 2010, the Company incurred $700,000 and $1.0 million, respectively, in advisory fees. For both the three months ended June 30, 2009 and 2010, the Company incurred $250,000 in advisory fees.

Pursuant to the spin-off described in Note 4, effective July 31, 2008, the Company entered into a transition services agreement ("TSA") and a collaboration agreement ("CA") with Booz & Company Inc. ("Booz & Co."). The TSA required the Company and Booz & Co. to provide to each other certain support services for up to 15 months following July 31, 2008. Revenue and expenses were recognized as incurred.

The CA requires the Company and Booz & Co. to provide to each other the services of personnel that were either staffed on existing contracts as of July 31, 2008, or contemplated to be staffed in proposals submitted prior to but accepted after such date. The CA will remain in effect until the termination or expiration of the applicable contracts. Revenue and expenses are recognized as incurred.

Included in the financial position and results of operations are the following (in thousands):

	Transition Services Agreement	Collaboration Agreement
As of March 31, 2009:		
Accounts receivable	$ 2,918	$ 725
Accounts payable	$ 1,806	$ 93
As of March 31, 2010:		
Accounts receivable	$ 303	$ 73
Accounts payable	$ 1,318	$ —
As of June 30, 2010:		
Accounts receivable	$ 458	$ 17
Accounts payable	$ 1,256	$ —
For the eight months ended March 31, 2009:		
Revenue	$12,608	$15,044
Expenses	$15,772	$12,013
For the fiscal year ended March 31, 2010:		
Revenue	$ 3,226	$ 486
Expenses	$ 2,096	$ 793
For the three months ended June 30, 2009:		
Revenue	$ 1,491	$ 401
Expenses	$ 1,136	$ 537
For the three months ended June 30, 2010:		
Revenue	$ 150	$ 50
Expenses	$ 252	$ 31

There were no related-party transactions during fiscal 2008 and four months ended July 31, 2008.

20. COMMITMENTS AND CONTINGENCIES

Leases

The Company leases office space under noncancelable operating leases that expire at various dates through 2016. The terms for the facility leases generally provide for rental payments on a graduated scale, which are recognized on a straight-line basis over the terms of the leases, including reasonably assured renewal periods, from the time the Company controls the leased property. Lease incentives are recorded as a deferred credit and recognized as a reduction to rent expense on a straight-line basis over the lease term. Rent expense was approximately $84.6 million, net of $4.9 million of sublease income, $30.2 million, net of $2.0 million of sublease income, $68.6 million, net of $10.6 million of sublease income and $109.5 million, net of $7.1 million of sublease for fiscal 2008, four months ended July 31, 2008, eight months ended March 31, 2009, and fiscal 2010, respectively. Rent expense was approximately $23.2 million, net of $1.9 million of sublease income, and $26.8 million, net of $1.2 million of sublease income for the three months ended June 30, 2009 and 2010, respectively.

Future minimum operating lease payments for noncancelable operating leases and future minimum noncancelable sublease rentals are summarized as follows (in thousands):

For the Fiscal Year Ending March 31,	Operating Lease Payments	Operating Sublease Income
2011	$ 74,447	$ 801
2012	59,001	320
2013	47,776	—
2014	39,642	—
2015	30,244	—
Thereafter	36,566	—
	$287,676	$1,121

Rent expense is included in occupancy costs, a component of general and administrative expenses, as shown on the consolidated statements of operations, and includes rent, sublease income from third parties, real estate taxes, utilities, parking, security, repairs and maintenance and storage costs.

As a result of the Merger Transaction, the Company assigned a total of eight leases to Booz & Co. The facilities are located in New York, New York; Troy, Michigan; Florham Park, New Jersey; Parsippany, New Jersey; Houston, Texas; Chicago, Illinois; Cleveland, Ohio; and Dallas, Texas. Except for the Cleveland and Dallas leases, which expired, the Company remains liable under the terms of the original leases should Booz & Co. default on its obligations. There were no events of default under these leases as of March 31, 2009, March 31, 2010, and June 30, 2010. The Company also remains liable as a parent guarantor of the London lease. The maximum potential amount of undiscounted future payments is $68.9 million, and the leases expire at different dates between February 2012 and March 2017.

Government Contracting Matters

For fiscal 2008, four months ended July 31, 2008, eight months ended March 31, 2009, fiscal 2010, and three months ended June 30, 2009 and 2010, approximately 86%, 93%, 98%, 98%, 95% and 97%, respectively, of the Company's revenue was generated from contracts with U.S. government agencies or other U.S. government contractors. Contracts with the U.S. government are subject to extensive legal and regulatory requirements and, from time to time and in the ordinary course of business, agencies of the U.S. government investigate whether the Company's operations are conducted in accordance with these requirements and the terms of the relevant contracts. U.S. government investigations of the Company, whether related to the Company's U.S. government contracts or conducted for other reasons, could result in administrative, civil, or criminal liabilities, including repayments, fines, or penalties being imposed upon the Company, or could lead to suspension or debarment from future U.S. government contracting. Management believes it has adequately reserved for any losses that may be experienced from any investigation of which it is aware. The Defense Contract Management Agency Administrative Contracting Officer has negotiated annual final indirect cost rates through fiscal year 2005. Audits of subsequent years may result in cost reductions and/or penalties. Management believes it has adequately reserved for any losses that may be experienced from any such reductions and/or penalties. As of March 31, 2010, the Company has recorded a liability of approximately $72.7 million for its current best estimate of net amounts to be refunded to customers for potential adjustments from such audits or reviews of contract costs incurred subsequent to fiscal year 2005.

Litigation

We are involved in legal proceedings and investigations arising in the ordinary course of business, including those relating to employment matters, relationships with clients and contractors, intellectual property

disputes and other business matters. These legal proceedings seek various remedies, including monetary damages in varying amounts that currently range up to $26.2 million or are unspecified as to amount. Although the outcome of any such matter is inherently uncertain and may be materially adverse, based on current information, our management does not expect any of the currently ongoing audits, reviews, investigations or litigation to have a material adverse effect on our financial condition and results of operations.

Six former officers and stockholders of the Predecessor who had departed the firm prior to the Acquisition have filed a total of nine suits, with original filing dates ranging from July 3, 2008 through December 15, 2009, three of which were amended on July 2, 2010, against the Company and certain of the Company's current and former directors and officers. Each of the suits arises out of the Acquisition and alleges that the former stockholders are entitled to certain payments that they would have received if they had held their stock at the time of the Acquisition. Some of the suits also allege that the acquisition price paid to stockholders was insufficient. The various suits assert claims for breach of contract, tortious interference with contract, breach of fiduciary duty, civil RICO violations, and/or securities and common law fraud. Two of these suits have been dismissed and another has been dismissed but the former stockholder has sought leave to re-plead. Five of the remaining suits are pending in the United States District Court for the Southern District of New York and the sixth is pending in the United States District Court for the Southern District of California. As of March 31, 2010, the aggregate alleged damages sought in the six remaining suits was approximately $197.0 million ($140.0 million of which is sought to be trebled pursuant to RICO), plus punitive damages, costs, and fees. The aggregate alleged damages increased to $724.5 million ($667.3 million of which is sought to be trebled pursuant to RICO), plus punitive damages, costs, and fees, based on the amended claims made on July 2, 2010. Although the outcome of any of these cases is inherently uncertain and may be materially adverse, based on current information, our management does not expect them to have a material adverse effect on our financial condition and results of operations.

Other Matters

At March 31, 2009 and 2010, the Company was contingently liable under open standby letters of credit and bank guarantees issued by the Company's banks in favor of third parties. These letters of credit and bank guarantees primarily relate to leases and support of insurance obligations that total $1.4 million. These instruments reduce the Company's available borrowings under the revolving credit facility.

21. BUSINESS SEGMENT INFORMATION

We report operating results and financial data in one operating and reportable segment. We manage our business as a single profit center in order to promote collaboration, provide comprehensive functional service offerings across our entire client base, and provide incentives to employees based on the success of the organization as a whole. Although certain information regarding served markets and functional capabilities is discussed for purposes of promoting an understanding of our complex business, we manage our business and allocate resources at the consolidated level of a single operating segment.

22. UNAUDITED QUARTERLY FINANCIAL DATA

	2009 Quarters				
	Predecessor		The Company		
	First	One Month Ended July 31, 2008	Two Months Ended September 30, 2008	Third	Fourth
	(In thousands, except per share amounts)				
Revenue	$ 1,072,986	$ 336,957	$693,425	$1,091,557	$1,156,293
Operating (loss) income	(257,561)	(195,728)	15,744	17,576	(632)
(Loss) income before income taxes	(257,562)	(196,091)	(7,167)	(18,097)	(35,666)
Net (loss) income	(1,058,437)	(187,478)	(15,932)	(11,492)	(11,359)
Earnings (loss) per common share:					
Basic(1)	$ (594.96)	$ (87.48)	$ (1.54)	$ (1.11)	$ (1.10)
Diluted(1)	$ (594.96)	$ (87.48)	$ (1.54)	$ (1.11)	$ (1.10)

	2010 Quarters			
	First	Second	Third	Fourth
	(As adjusted, in thousands, except per share amounts)			
Revenue	$1,229,459	$1,279,257	$1,261,353	$1,352,564
Operating income (loss)	52,351	57,938	40,712	48,553
Income (loss) before income taxes	15,972	21,262	2,696	9,064
Net (loss) income(2)	8,425	10,810	1,294	4,890
Earnings (loss) per common share:				
Basic(1)(2)	$ 0.80	$ 1.02	$ 0.12	$ 0.46
Diluted(1)(2)	$ 0.76	$ 0.95	$ 0.11	$ 0.41

(1) Earnings per share are computed independently for each of the quarters presented and therefore may not sum to the total for the fiscal year.

(2) Amounts are shown “as adjusted” for certain adjustments to the allocation of the effective tax rate among the quarters.

23. SUPPLEMENTAL FINANCIAL INFORMATION

The following schedule summarizes valuation and qualifying accounts for the periods presented (in thousands):

	Predecessor		The Company	
	Fiscal Year Ended March 31, 2008	Four Months Ended July 31, 2008	Eight Months Ended March 31, 2009	Fiscal Year Ended March 31, 2010
Allowance for doubtful accounts				
Beginning balance	$ 4,170	$ 4,364	$ 1,959	$1,648
Provision for doubtful accounts	7,116	1,038	2,082	1,371
Charges against allowance	(6,922)	(3,443)	(2,393)	(892)
Ending balance	$ 4,364	$ 1,959	$ 1,648	$2,127

24. DISCONTINUED OPERATIONS

As discussed in Note 4, the Predecessor spun off its global commercial business into a stand-alone entity referred to as Booz & Company, Inc. on July 31, 2008. Accordingly, the following amounts related to the global commercial business have been segregated from continuing operations and included in discontinued operations, net of tax, in the consolidated statement of operations for fiscal 2008 and four months ended July 31, 2008 (in thousands):

	March 31, 2008	July 31, 2008
Revenue	$ 1,147,612	$ 438,567
Operating expenses:		
Cost of services	926,957	300,652
General and administrative expenses	315,537	1,142,880
Operating loss:	(94,882)	(1,004,965)
Interest and other income	16,165	2,741
Interest expense	(1,894)	(855)
	14,271	1,886
Loss before income tax benefit	(80,611)	(1,003,079)
Income tax benefit	9,505	154,708
Loss from discontinued operations, net of tax	$ (71,106)	$ (848,371)

Stock-Based Compensation

As discussed in Note 17, the Predecessor's Officer Stock Rights Plan enabled officers of the Predecessor to purchase shares of stock. The global commercial business recorded stock-based compensation expense of $427.3 million in general and administrative expense related to the acceleration of stock rights and shadow stock units, and $541.8 million for the mark-up of redeemable common stock during the four months ended July 31, 2008. The value of the accelerated stock rights and the redeemable common stock was determined using the price per share paid in the Merger Transaction.

Defined Contribution Plans

As discussed in Note 14, the Company has a defined contribution plan. Total expense under ECAP related to the global commercial business was $34.3 million and $7.6 million for fiscal 2008 and four months ended July 31, 2008, respectively.

Defined Benefit Plan and Other Postretirement Benefit Plans

The Predecessor recognized total pension expense of $4.6 million and $500,000, and total postretirement expense of zero and $1.8 million, for its U.S. employees as a component of loss from discontinued operations for fiscal 2008 and four months ended July 31, 2008, respectively.

The officers and professional staff of the Predecessor employed in Germany were covered by a defined benefit pension plan, (the "Non-U.S. Plan"). As stipulated in the Merger Agreement, the Company is not liable for the pension obligations associated with the German Pension Plan. The Predecessor recognized total pension expense for the Non-U.S. Plan as a component of loss from discontinued operations of $29.7 million and $8.9 million for fiscal 2008 and four months ended July 31, 2008, respectively.

These plans were transferred to Booz & Company as new plans as part of the Merger Transaction.

Lease Obligations

Rent expense related to the global commercial business, net of sublease income, was $30.3 million and $10.5 million for fiscal 2008 and four months ended July 31, 2008, respectively.

25. SUBSEQUENT EVENTS

No material subsequent events have occurred since March 31, 2010 that require recognition in the March 31, 2010 consolidated financial statements.

The Company filed its initial Form S-1 registration statement on June 21, 2010, and an amendment to its registration statement on July 30, 2010.

The Company paid down $85.0 million of the Mezzanine Term Loan on August 2, 2010. Associated with that payment was a prepayment penalty of $2.6 million, and the Company will recognize write-offs of certain deferred financing costs and original issue discount associated with that repaid debt.

The Defense Contract Audit Agency, or the DCAA, routinely audits the Company's government contracts and administrative systems and provides advice to the Defense Contract Management Agency, or the DCMA, concerning its audit findings. The DCMA considers the advice of the DCAA as the DCMA oversees the Company's government contracts and administrative systems. On August 5, 2010, the Company received from the DCMA a notice of intent to disallow certain subcontractor labor costs identified in the DCAA's report on audit of incurred costs for fiscal 2005 in the amount of approximately $17 million. Management believes such costs were allowable and, as requested by the notice, the Company intends to provide a written response explaining its position. The Company has not recorded a provision for the notice of intent to disallow the costs in question in the accompanying consolidated financial statements as of June 30, 2010.

Through and including , 2010 (25 days after the date of this prospectus), all dealers that buy, sell or trade our Class A common stock, whether or not participating in this offering, may be required to deliver a prospectus. This delivery requirement is in addition to the obligation of dealers to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

Shares

Booz | Allen | Hamilton

Class A Common Stock

PROSPECTUS

Morgan Stanley **Barclays Capital**

BofA Merrill Lynch **Credit Suisse**

Stifel Nicolaus Weisel

BB&T Capital Markets **Lazard Capital Markets** **Raymond James**

, 2010

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. ***Other Expenses of Issuance and Distribution.***

The following table sets forth the costs and expenses, other than the underwriting discount, payable by our company in connection with the sale of Class A common stock being registered. All amounts are estimates except the SEC registration fee and the FINRA filing fees.

SEC registration fee	$21,390
FINRA filing fee	$30,500
New York Stock Exchange listing fee	*
Printing and engraving expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Blue Sky fees and expenses (including legal fees)	*
Transfer agent and registrar fees and expenses	*
Miscellaneous	*
Total	*

* To be filed by amendment.

Item 14. ***Indemnification of Directors and Officers.***

Delaware General Corporation Law. Section 145(a) of the Delaware General Corporation Law provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

Section 145(b) of the Delaware General Corporation Law states that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which the person shall have been adjudged to be liable to the corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the

person is fairly and reasonably entitled to indemnity for such expenses as the Delaware Court of Chancery or such other court shall deem proper.

Section 145(c) of the Delaware General Corporation Law provides that to the extent that a present or former director or officer of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of Section 145, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 145(d) of the Delaware General Corporation Law states that any indemnification under subsections (a) and (b) of Section 145 (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of Section 145. Such determination shall be made with respect to a person who is a director or officer at the time of such determination (1) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, (2) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion or (4) by the stockholders.

Section 145(f) of the Delaware General Corporation Law states that the indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of Section 145 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

Section 145(g) of the Delaware General Corporation Law provides that a corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of Section 145.

Section 145(j) of the Delaware General Corporation Law states that the indemnification and advancement of expenses provided by, or granted pursuant to, Section 145 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Certificate of Incorporation. Our company's amended and restated certificate of incorporation filed as Exhibit 3.1 hereto provides that our company's directors will not be personally liable to our company or its stockholders for monetary damages resulting from a breach of their fiduciary duties as directors. However, nothing contained in such provision will eliminate or limit the liability of directors (1) for any breach of the director's duty of loyalty to our company or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (3) under Section 174 of the Delaware General Corporation Law or (4) for any transaction from which the director derived an improper personal benefit.

Bylaws. Our company's amended and restated bylaws provide for the indemnification of the officers and directors of our company to the fullest extent permitted by the Delaware General Corporation Law. The bylaws provide that each person who was or is made a party to, or is threatened to be made a party to, any civil, criminal, administrative or investigative action, suit or proceeding by reason of the fact that such person is or was a director or officer of our company shall be indemnified and held harmless by our company to the fullest extent authorized by the Delaware General Corporation Law against all expense, liability and loss, including, without limitation, attorneys' fees, incurred by such person in connection therewith, if such person satisfied the applicable standards of conduct set forth in the Delaware General Corporation Law.

Insurance. Our company maintains directors' and officers' liability insurance, which covers directors and officers of our company against certain claims or liabilities arising out of the performance of their duties.

Indemnification Agreements. Our company intends to enter into agreements to indemnify its directors and executive officers. These agreements will provide for indemnification of our company's directors and executive officers to the fullest extent permitted by the Delaware General Corporation Law against all expenses, including attorneys' fees, judgments, fines and settlement amounts incurred by any such person in actions or proceedings, including actions by our company or in its right, arising out of such person's services as a director or executive officer of our company, any subsidiary of our company or any other company or enterprise to which the person provided services at our company's request.

Underwriting Agreement. Our company's underwriting agreement with the underwriters will provide for the indemnification of the directors and officers of our company against specified liabilities related to this prospectus under the Securities Act in certain circumstances.

Item 15. ***Recent Sales of Unregistered Securities.***

On May 15, 2008, we sold 1,000 shares of common stock to Carlyle Partners V US, L.P. for aggregate consideration of $10.00.

In connection with the acquisition, on July 30, 2008 we issued 9,565,000 shares of our Class A common stock to Explorer Coinvest LLC for $956.5 million and issued (i) 564,187 shares of our Class A common stock, (ii) 237,864 shares of our Class B non-voting common stock, (iii) 202,827 shares of our Class C restricted common stock, (iv) 1,480,288 shares of our Class E special voting common stock and (v) options to purchase 1,480,292 shares of our Class A common stock, in each case, to employees and former employees in exchange for stock and options in the Predecessor.

In addition to the transactions described above, during the fiscal year ended March 31, 2009, we issued (i) 1,500 shares of our Class A common stock to two employees for aggregate consideration of $150,000 and (ii) 2,500 shares of our Class B non-voting common stock to a former employee for aggregate consideration of $250,000.

During the fiscal year ended March 31, 2010, we issued (i) 158,696 shares of our Class A common stock to certain officers and other employees in connection with the exercise of options for aggregate consideration of $1,388,100 and (ii) 1,907 shares of our Class A common stock to certain directors in lieu of payment of fees for their service as directors.

During the first quarter of fiscal 2011, we issued (i) 7,810 shares of our Class A common stock to an officer and a director for aggregate consideration of $999,914, (ii) 35,181 shares of our Class A common stock to certain officers and other employees in connection with the exercise of options for aggregate consideration of $1,502,580, (iii) 1,173 of our Class A common stock to certain directors in lieu of payment of fees for their service as directors, and (iv) 70,293 shares of our Class E special voting common stock to a family trust of an officer for aggregate consideration of $2,109.

During the second quarter of fiscal 2011, we issued 257,637 shares of our Class A common stock to certain officers and other employees in connection with the exercise of options for aggregate consideration of $4,538,727.

The sales and issuances described above in this Item 15 were effected in reliance on the exemptions for sales of securities not involving a public offering, as set forth in Rule 506 promulgated under the Securities Act and in Section 4(2) of the Securities Act, based on the following: (a) a private offering in connection with the initial capitalization of our company; or (b) (i) the investors confirmed to us that they were either "accredited investors," as defined in Rule 501 of Regulation D promulgated under the Securities Act or had such background, education and experience in financial and business matters as to be able to evaluate the merits and risks of an investment in the securities; (ii) there was no public offering or general solicitation with respect to the offering; (iii) the investors acknowledged that all securities being purchased were "restricted securities" for purposes of the Securities Act, and agreed to transfer such securities only in a transaction registered under the Securities Act or exempt from registration under the Securities Act; and (iv) a legend was

placed on the certificates representing each such security stating that it was restricted and could only be transferred if subsequently registered under the Securities Act or transferred in a transaction exempt from registration under the Securities Act.

Item 16. ***Exhibits and Financial Statement Schedules.***

Exhibit No.	Description
1.1*	Form of Underwriting Agreement
2.1**	Agreement and Plan of Merger, dated as of May 15, 2008, by and among Booz Allen Hamilton Inc., Booz Allen Hamilton Holding Corporation (formerly known as Explorer Holding Corporation), Booz Allen Hamilton Investor Corporation (formerly known as Explorer Investor Corporation), Explorer Merger Sub Corporation and Booz & Company Inc.
2.2**	Spin Off Agreement, dated as of May 15, 2008, by and among Booz Allen Hamilton Inc., Booz & Company Holdings, LLC, Booz & Company Inc., Booz & Company Intermediate I Inc. and Booz & Company Intermediate II Inc.
2.3**	Amendment to the Agreement and Plan of Merger and the Spin Off Agreement, dated as of July 30, 2008, by and among Booz Allen Hamilton Inc., Booz Allen Hamilton Investor Corporation (formerly known as Explorer Investor Corporation), Explorer Merger Sub Corporation, Booz & Company Holdings, LLC, Booz & Company Inc., Booz & Company Intermediate I Inc. and Booz & Company Intermediate II Inc.
3.1*	Form of Amended and Restated Certificate of Incorporation of Booz Allen Hamilton Holding Corporation
3.2*	Form of Amended and Restated Bylaws of Booz Allen Hamilton Holding Corporation
4.1**	Guarantee and Collateral Agreement, among Booz Allen Hamilton Investor Corporation (formerly known as Explorer Investor Corporation), Explorer Merger Sub Corporation as the Initial Borrower, Booz Allen Hamilton Inc., as the Surviving Borrower, and the Subsidiary Guarantors party thereto, in favor of Credit Suisse, as Collateral Agent, dated as of July 31, 2008
4.2**	Guarantee Agreement, among Booz Allen Hamilton Investor Corporation (formerly known as Explorer Investor Corporation), Explorer Merger Sub Corporation as the Initial Borrower, Booz Allen Hamilton Inc., as the Surviving Borrower, and the Subsidiary Guarantors party thereto, and Credit Suisse, as Administrative Agent, dated as of July 31, 2008
4.3*	Form of Amended and Restated Stockholders Agreement
4.4*	Form of Stock Certificate
5.1*	Opinion of Debevoise & Plimpton LLP
10.1	Credit Agreement, among Booz Allen Hamilton Investor Corporation (formerly known as Explorer Investor Corporation), Explorer Merger Sub Corporation, as the Initial Borrower, Booz Allen Hamilton Inc., as the Surviving Borrower, the several lenders from time to time parties thereto, Credit Suisse AG, Cayman Islands Branch (formerly known as Credit Suisse), as Administrative Agent and Collateral Agent, Credit Suisse AG, Cayman Islands Branch (formerly known as Credit Suisse), as Issuing Lender, Banc of America Securities LLC and Credit Suisse Securities (USA) LLC, as Joint Lead Arrangers, and Banc of America Securities LLC, Credit Suisse Securities (USA) LLC, Barclays Capital, Goldman Sachs Credit Partners L.P., and Morgan Stanley Senior Funding, Inc., as Joint Bookrunners and Sumitomo Mitsui Banking Corporation, as Co-Manager, dated as of July 31, 2008
10.2	First Amendment to Credit Agreement, dated as of December 8, 2009
10.3	Mezzanine Credit Agreement, among Booz Allen Hamilton Investor Corporation (formerly known as Explorer Investor Corporation), Explorer Merger Sub Corporation, as the Initial Borrower, Booz Allen Hamilton Inc., as the Surviving Borrower, the several lenders from time to time parties thereto, Credit Suisse, as Administrative Agent, and Credit Suisse Securities (USA) LLC, Banc of America Securities LLC and Lehman Brothers Inc., as Joint Lead Arrangers and Joint Bookrunners, dated as of July 31, 2008
10.4**	First Amendment to Mezzanine Credit Agreement, dated as of July 23, 2009
10.5**	Second Amendment to Mezzanine Credit Agreement, dated as of December 7, 2009
10.6**	Management Agreement, among Booz Allen Hamilton Holding Corporation (formerly known as Explorer Holding Corporation), Booz Allen Hamilton Inc., and TC Group V US, LLC, dated as of July 31, 2008.
10.7*	Amended and Restated Equity Incentive Plan of Booz Allen Hamilton Holding Corporation†

Exhibit No.	Description
10.8**	Booz Allen Hamilton Holding Corporation Officers' Rollover Stock Plan†
10.9**	Form of Booz Allen Hamilton Holding Corporation Rollover Stock Option Agreement†
10.10**	Form of Stock Option Agreement under the Equity Incentive Plan of Booz Allen Hamilton Holding Corporation†
10.11**	Form of Stock Option Agreement under the Equity Incentive Plan of Booz Allen Hamilton Holding Corporation†
10.12	Form of Subscription Agreement†
10.13**	Form of Restricted Stock Agreement for Directors under the Equity Incentive Plan of Booz Allen Hamilton Holding Corporation†
10.14*	Form of Restricted Stock Agreement for Employees under the Equity Incentive Plan of Booz Allen Hamilton Holding Corporation†
10.15*	Booz Allen Hamilton Holding Corporation Annual Incentive Plan†
10.16*	Booz Allen Hamilton Holding Corporation Officers' Retirement Plan†
10.17*	Indemnity Medical Plan†
10.18*	Dental Plan†
10.19*	Executive Medical Plan†
10.20*	Group Variable Universal Life Insurance†
10.21	Group Personal Excess Liability Insurance†
10.22*	U.S. Retired Officer Medical and Dental Insurance†
10.23*	Annual Performance Program†
10.24*	Excess ECAP Payment Programs†
10.25*	Form of Booz Allen Hamilton Holding Corporation Indemnification Agreement
21.1	List of Subsidiaries
23.1*	Consent of Debevoise & Plimpton LLP (included in Exhibit 5.1)
23.2	Consent of Ernst & Young LLP, Independent Auditors
24.1**	Powers of Attorney

* To be filed by amendment.

** Previously filed.

† Indicates management compensation plan.

Item 17. ***Undertakings.***

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Booz Allen Hamilton Holding Corporation has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in McLean, Virginia, on this 31st day of August, 2010.

BOOZ ALLEN HAMILTON HOLDING CORPORATION

By: /s/ CG Appleby
Name: CG Appleby
Title: Executive Vice President, General Counsel and Secretary

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
* Ralph W. Shrader	President, Chief Executive Officer and Director (Principal Executive Officer)	August 31, 2010
* Samuel R. Strickland	Executive Vice President, Chief Financial Officer, Chief Administrative Officer and Director (Principal Financial and Accounting Officer)	August 31, 2010
* Daniel F. Akerson	Director	August 31, 2010
* Peter Clare	Director	August 31, 2010
* Ian Fujiyama	Director	August 31, 2010
* Philip A. Odeen	Director	August 31, 2010
* Charles O. Rossotti	Director	August 31, 2010

*By: /s/ CG Appleby
CG Appleby
Attorney-in-Fact

EXHIBIT INDEX

Exhibit No.	Description
1.1*	Form of Underwriting Agreement
2.1**	Agreement and Plan of Merger, dated as of May 15, 2008, by and among Booz Allen Hamilton Inc., Booz Allen Hamilton Holding Corporation (formerly known as Explorer Holding Corporation), Booz Allen Hamilton Investor Corporation (formerly known as Explorer Investor Corporation), Explorer Merger Sub Corporation and Booz & Company Inc.
2.2**	Spin Off Agreement, dated as of May 15, 2008, by and among Booz Allen Hamilton Inc., Booz & Company Holdings, LLC, Booz & Company Inc., Booz & Company Intermediate I Inc. and Booz & Company Intermediate II Inc.
2.3**	Amendment to the Agreement and Plan of Merger and the Spin Off Agreement, dated as of July 30, 2008, by and among Booz Allen Hamilton Inc., Booz Allen Hamilton Investor Corporation (formerly known as Explorer Investor Corporation), Explorer Merger Sub Corporation, Booz & Company Holdings, LLC, Booz & Company Inc., Booz & Company Intermediate I Inc. and Booz & Company Intermediate II Inc.
3.1*	Form of Amended and Restated Certificate of Incorporation of Booz Allen Hamilton Holding Corporation
3.2*	Form of Amended and Restated Bylaws of Booz Allen Hamilton Holding Corporation
4.1**	Guarantee and Collateral Agreement, among Booz Allen Hamilton Investor Corporation (formerly known as Explorer Investor Corporation), Explorer Merger Sub Corporation as the Initial Borrower, Booz Allen Hamilton Inc., as the Surviving Borrower, and the Subsidiary Guarantors party thereto, in favor of Credit Suisse, as Collateral Agent, dated as of July 31, 2008
4.2**	Guarantee Agreement, among Booz Allen Hamilton Investor Corporation (formerly known as Explorer Investor Corporation), Explorer Merger Sub Corporation as the Initial Borrower, Booz Allen Hamilton Inc., as the Surviving Borrower, and the Subsidiary Guarantors party thereto, and Credit Suisse, as Administrative Agent, dated as of July 31, 2008
4.3*	Form of Amended and Restated Stockholders Agreement
4.4*	Form of Stock Certificate
5.1*	Opinion of Debevoise & Plimpton LLP
10.1	Credit Agreement, among Booz Allen Hamilton Investor Corporation (formerly known as Explorer Investor Corporation), Explorer Merger Sub Corporation, as the Initial Borrower, Booz Allen Hamilton Inc., as the Surviving Borrower, the several lenders from time to time parties thereto, Credit Suisse AG, Cayman Islands Branch (formerly known as Credit Suisse), as Administrative Agent and Collateral Agent, Credit Suisse AG, Cayman Islands Branch (formerly known as Credit Suisse), as Issuing Lender, Banc of America Securities LLC and Credit Suisse Securities (USA) LLC, as Joint Lead Arrangers, and Banc of America Securities LLC, Credit Suisse Securities (USA) LLC, Barclays Capital, Goldman Sachs Credit Partners L.P., and Morgan Stanley Senior Funding, Inc., as Joint Bookrunners and Sumitomo Mitsui Banking Corporation, as Co-Manager, dated as of July 31, 2008
10.2	First Amendment to Credit Agreement, dated as of December 8, 2009
10.3	Mezzanine Credit Agreement, among Booz Allen Hamilton Investor Corporation (formerly known as Explorer Investor Corporation), Explorer Merger Sub Corporation, as the Initial Borrower, Booz Allen Hamilton Inc., as the Surviving Borrower, the several lenders from time to time parties thereto, Credit Suisse, as Administrative Agent, and Credit Suisse Securities (USA) LLC, Banc of America Securities LLC and Lehman Brothers Inc., as Joint Lead Arrangers and Joint Bookrunners, dated as of July 31, 2008
10.4**	First Amendment to Mezzanine Credit Agreement, dated as of July 23, 2009
10.5**	Second Amendment to Mezzanine Credit Agreement, dated as of December 7, 2009
10.6**	Management Agreement, among Booz Allen Hamilton Holding Corporation (formerly known as Explorer Holding Corporation), Booz Allen Hamilton Inc., and TC Group V US, LLC, dated as of July 31, 2008.
10.7*	Amended and Restated Equity Incentive Plan of Booz Allen Hamilton Holding Corporation†
10.8**	Booz Allen Hamilton Holding Corporation Officers' Rollover Stock Plan†

Exhibit No.	Description
10.9**	Form of Booz Allen Hamilton Holding Corporation Rollover Stock Option Agreement†
10.10**	Form of Stock Option Agreement under the Equity Incentive Plan of Booz Allen Hamilton Holding Corporation†
10.11**	Form of Stock Option Agreement under the Equity Incentive Plan of Booz Allen Hamilton Holding Corporation†
10.12	Form of Subscription Agreement†
10.13**	Form of Restricted Stock Agreement for Directors under the Equity Incentive Plan of Booz Allen Hamilton Holding Corporation†
10.14*	Form of Restricted Stock Agreement for Employees under the Equity Incentive Plan of Booz Allen Hamilton Holding Corporation†
10.15*	Booz Allen Hamilton Holding Corporation Annual Incentive Plan†
10.16*	Booz Allen Hamilton Holding Corporation Officers' Retirement Plan†
10.17*	Indemnity Medical Plan†
10.18*	Dental Plan†
10.19*	Executive Medical Plan†
10.20*	Group Variable Universal Life Insurance†
10.21	Group Personal Excess Liability Insurance†
10.22*	U.S. Retired Officer Medical and Dental Insurance†
10.23*	Annual Performance Program†
10.24*	Excess ECAP Payment Programs†
10.25*	Form of Booz Allen Hamilton Holding Corporation Indemnification Agreement
21.1	List of Subsidiaries
23.1*	Consent of Debevoise & Plimpton LLP (included in Exhibit 5.1)
23.2	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm
24.1**	Powers of Attorney

* To be filed by amendment.

** Previously filed.

† Indicates management compensation plan.

Exhibit 10.1

EXECUTION VERSION

$810,000,000

CREDIT AGREEMENT

among

EXPLORER INVESTOR CORPORATION

EXPLORER MERGER SUB CORPORATION
as the Initial Borrower,

BOOZ ALLEN HAMILTON INC.
as the Surviving Borrower

The Several Lenders from Time to Time Parties Hereto,

CREDIT SUISSE,
as Administrative Agent and Collateral Agent,

BANK OF AMERICA, N.A.

as Syndication Agent,

LEHMAN BROTHERS COMMERCIAL BANK,

C.I.T. LEASING CORPORATION,

and

SUMITOMO MITSUI BANKING CORPORATION,
as Documentation Agents,

CREDIT SUISSE,
as Issuing Lender

and

BANC OF AMERICA SECURITIES LLC,

CREDIT SUISSE SECURITIES (USA) LLC,

LEHMAN BROTHERS INC.

and

SUMITOMO MITSUI BANKING CORPORATION
as Joint Lead Arrangers and Joint Bookrunners

Dated as of July 31, 2008

TABLE OF CONTENTS

CREDIT AGREEMENT, dated as of July 31, 2008, among EXPLORER INVESTOR CORPORATION, a Delaware corporation ("Holdings"), EXPLORER MERGER SUB CORPORATION, a Delaware corporation (the "Initial Borrower"), BOOZ ALLEN HAMILTON INC., a Delaware corporation into which the Initial Borrower shall be merged (the "Company" or the "Surviving Borrower"), the several banks and other financial institutions or entities from time to time parties to this Agreement (the "Lenders"), CREDIT SUISSE, as Administrative Agent and Collateral Agent, BANK OF AMERICA, N.A., as syndication agent (in such capacity, the "Syndication Agent"), LEHMAN BROTHERS COMMERCIAL BANK, C.I.T. LEASING CORPORATION and SUMITOMO MITSUI BANKING CORPORATION, as documentation agents (in such capacity, collectively, the "Documentation Agents"), CREDIT SUISSE, as Issuing Lender and BANC OF AMERICA SECURITIES LLC, CREDIT SUISSE SECURITIES (USA) LLC, LEHMAN BROTHERS INC. and SUMITOMO MITSUI BANKING CORPORATION, as joint lead arrangers and joint bookrunners.

The parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

"ABR": for any day, a rate per annum equal to the greater of (a) the Prime Rate in effect on such day and (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1%. For purposes hereof: "Prime Rate" means the prime commercial lending rate of the Administrative Agent as established from time to time in its principal U.S. office, as in effect from time to time. Any change in the ABR due to a change in the Prime Rate or the Federal Funds Effective Rate shall be effective as of the opening of business on the effective day of such change in the Prime Rate or the Federal Funds Effective Rate, respectively.

"ABR Loans": Loans the rate of interest applicable to which is based upon the ABR.

"Accounting Changes": as defined in Section 10.16.

"Acquisition": as defined in the definition of "Permitted Acquisition".

"Act": as defined in Section 10.18.

"Administrative Agent": Credit Suisse, as the administrative agent for the Lenders under this Agreement and the other Loan Documents, together with any of its successors and permitted assigns in such capacity in accordance with Section 9.9.

"Affiliate": as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly to direct or cause the direction of the management and policies of such Person, in either case whether by contract or otherwise.

"Agents": the collective reference to the Collateral Agent and the Administrative Agent, and for purposes of Sections 10.13 and 10.14, the Lead Arrangers.

"Aggregate Exposure": with respect to any Lender at any time, an amount equal to (a) until the Closing Date, the aggregate amount of such Lender's Commitments at such time and (b) thereafter, the sum of (i) the aggregate then unpaid principal amount of such Lender's Term Loans, (ii) the aggregate amount of such Lender's Revolving Commitments then in effect or, if the Revolving Commitments have been terminated, the amount of such Lender's Revolving Extensions of Credit then outstanding and (iii) the aggregate amount of such Lender's New Loan Commitments then in effect, or if such New Loan Commitments have been terminated, the amount of such Lender's New Loans.

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

"Agreed Purposes": as defined in Section 10.14.

"Agreement": this Credit Agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"AHYDO Payments": "applicable high yield discount obligations" (within the meaning of Section 163(i)(1) of the Code) "catch-up" payments in respect of any Indebtedness (including the Mezzanine Loans, any Permitted Subordinated Indebtedness and any Indebtedness incurred pursuant to Section 7.2(v)) the incurrence of which is not otherwise prohibited hereunder to the extent such Indebtedness provides for the payment of interest on all or any portion of the principal amount of such Indebtedness by adding such interest to the principal amount thereof.

"Annual Operating Budget": as defined in Section 6.2(c).

"Applicable Margin" or "Applicable Commitment Fee Rate": for any day, with respect to (i) the Loans (including any Swingline Loan) under the Revolving Facility and the Tranche A Term Loan Facility, and the commitment fee payable hereunder, the applicable rate per annum determined pursuant to the Pricing Grid and (ii) the Loans under the Tranche B Term Loan Facility, in the case of the Applicable Margin, 3.50% with respect to Tranche B Term Loans that are ABR Loans and 4.50% with respect to Tranche B Term Loans that are Eurocurrency Loans; provided that from the Closing Date until the next change in the Applicable Margin or Applicable Commitment Fee Rate in accordance with the Pricing Grid (a) the Applicable Margin shall be 3.00% with respect to Tranche A Term Loans, Revolving Loans that are ABR Loans and Swingline Loans and 4.00% with respect to Tranche A Term Loans and Revolving Loans that are Eurocurrency Loans and (b) the Applicable Commitment Fee Rate shall be 0.50%.

"Application": an application, in such form as the relevant Issuing Lender may specify from time to time, requesting such Issuing Lender to open a Letter of Credit.

"Approved Fund": as defined in Section 10.6(b).

"Asset Sale": any Disposition of Property or series of related Dispositions of Property by the Borrower or any of its Restricted Subsidiaries not in the ordinary course of business (a) under Section 7.5(e) or (p) or (b) not otherwise permitted under Section 7.5, in each case, which yields Net Cash Proceeds (valued at the initial principal amount thereof in the case of non-cash proceeds consisting of notes or other debt securities and valued at fair market value in the case of other non-cash proceeds) in excess of $1,000,000.

"Assignee": as defined in Section 10.6(b).

"Assignment and Assumption": an Assignment and Assumption, substantially in the form of Exhibit D.

"Available Amount": as at any date, the sum of, without duplication:

(a) $10,000,000;

(b) the aggregate cumulative amount, not less than zero, of 50% of Excess Cash Flow for each fiscal year beginning with the fiscal year ending March 31, 2010;

(c) the Net Cash Proceeds received after the Closing Date and on or prior to such date from any Equity Issuance by, or capital contribution to, Holdings or the Borrower (which in the case of any such Equity Issuance by the Borrower, is not Disqualified Capital Stock) which, in the case of any such Equity Issuance by, or capital contribution to, Holdings, have been contributed in cash as common equity to the Borrower, in each case to the extent it is not a Specified Equity Contribution;

(d) the aggregate amount of proceeds received after the Closing Date and on or prior to such date that (i) would have constituted Net Cash Proceeds pursuant to clause (a) of the definition of "Net Cash Proceeds" except for the operation of any of (A) the Dollar threshold set forth in the definition of "Asset Sale" and (B) the Dollar threshold set forth in the definition of "Recovery Event" or (ii) constitutes Declined Proceeds;

(e) the aggregate principal amount of any Indebtedness of the Borrower or any Restricted Subsidiary issued after the Closing Date (other than Indebtedness issued to a Restricted Subsidiary), which has been converted into or exchanged for Capital Stock in Holdings or any Parent Company;

(f) the amount received by the Borrower or any Restricted Subsidiary in cash (and the fair market value (as determined in good faith by the Borrower) of Property other than cash received by the Borrower or any Restricted Subsidiary) after the Closing Date from any dividend or other distribution by an Unrestricted Subsidiary;

(g) in the event any Unrestricted Subsidiary has been redesignated as a Restricted Subsidiary and becomes a Subsidiary Guarantor or has been merged, consolidated or amalgamated with or into, or transfers or conveys its assets to, or is liquidated into, the Borrower or any Subsidiary Guarantor, the fair market value (as determined in good faith by the Borrower) of the Investments of the Borrower or any Restricted Subsidiary in such Unrestricted Subsidiary at the time of such redesignation, combination or transfer (or of the assets transferred or conveyed, as applicable);

(h) an amount equal to any returns (including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) actually received in cash, Cash Equivalents and Permitted Liquid Investments by the Borrower or any Restricted Subsidiary in respect of any Investments made pursuant to Section 7.7(f)(ii)(B), (h)(B), or (v)(ii); and

(i) the aggregate amount actually received in cash, Cash Equivalents or Permitted Liquid Investments by the Borrower or any Restricted Subsidiary in connection with the sale, transfer or

other disposition of its ownership interest in any joint venture that is not a Subsidiary or in any Unrestricted Subsidiary, in each case, to the extent of the Investment in such joint venture or Unrestricted Subsidiary;

in each case, that has not been previously applied pursuant to Section 7.6(b), Section 7.7(f)(ii), (h)(B) or (v)(ii) or Sections 7.8(a)(ii)(A) and 7.8(a)(ii)(B).

"Available Revolving Commitment": as to any Revolving Lender at any time, an amount equal to the excess, if any, of (a) such Lender's Revolving Commitment then in effect (including any New Loan Commitments which are Revolving Commitments) over (b) such Lender's Revolving Extensions of Credit then outstanding; provided that in calculating any Revolving Lender's Revolving Extensions of Credit under its Revolving Commitment for the purpose of determining such Revolving Lender's Available Revolving Commitments pursuant to Section 2.9(a), the aggregate principal amount of Swingline Loans then outstanding shall be deemed to be zero.

"Benefited Lender": as defined in Section 10.7(a).

"Board": the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Board of Directors": (a) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board; (b) with respect to a partnership, the Board of Directors of the general partner of the partnership, or any committee thereof duly authorized to act on behalf of such board or the board or committee of any Person serving a similar function; (c) with respect to a limited liability company, the managing member or members or any controlling committee of managing members thereof or any Person or Persons serving a similar function; and (d) with respect to any other Person, the board or committee of such Person serving a similar function.

"Borrower": (a) at any time prior to the consummation of the Merger Transactions, the Initial Borrower and (b) upon and at any time after the consummation of the Merger Transactions, the Surviving Borrower.

"Borrowing Date": any Business Day specified by the Borrower as a date on which the Borrower requests the relevant Lenders to make Loans hereunder.

"Business": the business activities and operations of the Company and/or its Affiliates on the Closing Date immediately after giving effect to the transactions contemplated by the Spin Off Agreement.

"Business Day": a day (a) other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close and (b) with respect to notices and determinations in connection with, and payments of principal and interest on, Eurocurrency Loans, such day is also a day for trading by and between banks in Dollar deposits in the London interbank eurocurrency market.

"Capital Expenditures": for any period, with respect to any Person, the aggregate of all cash expenditures by such Person for the acquisition or leasing (pursuant to a capital lease but excluding any amount representing capitalized interest) of fixed or capital assets, computer software or additions to equipment (including replacements, capitalized repairs and improvements during such period) which are

required to be capitalized under GAAP on a balance sheet of such Person; provided that in any event the term "Capital Expenditures" shall exclude: (i) any Permitted Acquisition and any other Investment permitted hereunder; (ii) any expenditures to the extent financed with any Reinvestment Deferred Amount; (iii) expenditures for leasehold improvements for which such Person is reimbursed in cash or receives a credit; and (iv) capital expenditures to the extent they are made with the proceeds of equity contributions (other than in respect of Disqualified Capital Stock) made to the Borrower after the Closing Date.

"Capital Lease Obligations": as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal Property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP; provided that for purposes of this definition, "GAAP" shall mean generally accepted accounting principles in the United States as in effect on the date hereof.

"Capital Stock": any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, and any and all equivalent ownership interests in a Person (other than a corporation).

"Carlyle Fund": Carlyle Partners US V, L.P., and no other Person or entity.

"Cash Equivalents": (a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America), in each case maturing within eighteen months from the date of acquisition thereof;

(b) investments in commercial paper maturing within 270 days from the date of issuance thereof and having, at such date of acquisition, the highest credit rating obtainable from S&P or from Moody's;

(c) investments in certificates of deposit, banker's acceptances and time deposits maturing within one year from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, the Administrative Agent or any domestic office of any commercial bank organized under the laws of the United States of America or any State thereof that has a combined capital and surplus and undivided profits of not less than $500,000,000 and that issues (or the parent of which issues) commercial paper rated at least "Prime-1" (or the then equivalent grade) by Moody's or "A-1" (or the then equivalent grade) by S&P;

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

(e) investments in "money market funds" within the meaning of Rule 2a-7 of the Investment Company Act of 1940, as amended, substantially all of whose assets are invested in investments of the type described in clauses (a) through (d) above; and

(f) other short-term investments utilized by Foreign Subsidiaries in accordance with normal investment practices for cash management in investments of a type analogous to the foregoing.

"Cash Management Obligations": obligations owed by the Borrower or any Subsidiary Guarantor to any Lender or any Affiliate of a Lender in respect of any overdraft and related liabilities arising from treasury, depository and cash management services, credit or debit card, or any automated clearing house transfers of funds.

"Certificated Security": as defined in the Guarantee and Collateral Agreement.

"Change in Law": (a) the adoption of any law, rule or regulation, or (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority.

"Change of Control": as defined in Section 8.1(j).

"Chattel Paper": as defined in the Guarantee and Collateral Agreement.

"Closing Date": the date on which the conditions precedent set forth in Section 5.1 shall have been satisfied or waived and the Term Loans hereunder shall have been funded, which date is July 31, 2008.

"Closing Date Material Adverse Effect": a "Company Material Adverse Effect" as defined in the Merger Agreement.

"Closing Date Stock Certificates": Collateral consisting of stock certificates representing the Capital Stock of the Domestic Subsidiaries that are Restricted Subsidiaries (and not Immaterial Subsidiaries) of the Borrower for which a security interest can be perfected by delivering such stock certificates.

"Closing Date UCC Filing Collateral": Collateral for which a security interest can be perfected by filing a UCC financing statement.

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

"Collateral": the meaning assigned to such term in the Guarantee and Collateral Agreement.

"Collateral Agent": Credit Suisse, in its capacity as collateral agent for the Secured Parties under the Security Documents and any of its successors and permitted assigns in such capacity in accordance with Section 9.9.

"Commitment": as to any Lender, the sum of the Term Commitments, the Revolving Commitments and the New Loan Commitments (in each case, if any) of such Lender.

"Committed Reinvestment Amount": as defined in the definition of "Reinvestment Prepayment Amount".

"Commonly Controlled Entity": an entity, whether or not incorporated, that is under common control with Holdings within the meaning of Section 4001 of ERISA or is part of a group that includes Holdings and that is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

"Commonly Controlled Plan": as defined in Section 4.12(b).

"Company": as defined in the preamble hereto.

"Company Reorganization": the series of transactions described in the "Project Explorer Summarized Transaction Steps", dated May 12, 2008, attached as Exhibit D to the Spin-Off Agreement dated as of May 15, 2008 among the Company, Booz & Company Holdings, LLC, Booz & Company Inc., Booz & Company Intermediate I Inc. and Booz & Company Intermediate II Inc., as amended, supplemented or otherwise modified from time to time, provided that any such amendments, supplements or modifications that are, when taken as a whole, materially adverse to the Lenders, shall be reasonably acceptable to the Administrative Agent.

"Compliance Certificate": a certificate duly executed by a Responsible Officer substantially in the form of Exhibit B.

"Confidential Information": as defined in Section 10.14.

"Consolidated Current Assets": at any date, all amounts (other than (a) cash, Cash Equivalents and Permitted Liquid Investments, (b) deferred financing fees and (c) payments for deferred taxes so long as such items described in clauses (b) and (c) are not cash items) that would, in conformity with GAAP, be set forth opposite the caption "total current assets" (or any like caption) on a consolidated balance sheet of the Borrower and its Restricted Subsidiaries at such date.

"Consolidated Current Liabilities": at any date, all amounts that would, in conformity with GAAP, be set forth opposite the caption "total current liabilities" (or any like caption) on a consolidated balance sheet of the Borrower and its Restricted Subsidiaries at such date, but excluding (a) the current portion of any Indebtedness of the Borrower and its Restricted Subsidiaries, (b) without duplication, all Indebtedness consisting of Revolving Loans, L/C Obligations or Swingline Loans, to the extent otherwise included therein, (c) amounts for deferred taxes and non-cash tax reserves accounted for pursuant to FASB Interpretation No. 48 and (d) any equity compensation related liability.

"Consolidated EBITDA": of any Person for any period, Consolidated Net Income of such Person and its Restricted Subsidiaries for such period plus, without duplication and, if applicable, to the extent reflected as a charge in the statement of such Consolidated Net Income (regardless of classification) for such period, the sum of:

(a) provisions for taxes based on income (or similar taxes in lieu of income taxes), profits, capital (or equivalents), including federal, foreign, state, local, franchise, excise and similar taxes and foreign withholding taxes of such Person paid or accrued during such period;

(b) Consolidated Net Interest Expense and, to the extent not reflected in such Consolidated Net Interest Expense, any net losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, amortization or write-off of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with Indebtedness (including commitment, letter of credit and administrative fees and charges with respect to the Facilities and the Mezzanine Loan Facility);

(c) depreciation and amortization expense and impairment charges (including deferred financing fees, capitalized software expenditures, intangibles (including goodwill), organization costs and amortization of unrecognized prior service costs and actuarial gains and losses related to pensions and other post-employment benefits);

(d) any extraordinary, unusual or non-recurring expenses or losses (including losses on sales of assets outside of the ordinary course of business and restructuring and integration costs or reserves, including any severance costs, costs associated with office and facility openings, closings and consolidations, relocation costs and other non-recurring business optimization expenses);

(e) any other non-cash charges, expenses or losses (except to the extent such charges, expenses or losses represent an accrual of or reserve for cash expenses in any future period or an amortization of a prepaid cash expense paid in a prior period);

(f) stock-option based and other equity-based compensation expenses;

(g) transaction costs, fees, losses and expenses (whether or not any transaction is actually consummated) (including those relating to the Merger Transactions, the transactions contemplated hereby and by the Mezzanine Loan Documents (including any amendments or waivers of the Loan Documents or the Mezzanine Loan Documents), and those payable in connection with the sale of Capital Stock, the incurrence of Indebtedness permitted by Section 7.2, transactions permitted by Section 7.4, Dispositions permitted by Section 7.5, or any Permitted Acquisition or other Investment permitted by Section 7.7 (in each case whether or not successful));

(h) all fees and expenses paid pursuant to the Management Agreement;

(i) proceeds from any business interruption insurance (to the extent not reflected as revenue or income in such statement of such Consolidated Net Income);

(j) the amount of cost savings and other operating improvements and synergies projected by the Borrower in good faith and certified in writing to the Administrative Agent to be realized as a result of any acquisition (including the Merger Transactions) or Disposition (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, or from any operational change taken or committed to be taken during such period (in each case calculated on a pro forma basis as though such cost savings and other operating improvements and synergies had been realized on the first day of such period), net of the amount of actual benefits realized during such period from such actions to the extent already included in the Consolidated Net Income for such period, provided that (i) the Borrower shall have certified to the Administrative Agent that (A) such cost savings, operating improvements and synergies are reasonably anticipated to result from such actions, (B) such actions have been taken, or have been committed to be taken and the benefits resulting therefrom are anticipated by the Borrower to be realized within 12 months and (ii) no cost savings shall be added pursuant to this clause (j) to the extent already included in clause (d) above with respect to such period;

(k) cash expenses relating to earn-outs and similar obligations;

(l) charges, losses, lost profits, expenses or write-offs to the extent indemnified or insured by a third party, including expenses covered by indemnification provisions in any agreement in connection with the Merger Transactions, a Permitted Acquisition or any other acquisition permitted by Section 7.7;

(m) losses recognized and expenses incurred in connection with the effect of currency and exchange rate fluctuations on intercompany balances and other balance sheet items;

(n) costs of surety bonds in connection with financing activities of such Person and its Restricted Subsidiaries; and

(o) costs associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and Public Company Costs;

minus, to the extent reflected as income or a gain in the statement of such Consolidated Net Income for such period, the sum of:

(a) any extraordinary, unusual or non-recurring income or gains (including gains on the sales of assets outside of the ordinary course of business);

(b) any other non-cash income or gains (other than the accrual of revenue in the ordinary course), but excluding any such items (i) in respect of which cash was received in a prior period or will be received in a future period or (ii) which represent the reversal in such period of any accrual of, or reserve for, anticipated cash charges in any prior period where such accrual or reserve is no longer required, all as determined on a consolidated basis; and

(c) gains realized and income accrued in connection with the effect of currency and exchange rate fluctuations on intercompany balances and other balance sheet items;

provided that for purposes of calculating Consolidated EBITDA of the Borrower and its Restricted Subsidiaries for any period, (A) the Consolidated EBITDA of any Person or Properties constituting a division or line of business of any business entity, division or line of business, in each case, acquired by the Borrower or any of the Restricted Subsidiaries during such period and assuming any synergies, cost savings and other operating improvements to the extent certified by the Borrower as having been determined in good faith to be reasonably anticipated to be realizable within 12 months following such acquisition, or of any Subsidiary designated as a Restricted Subsidiary during such period, shall be included on a pro forma basis for such period (but assuming the consummation of such acquisition or such designation, as the case may be, occurred on the first day of such period) and (B) the Consolidated EBITDA of any Person or Properties constituting a division or line of business of any business entity, division or line of business, in each case, Disposed of by the Borrower or any of the Restricted Subsidiaries during such period, or of any Subsidiary designated as an Unrestricted Subsidiary during such period, shall be excluded for such period (assuming the consummation of such Disposition or such designation, as the case may be, occurred on the first day of such period). With respect to each Subsidiary that is not a wholly-owned Subsidiary or any joint venture, for purposes of calculating Consolidated EBITDA, the amount of income attributable to such Subsidiary or joint venture, as applicable, that shall be counted for such purposes shall equal the product of (x) the Borrower's direct and/or indirect percentage ownership of such Subsidiary or joint venture and (y) the aggregate amount of the applicable item of such Subsidiary or joint venture, as applicable, except to the extent the application of GAAP already takes into account the non-wholly owned subsidiary relationship. Notwithstanding the forgoing, Consolidated EBITDA shall be calculated without giving effect to the effects of purchase accounting or similar adjustments required or permitted by GAAP in connection with the Transactions, any Investment (including any Permitted Acquisition) and any other acquisition or Investment. For purposes of determining Consolidated EBITDA under this Agreement, Consolidated EBITDA for the fiscal quarter ended March 31, 2008 shall be deemed to be $64,635,000. Unless otherwise qualified, all

references to "Consolidated EBITDA" in this Agreement shall refer to Consolidated EBITDA of the Borrower.

"Consolidated Net Income": of any Person for any period, the consolidated net income (or loss) of such Person and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP; provided that in calculating Consolidated Net Income of the Borrower and its consolidated Restricted Subsidiaries for any period, there shall be excluded (a) the income (or loss) of any Person accrued prior to the date it becomes a Restricted Subsidiary or is merged into or consolidated with the Borrower or any of its Subsidiaries and (b) the income (or loss) of any Person (other than a Restricted Subsidiary) in which Holdings, the Borrower or any of its Restricted Subsidiaries has an ownership interest (including any joint venture), except to the extent that any such income is actually received by Holdings, the Borrower or such Restricted Subsidiary in the form of dividends or similar distributions (which dividends and distributions shall be included in the calculation of Consolidated Net Income). Notwithstanding the forgoing, for purposes of calculating Excess Cash Flow, Consolidated Net Income shall not include: (i) extraordinary gains for such period, (ii) the cumulative effect of a change in accounting principles during such period, (iii) any fees and expenses incurred during such period, or any amortization thereof for such period, in connection with any acquisition, investment, recapitalization, asset disposition, issuance or repayment of debt, issuance of equity securities, refinancing transaction or amendment or other modification of any debt instrument (in each case, including any such transaction undertaken but not completed) and any charges or non-recurring merger costs incurred during such period as a result of any such transaction and (iv) any income (loss) for such period attributable to the early extinguishment of Indebtedness or Hedge Agreements. Unless otherwise qualified, all references to "Consolidated Net Income" in this Agreement shall refer to Consolidated Net Income of the Borrower. There shall be excluded from Consolidated Net Income for any period the purchase accounting effects of adjustments to inventory, Property and equipment, software and other intangible assets and deferred revenue required or permitted by GAAP and related authoritative pronouncements (including the effects of such adjustments pushed down to the Borrower and the Restricted Subsidiaries), as a result of the Transactions, any consummated acquisition whether consummated before or after the Closing Date, or the amortization or write-off of any amounts thereof.

"Consolidated Net Interest Coverage Ratio": as of any date of determination, the ratio of (a) Consolidated EBITDA of the Borrower and its Restricted Subsidiaries for the most recently ended Test Period to (b) Consolidated Net Interest Expense of the Borrower and its Restricted Subsidiaries for such period.

"Consolidated Net Interest Expense": of any Person for any period, (a) total cash interest expense (including that attributable to Capital Lease Obligations) of such Person and its Restricted Subsidiaries for such period with respect to all outstanding Indebtedness of such Person and its Restricted Subsidiaries, minus (b) the sum of (i) total cash interest income of such Person and its Restricted Subsidiaries for such period (excluding any interest income earned on receivables due from clients), in each case determined in accordance with GAAP plus (ii) any one time financing fees (to the extent included in such Person's consolidated interest expense for such period), including, with respect to the Borrower, those paid in connection with the Transaction Documents or in connection with any amendment thereof. Unless otherwise qualified, all references to "Consolidated Net Interest Expense" in this Agreement shall refer to Consolidated Net Interest Expense of the Borrower.

"Consolidated Total Assets": the total assets of the Borrower and its Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP, as shown on the consolidated balance sheet of the Borrower for the most recently completed fiscal quarter for which financial statements have been delivered pursuant to Section 6.1(a) or (b).

"Consolidated Total Leverage": at any date, (a) the aggregate principal amount of all Funded Debt of the Borrower and its Restricted Subsidiaries on such date, minus (b) cash, Cash Equivalents and, to the extent they are subject to a perfected Lien pursuant to the Security Documents, Permitted Liquid Investments held by the Borrower and its Restricted Subsidiaries on such date, in each case determined on a consolidated basis in accordance with GAAP.

"Consolidated Total Leverage Ratio": as of any date of determination, the ratio of (a) Consolidated Total Leverage on such day to (b) Consolidated EBITDA of the Borrower and the Restricted Subsidiaries for the most recently ended Test Period.

"Consolidated Working Capital": at any date, the difference of (a) Consolidated Current Assets on such date minus (b) Consolidated Current Liabilities on such date, provided that, for purposes of calculating Excess Cash Flow, increases or decreases in Consolidated Working Capital shall be calculated without regard to changes in the working capital balance as a result of non-cash increases or decreases thereof that will not result in future cash payments or receipts or cash payments or receipts in any previous period, in each case, including, without limitation, any changes in Consolidated Current Assets or Consolidated Current Liabilities as a result of (i) any reclassification in accordance with GAAP of assets or liabilities, as applicable, between current and noncurrent, (ii) the effects of purchase accounting and (iii) the effect of fluctuations in the amount of accrued or contingent obligations, assets or liabilities under Hedge Agreements.

"Continuing Directors": the directors of Holdings on the Closing Date and each other director of Holdings, if, in each case, such other director's nomination for election to the Board of Directors of Holdings is recommended by at least 51% of the then Continuing Directors or such other director receives the vote of the Sponsor and/or its Affiliates (excluding any operating portfolio companies of the Sponsor) or any other Permitted Investor in his or her nomination or election by the shareholders of Holdings.

"Contractual Obligation": as to any Person, any provision of any security issued by such Person or of any written or recorded agreement, instrument or other undertaking to which such Person is a party or by which it or any of its Property is bound.

"Declined Proceeds": the amount of any prepayment declined by the Required Prepayment Lenders or any Tranche B Term Lender, as applicable, in accordance with Sections 2.12(a), 2.12(b), 2.12(c) or 2.12(e), as the case may be, to the extent, in the case of amounts declined in accordance with Section 2.12(e), such declined amounts have not been used to prepay Tranche A Term Loans.

"Default": any of the events specified in Section 8.1, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Defaulting Lender": any Lender that (a) has failed to fund any portion of the Loans, participations in L/C Obligations or participations in Swingline Loans required to be funded by it hereunder within one Business Day of the date required to be funded by it hereunder unless such failure has been cured, (b) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within one Business Day of the date when due, unless the subject of a good faith dispute or unless such failure has been cured, or (c) has been deemed insolvent or become the subject of a bankruptcy or insolvency proceeding or otherwise has taken any action or become the subject of any action or proceeding of the type described in Section 8.1(f).

"Disinterested Director" : as defined in Section 7.9.

"Derivatives Counterparty": as defined in Section 7.6.

"Disposition": with respect to any Property, any sale, sale and leaseback, assignment, conveyance, transfer or other effectively complete disposition thereof. The terms "Dispose" and "Disposed of" shall have correlative meanings.

"Disqualified Capital Stock": Capital Stock that (a) requires the payment of any dividends (other than dividends payable solely in shares of Qualified Capital Stock), (b) matures or is mandatorily redeemable or subject to mandatory repurchase or redemption or repurchase at the option of the holders thereof (other than solely for Qualified Capital Stock), in each case in whole or in part and whether upon the occurrence of any event, pursuant to a sinking fund obligation on a fixed date or otherwise (including as the result of a failure to maintain or achieve any financial performance standards) or (c) are convertible or exchangeable, automatically or at the option of any holder thereof, into any Indebtedness, Capital Stock or other assets other than Qualified Capital Stock, in the case of clauses (a), (b) and (c), prior to the date that is 91 days after the final scheduled maturity date of the Loans (other than (i) upon payment in full of the Obligations (other than indemnification and other contingent obligations not yet due and owing) or (ii) upon a "change in control"; provided that any payment required pursuant to this clause (ii) is subject to the prior repayment in full of the Obligations (other than indemnification and other contingent obligations not yet due and owing) that are accrued and payable and the termination of the Commitments); provided further, however, that if such Capital Stock is issued to any employee or to any plan for the benefit of employees of the Borrower or the Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by the Borrower in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability.

"Disqualified Institution": (i) those institutions identified by the Borrower in writing to the Administrative Agent prior to the Closing Date or, with the consent of the Administrative Agent (not to be unreasonably withheld; consent of the Administrative Agent shall be deemed to have been given if the Administrative Agent does not object within 5 Business Days after identification of an institution) from time to time thereafter, and their known Affiliates and (ii) business competitors of the Borrower and its Subsidiaries or the Company identified by Borrower in writing to the Administrative Agent from time to time and their known Affiliates.

"Documentation Agents": as defined in the preamble hereto.

"Dollars" and "$": dollars in lawful currency of the United States.

"Domestic Subsidiary": any direct or indirect Restricted Subsidiary organized under the laws of any jurisdiction within the United States.

"Environmental Laws": any and all applicable laws, rules, orders, regulations, statutes, ordinances, codes or decrees (including, without limitation, common law) of any international authority, foreign government, the United States, or any state, provincial, local, municipal or other governmental authority, regulating, relating to or imposing liability or standards of conduct concerning protection of the environment, natural resources or human health and safety as it relates to Releases of Materials of Environmental Concern, as has been, is now, or at any time hereafter is, in effect.

"Environmental Liability": any liability, claim, action, suit, judgment or order under or relating to any Environmental Law for any damages, injunctive relief, losses, fines, penalties, fees, expenses (including reasonable fees and expenses of attorneys and consultants) or costs, whether contingent or otherwise, including those arising from or relating to: (a) compliance or non-compliance with any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Materials of Environmental Concern, (c) exposure to any Materials of Environmental Concern, (d) the Release of any Materials of Environmental Concern or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Issuance": any issuance by Holdings, the Borrower or any Restricted Subsidiary of its Capital Stock in a public or private offering.

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

"Eurocurrency Base Rate": with respect to each day during each Interest Period, the rate per annum determined by reference to the British Bankers' Association Interest Settlement Rates for deposits in Dollars for a period equal to such Interest Period commencing on the first day of such Interest Period appearing on the Screen as of 11:00 A.M., London time, two Business Days prior to the beginning of such Interest Period, as the Eurocurrency Rate for deposits denominated with a maturity comparable to such Interest Period. In the event that such rate does not appear on the Screen at such time for any reason, then the "Eurocurrency Base Rate" shall be determined by reference to such other comparable publicly available service for displaying eurocurrency rates as may be selected by the Administrative Agent or, in the absence of such availability, by reference to the rate at which the Administrative Agent is offered deposits at or about 11:00 A.M., London time, two Business Days prior to the beginning of such Interest Period in the interbank eurocurrency market where its eurodollar and exchange operations are then being conducted for delivery on the first day of such Interest Period for the number of days comprised therein.

"Eurocurrency Loans": Loans the rate of interest applicable to which is based upon the Eurocurrency Rate.

"Eurocurrency Rate": with respect to each day during each Interest Period pertaining to a Eurocurrency Loan, a rate per annum determined for such day in accordance with the following formula:

$$\frac{\text{Eurocurrency Base Rate}}{1.00 - \text{Eurocurrency Reserve Requirements}}$$

"Eurocurrency Reserve Requirements": for any day as applied to a Eurocurrency Loan, the aggregate (without duplication) of the maximum rates (expressed as a decimal fraction) of reserve requirements in effect on such day (including basic, supplemental, marginal and emergency reserves) under any regulations of the Board or other Governmental Authority having jurisdiction with respect thereto dealing with reserve requirements prescribed for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board) maintained by a member bank of the Federal Reserve System.

"Eurocurrency Tranche": the collective reference to Eurocurrency Loans under a particular Facility the then current Interest Periods with respect to all of which begin on the same date and end on the same later date (whether or not such Loans shall originally have been made on the same day).

"Event of Default": any of the events specified in Section 8.1; provided that any requirement set forth therein for the giving of notice, the lapse of time, or both, has been satisfied.

"Excess Cash Flow": for any fiscal year of the Borrower, the difference, if any, of (a) the sum, without duplication, of (i) Consolidated Net Income of the Borrower for such fiscal year, (ii) the amount of all non-cash charges (including depreciation, amortization and deferred tax expense) deducted in arriving at such Consolidated Net Income and cash receipts included in clause (i) of the definition of "Consolidated Net Income" and excluded in arriving at such Consolidated Net Income, (iii) the amount of the decrease, if any, in Consolidated Working Capital for such fiscal year (excluding any decrease in Consolidated Working Capital relating to leasehold improvements for which the Borrower or any of its Subsidiaries is reimbursed in cash or receives a credit) and (iv) the aggregate net amount of non-cash loss on the Disposition of Property by the Borrower and its Restricted Subsidiaries during such fiscal year (other than sales of inventory in the ordinary course of business), to the extent deducted in arriving at such Consolidated Net Income; minus (b) the sum, without duplication (including, in the case of clauses (ii) and (viii) below, duplication across periods (provided that all or any portion of the amounts referred to in clauses (ii) and (viii) below with respect to a period may be applied in the determination of Excess Cash Flow for any subsequent period to the extent such amounts did not previously result in a reduction of Excess Cash Flow in any prior period)) of:

(i) the amount of all non-cash gains or credits included in arriving at such Consolidated Net Income (including, without limitation, credits included in the calculation of deferred tax assets and liabilities) and cash charges excluded in clauses (i) through (iv) of the definition of "Consolidated Net Income" and included in arriving at such Consolidated Net Income;

(ii) the aggregate amount (A) actually paid by the Borrower and its Restricted Subsidiaries in cash during such fiscal year on account of Capital Expenditures and Permitted Acquisitions and (B) committed during such fiscal year to be used to make Capital Expenditures or Permitted Acquisitions which in either case have been actually made or consummated or for which a binding agreement exists as of the time of determination of Excess Cash Flow for such fiscal year (in each case under this clause (ii) other than to the extent any such Capital Expenditure or Permitted Acquisition is made (or, in the case of the preceding clause (B), is expected to be made) with the proceeds of new long-term Indebtedness or an Equity Issuance or with the proceeds of any Reinvestment Deferred Amount);

(iii) the aggregate amount of all regularly scheduled principal payments and all prepayments of Indebtedness (including, without limitation, the Term Loans and, if applicable, the Mezzanine Loans) of the Borrower and its Restricted Subsidiaries made during such fiscal year (other than in respect of any revolving credit facility to the extent there is not an equivalent permanent reduction in commitments thereunder and other than to the extent any such prepayments are the result of the incurrence of additional indebtedness and other than optional prepayments of the Term Loans and optional prepayments of Revolving Loans and Swingline Loans to the extent accompanied by permanent optional reductions of the Revolving Commitments);

(iv) the amount of the increase, if any, in Consolidated Working Capital for such fiscal year (excluding any increase in Consolidated Working Capital relating to leasehold improvements for which the Borrower or any of its Subsidiaries is reimbursed in cash or receives a credit);

(v) the aggregate net amount of non-cash gain on the Disposition of Property by the Borrower and its Restricted Subsidiaries during such fiscal year (other than sales of inventory in the ordinary course of business), to the extent included in arriving at such Consolidated Net Income;

(vi) fees and expenses incurred in connection with the Transactions or any Permitted Acquisition (whether or not consummated);

(vii) purchase price adjustments paid or received in connection with the Merger Transactions, any Permitted Acquisition or any other acquisition permitted under Section 7.7(h) or (v);

(viii) (A) the net amount of Investments made during such period pursuant to paragraphs (d), (f), (h), (l), (v) and (y) of Section 7.7 (to the extent, in the case of clause (y), such Investment relates to Restricted Payments permitted under Section 7.6(c), (e), (h) or (i)) or committed during such period to be used to make Investments pursuant to such paragraphs of Section 7.7 which have been actually made or for which a binding agreement exists as of the time of determination of Excess Cash Flow for such period (but excluding Investments among the Borrower and its Restricted Subsidiaries) and (B) permitted Restricted Payments made in each case by the Borrower during such period and permitted Restricted Payments made by any Restricted Subsidiary to any Person other than Holdings, the Borrower or any of the Restricted Subsidiaries during such period, in each case, to the extent permitted by Section 7.6(c), (e), (h) or (i); provided that the amount of Restricted Payments made pursuant to Section 7.6(e) and deducted pursuant to this clause (viii) shall not exceed $10,000,000 in any fiscal year;

(ix) the amount (determined by the Borrower) of such Consolidated Net Income which is mandatorily prepaid or reinvested pursuant to Section 2.12(b) (or as to which a waiver of the requirements of such Section applicable thereto has been granted under Section 10.1) prior to the date of determination of Excess Cash Flow for such fiscal year as a result of any Asset Sale or Recovery Event;

(x) the aggregate amount of any premium or penalty actually paid in cash that is required to be made in connection with any prepayment of Indebtedness;

(xi) cash payments by the Borrower and its Restricted Subsidiaries during such period in respect of long-term liabilities of the Borrower and its Subsidiaries other than Indebtedness;

(xii) the aggregate amount of expenditures actually made by the Borrower and its Restricted Subsidiaries in cash during such period (including expenditures for the payment of financing fees) to the extent that such expenditures are not expensed during such period and are not deducted in calculating Consolidated Net Income;

(xiii) cash expenditures in respect of Hedge Agreements during such period to the extent not deducted in arriving at such Consolidated Net Income;

(xiv) the amount of taxes (including penalties and interest) paid in cash in such period or tax reserves set aside or payable (without duplication) in such period to the extent they exceed the amount of tax expense deducted in determining Consolidated Net Income for such period;

(xv) the amount of cash payments made in respect of pensions and other post-employment benefits in such period;

(xvi) payments made in respect of the minority equity interests of third parties in any non-wholly owned Restricted Subsidiary in such period, including pursuant to dividends declared or paid on Capital Stock held by third parties in respect of such non-wholly-owned Restricted Subsidiary; and

(xvii) the amount representing accrued expenses for cash payments (including with respect to retirement plan obligations) that are not paid in cash in such fiscal year, provided that such amounts will be added to Consolidated Excess Cash Flow for the following fiscal year to the extent not paid in cash during such following fiscal year.

"Excess Cash Flow Application Date": as defined in Section 2.12(c).

"Excess Cash Flow Percentage": 50%; provided that the Excess Cash Flow Percentage shall be reduced to (a) 25% if the Consolidated Total Leverage Ratio as of the last day of the relevant fiscal year is not greater than 3.75 to 1.00 and (b) to 0% if the Consolidated Total Leverage Ratio as of the last day of the relevant fiscal year is not greater than 2.25 to 1.00.

"Excluded Capital Stock": (a) any Capital Stock with respect to which, in the reasonable judgment of Administrative Agent (confirmed by notice to the Borrower), (i) the cost of pledging such Capital Stock in favor of the Secured Parties under the Security Documents shall be excessive in view of the benefits to be obtained by the Lenders therefrom or (ii) would result in adverse tax consequences, (b) solely in the case of any pledge of Capital Stock of any Foreign Subsidiary or any Foreign Subsidiary Holding Company to secure the Obligations, any Capital Stock of any class of such Foreign Subsidiary or such Foreign Subsidiary Holding Company in excess of 65% of the outstanding Capital Stock of such class (such percentage to be adjusted by mutual agreement (not to be unreasonably withheld) upon any change in law as may be required to avoid adverse U.S. federal income tax consequences to the Borrower or any Subsidiary), (c) any Capital Stock to the extent the pledge thereof would violate any applicable Requirement of Law, (d) the Capital Stock of any Special Purpose Entity, any Immaterial Subsidiary (for so long as such Subsidiary remains an Immaterial Subsidiary) or any Unrestricted Subsidiary and (e) in the case of any Capital Stock of any Subsidiary that is subject of a Lien permitted under Section 7.3(g) securing Indebtedness permitted under Section 7.2(t) or (u) any Capital Stock of each such Subsidiary to the extent that (i) a pledge thereof to secure the Obligations is prohibited by any applicable Contractual Obligations (other than customary non-assignment provisions which are ineffective under the Uniform Commercial Code) or (ii) any Contractual Obligation prohibits such a pledge without the consent of the other party; provided that this clause (ii) shall not apply if (A) such other party is a Loan Party or a wholly-owned Subsidiary or (B) consent has been obtained to consummate such pledge and for so long as such Contractual Obligation or replacement or renewal thereof is in effect or (iii) a pledge thereof to secure the Obligations would give any other party to a Contractual Obligation the right to terminate its obligations thereunder (other than customary non-assignment provisions which are ineffective under the Uniform Commercial Code or other applicable law); provided that this clause (iii) shall not apply if such other party is a Loan Party or a wholly-owned Subsidiary.

"Excluded Collateral": as defined in Section 4.17(a).

"Excluded Real Property": (a) any Real Property that is subject to a Lien expressly permitted by Section 7.3(g) or 7.3(z), (b) any Real Property with respect to which, in the reasonable judgment of Administrative Agent (confirmed by notice to the Borrower) the cost of providing a

mortgage on such Real Property in favor of the Secured Parties under the Security Documents shall be excessive in view of the benefits to be obtained by the Lenders therefrom and (c) any Real Property to the extent providing a mortgage on such Real Property would (i) result in adverse tax consequences as reasonably determined by the Administrative Agent, (ii) violate any applicable Requirement of Law, (iii) be prohibited by any applicable Contractual Obligations (other than customary non-assignment provisions which are ineffective under the Uniform Commercial Code) or (iv) give any other party (other than a Loan Party or a wholly-owned Subsidiary) to any contract, agreement, instrument or indenture governing such Real Property the right to terminate its obligations thereunder (other than customary non-assignment provisions which are ineffective under the Uniform Commercial Code or other applicable law).

"Excluded Subsidiary": (a) each Domestic Subsidiary which is an Immaterial Subsidiary as of the Closing Date and listed on Schedule 1.1 and each future Domestic Subsidiary which is an Immaterial Subsidiary, in each case, for so long as such Subsidiary remains an Immaterial Subsidiary, (b) each Domestic Subsidiary that is not a wholly-owned Subsidiary on any date such Subsidiary would otherwise be required to become a Guarantor pursuant to the requirements of Section 6.8(c) (for so long as such Subsidiary remains a non-wholly-owned Restricted Subsidiary), (c) any Foreign Subsidiary Holding Company, (d) each Domestic Subsidiary that is a Subsidiary of a Foreign Subsidiary, (e) each Unrestricted Subsidiary, (f) each Domestic Subsidiary to the extent that (i) such Domestic Subsidiary is prohibited by any applicable Contractual Obligation or Requirement of Law from guaranteeing the Obligations, (ii) any Contractual Obligation prohibits such guarantee without the consent of the other party or (iii) a guarantee of the Obligations would give any other party to a Contractual Obligation the right to terminate its obligation thereunder; provided that clauses (ii) and (iii) shall not be applicable if (A) such other party is a Loan Party or a wholly-owned Subsidiary or (B) consent has been obtained to provide such pledge and for so long as such Contractual Obligation or replacement or renewal thereof is in effect, (g) any Subsidiary that is a Special Purpose Entity or (h) any other Domestic Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent (confirmed by notice to the Borrower) the cost of providing a guarantee is excessive in view of the benefits to be obtained by the Lenders.

"Facility": each of (a) the Tranche A Term Commitments and the Tranche A Term Loans made thereunder (the "Tranche A Term Facility"), (b) the Tranche B Term Commitments and the Tranche B Term Loans made thereunder (the "Tranche B Term Facility"), (c) any New Loan Commitments and the New Loans made thereunder (a "New Facility") and (d) the Revolving Commitments and the extensions of credit made thereunder (the "Revolving Facility").

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

"Fee Payment Date": commencing on September 30, 2008, (a) the last Business Day of each March, June, September and December and (b) the last day of the Revolving Commitment Period.

"Foreign Subsidiary": any Restricted Subsidiary of the Borrower that is not a Domestic Subsidiary.

"Foreign Subsidiary Holding Company": any Restricted Subsidiary of the Borrower which is a Domestic Subsidiary substantially all of the assets of which consist of the Capital Stock of one or more Foreign Subsidiaries.

"Funded Debt": with respect to any Person, all Indebtedness of such Person of the types described in clauses (a), (b), (e), (g)(ii) or, to the extent related to Indebtedness of the types described in the preceding clauses, (d) of the definition of "Indebtedness".

"Funding Office": the office of the Administrative Agent specified in Section 10.2 or such other office as may be specified from time to time by the Administrative Agent as its funding office by written notice to the Borrower and the Lenders.

"GAAP": generally accepted accounting principles in the United States as in effect from time to time.

"Governmental Authority": any nation or government, any state, province or other political subdivision thereof and any governmental entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and, as to any Lender, any securities exchange and any self regulatory organization (including the National Association of Insurance Commissioners).

"Government Contracts": as defined in the Guarantee and Collateral Agreement.

"Guarantee and Collateral Agreement": the Guarantee and Collateral Agreement to be executed and delivered by Holdings, the Borrower and each Subsidiary Guarantor, substantially in the form of Exhibit A, as the same may be amended, supplemented or otherwise modified from time to time.

"Guarantee Obligation": as to any Person (the "guaranteeing person"), any obligation of (a) the guaranteeing person or (b) another Person (including, without limitation, any bank under any letter of credit) pursuant to which the guaranteeing person has issued a guarantee, reimbursement, counterindemnity or similar obligation, in either case guaranteeing or by which such Person becomes contingently liable for any Indebtedness (the "primary obligations") of any other third Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any Property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase Property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or disposition of assets or any Investment permitted under this Agreement. The amount of any Guarantee Obligation of any guaranteeing Person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case, the amount of such Guarantee Obligation shall be

such guaranteeing person's maximum reasonably anticipated liability in respect thereof (assuming such person is required to perform thereunder) as determined by such Person in good faith.

"Guarantors": the collective reference to Holdings and the Subsidiary Guarantors.

"Hedge Agreements": all agreements with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions, in each case, entered into by the Borrower or any Restricted Subsidiary.

"Holdings": as defined in the preamble hereto.

"Holdings IPO": the issuance by Holdings or any Parent Company of its common Capital Stock in an underwritten primary public offering (other than a public offering pursuant to a registration statement on Form S-8) pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act whether alone or in connection with a secondary public offering.

"Immaterial Subsidiary": on any date, any Subsidiary of the Borrower that has had less than 5% of Consolidated Total Assets and 5% of annual consolidated revenues of the Borrower and its Restricted Subsidiaries as reflected on the most recent financial statements delivered pursuant to Section 6.1 prior to such date; provided that at no time shall all Immaterial Subsidiaries have in the aggregate Consolidated Total Assets or annual consolidated revenues (as reflected on the most recent financial statements delivered pursuant to Section 6.1 prior to such time) in excess of 7.5% of Consolidated Total Assets or annual consolidated revenues, respectively, of the Borrower and its Restricted Subsidiaries.

"Increased Amount Date": as defined in Section 2.25.

"Indebtedness" of any Person: without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person for the deferred purchase price of Property or services already received, (d) all Guarantee Obligations by such Person of Indebtedness of others, (e) all Capital Lease Obligations of such Person, (f) all payments that such Person would have to make in the event of an early termination, on the date Indebtedness of such Person is being determined in respect of outstanding Hedge Agreements (such payments in respect of any Hedge Agreement with a counterparty being calculated subject to and in accordance with any netting provisions in such Hedge Agreement), (g) the principal component of all obligations, contingent or otherwise, of such Person (i) as an account party in respect of letters of credit (other than any letters of credit, bank guarantees or similar instrument in respect of which a back-to-back letter of credit has been issued under or permitted by this Credit Agreement) and (ii) in respect of bankers' acceptances; provided that Indebtedness shall not include (A) trade and other ordinary course payables, accrued expenses and intercompany liabilities arising in the ordinary course of business, (B) prepaid or deferred revenue arising in the ordinary course of business, (C) purchase price holdbacks arising in the ordinary course of business in respect of a portion of the purchase price of an asset to satisfy unperformed obligations of the seller of such asset or (D) earn-out and other contingent obligations until such obligations become a liability on the balance sheet of such Person in accordance with GAAP. The Indebtedness of any Person shall include the Indebtedness of any partnership in which such Person is a general Partner, other than to the extent that the instrument or agreement evidencing such Indebtedness expressly limits the liability of such Person in respect thereof.

"Indebtedness for Borrowed Money": (a) to the extent the following would be reflected on a consolidated balance sheet of the Borrower and its Restricted Subsidiaries prepared in accordance with GAAP, the principal amount of all Indebtedness of the Borrower and its Restricted Subsidiaries with respect to (i) borrowed money, evidenced by debt securities, debentures, acceptances, notes or other similar instruments and (ii) Capital Lease Obligations, (b) reimbursement obligations for letters of credit and financial guarantees (without duplication) (other than ordinary course of business contingent reimbursement obligations) and (c) Hedge Agreements; provided that the Obligations shall not constitute Indebtedness for Borrowed Money.

"Indemnified Liabilities": as defined in Section 10.5.

"Indemnitee": as defined in Section 10.5.

"Initial Borrower": as defined in the preamble hereto.

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

"Insolvent": pertaining to a condition of Insolvency.

"Instrument": as defined in the Guarantee and Collateral Agreement.

"Intellectual Property": the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, copyrights, copyright licenses, domain names, patents, patent licenses, trademarks, trademark licenses, trade names, technology, know-how and processes, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Interest Payment Date": (a) commencing on September 30, 2008, as to any ABR Loan, the last Business Day of each March, June, September and December to occur while such Loan is outstanding and the final maturity date of such Loan, (b) as to any Eurocurrency Loan having an Interest Period of three months or less, the last day of such Interest Period, (c) as to any Eurocurrency Loan having an Interest Period longer than three months, each day that is three months, or a whole multiple thereof, after the first day of such Interest Period and the last day of such Interest Period and (d) as to any Loan (other than any Revolving Loan that is an ABR Loan and any Swingline Loan), the date of any repayment or prepayment made in respect thereof.

"Interest Period": as to any Eurocurrency Loan, (a) initially, the period commencing on the borrowing or conversion date, as the case may be, with respect to such Eurocurrency Loan and ending one, two, three or six or (if available from all Lenders under the relevant Facility) nine or twelve months (or such other period acceptable to all such Lenders) thereafter, as selected by the Borrower in its notice of borrowing or notice of continuation or conversion, as the case may be, given with respect thereto; and (b) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to such Eurocurrency Loan and ending one, two, three or six or (with the consent of each affected Lender under the relevant Facility) nine or twelve months (or such other period acceptable to all such Lenders) thereafter, as selected by the Borrower by irrevocable notice to the Administrative Agent not later than 1:00 P.M., New York City time, on the date that is three Business Days prior to the last day of the then current Interest Period with respect thereto; provided that all of the foregoing provisions relating to Interest Periods are subject to the following:

(i) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;

(ii) any Interest Period that would otherwise extend beyond the scheduled Revolving Termination Date or beyond the date final payment is due on the Term Loans shall end on the Revolving Termination Date or such due date, as applicable; and

(iii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month.

"Investments": as defined in Section 7.7.

"Issuing Lenders": (a) Credit Suisse and (b) any other Revolving Lender from time to time designated by the Borrower, in its sole discretion, as an Issuing Lender with the consent of such other Revolving Lender.

"Joinder Agreement": an agreement substantially in the form of Exhibit H.

"L/C Commitment": $30,000,000.

"L/C Obligations": at any time, an amount equal to the sum of (a) the aggregate then undrawn and unexpired face amount of the then outstanding Letters of Credit and (b) the aggregate amount of drawings under Letters of Credit that have not then been reimbursed. The L/C Obligations of any Lender at any time shall be its Revolving Percentage of the total L/C Obligations at such time.

"L/C Participants": the collective reference to all the Revolving Lenders other than the applicable Issuing Lender.

"Lead Arrangers": Banc of America Securities LLC, Credit Suisse Securities (USA) LLC and Lehman Brothers Inc. in their capacity as joint lead arrangers and joint bookrunners.

"Lenders": as defined in the preamble hereto.

"Letters of Credit": as defined in Section 3.1(a).

"Lien": any mortgage, pledge, hypothecation, collateral assignment, encumbrance, lien (statutory or other), charge or other security interest or any other security agreement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing). For the avoidance of doubt, it is understood and agreed that the Borrower and any Restricted Subsidiary may, as part of its business, grant licenses to third parties to use Intellectual Property owned or developed by, or licensed to, such entity. For purposes of this Agreement and the other Loan Documents, such licensing activity, and licenses granted pursuant to the Merger Documents, shall not constitute a "Lien" on such Intellectual Property. Each of the Administrative Agent and each Lender understands that any such licenses may be exclusive to the applicable licensees, and such exclusivity provisions may limit the ability of the Administrative Agent to utilize, sell, lease, license or transfer the related Intellectual Property or otherwise realize value from such Intellectual Property pursuant hereto.

"Loan": any loan made by any Lender pursuant to this Agreement.

"Loan Documents": the collective reference to this Agreement, the Security Documents and the Notes (if any) and any amendment, waiver, supplement or other modification to any of the foregoing.

"Loan Parties": Holdings, the Borrower and each Subsidiary Guarantor.

"Majority Facility Lenders": with respect to any Facility, the holders of more than 50% of the aggregate unpaid principal amount of the Tranche A Term Loans, Tranche B Term Loans, New Loans or the Revolving Extensions of Credit, as the case may be, outstanding under such Facility (or (i) in the case of the Revolving Facility, prior to any termination of the Revolving Commitments under such Facility, the holders of more than 50% of the Revolving Commitments under such Facility or (ii) in the case of any New Facility that is a revolving credit facility, prior to any termination of the New Loan Commitments under such Facility, the holders of more than 50% of the New Loan Commitments under such Facility); provided, however, that determinations of the "Majority Facility Lenders" shall exclude any Commitments or Loans held by the Carlyle Fund.

"Majority Revolving Facility Lenders": the Majority Facility Lenders in respect of the Revolving Facility.

"Majority Tranche A Term Facility Lenders": the Majority Facility Lenders in respect of the Tranche A Term Facility.

"Majority Tranche B Term Facility Lenders": the Majority Facility Lenders in respect of the Tranche B Term Facility.

"Management Agreement": the Management Agreement, by and between Explorer Holding Corporation, the Borrower and TC Group V, L.L.C., as in effect on the Closing Date and as modified from time to time with the consent of the Administrative Agent (which consent shall not be unreasonably withheld or delayed).

"Mandatory Prepayment Date": as defined in Section 2.12(e).

"Material Adverse Effect": a material adverse effect on (a) the business, operations, assets, financial condition or results of operations of the Borrower and its Restricted Subsidiaries, taken as a whole, or (b) the material rights and remedies available to the Administrative Agent and the Lenders, taken as a whole, under the Loan Documents.

"Material Real Property": any Real Property located in the United States and owned in fee by a Loan Party on the Closing Date having an estimated fair market value (in the good faith judgment of such Loan Party) exceeding $2,000,000 and any after-acquired Real Property located in the United States owned by a Loan Party having a gross purchase price exceeding $2,000,000 at the time of acquisition.

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

"Materials of Environmental Concern": any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products, polychlorinated biphenyls, urea-formaldehyde insulation,

asbestos, pollutants, contaminants, radioactivity and any other substances that are defined as hazardous or toxic under any Environmental Law, that are regulated pursuant to any Environmental Law.

"Merger Agreement": the Agreement and Plan of Merger, dated as of May 15, 2008, by and among, Holdings, the Company, Explorer Holding Corporation, the Initial Borrower and Booz & Company Inc.

"Merger Documents": collectively, the Merger Agreement, the Spin Off Agreement, and all schedules, exhibits, annexes and amendments thereto (including the execution versions of any agreements that are exhibits or annexes thereto), in each case, as amended, supplemented or otherwise modified from time to time.

"Merger Transactions": the transactions contemplated by the Merger Documents.

"Mezzanine Facility Indebtedness": Indebtedness incurred under the Mezzanine Loan Facility.

"Mezzanine Loan Agreement": the Mezzanine Credit Agreement, dated as of July 31, 2008, among the Borrower, the lenders from time to time parties thereto, Credit Suisse, as administrative agent, and Credit Suisse Securities (USA) LLC, Banc of America Securities LLC and Lehman Brothers Inc., as joint lead arrangers and joint bookrunners, as such agreement may be amended, supplemented or otherwise modified from time to time or refunded, refinanced, restructured, replaced, renewed, repaid, increased or extended from time to time to the extent not prohibited by this Agreement (whether in whole or in part, whether with the original administrative agent and lenders or other agents and lenders or otherwise, and whether provided under the original Mezzanine Loan Agreement or other credit agreements, indentures or otherwise, unless such agreement or instrument expressly provides that it is not intended to be and is not a Mezzanine Loan Agreement hereunder).

"Mezzanine Loan Documents": the Loan Documents as defined in the Mezzanine Loan Agreement or any other documentation evidencing any Mezzanine Loan Facility, as the same may be amended, supplemented or otherwise modified, extended, renewed, refinanced or replaced from time to time to the extent not prohibited by this Agreement.

"Mezzanine Loan Facility": the collective reference to the Mezzanine Loan Agreement, any Mezzanine Loan Documents, any notes issued pursuant thereto and any guarantee agreement, and other instruments and documents executed and delivered pursuant to or in connection with any of the foregoing, in each case as the same may be amended, supplemented or otherwise modified from time to time, or refunded, refinanced, restructured, replaced, renewed, repaid, increased or extended from time to time (whether in whole or in part, whether with the original agent and lenders or other agents and lenders or otherwise, and whether provided under the original Mezzanine Loan Agreement or other credit agreements, indentures or otherwise, unless such agreement expressly provides that it is not intended to be and is not a Mezzanine Loan Facility hereunder).

"Mezzanine Loans": the loans made pursuant to the Mezzanine Loan Agreement.

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

"Mortgaged Properties": all Real Property that shall be subject to a Mortgage that is delivered pursuant to the terms of this Agreement.

"Mortgage": any mortgage, deed of trust, hypothec, assignment of leases and rents or other similar document delivered on or after the Closing Date by any Loan Party in favor of, or for the benefit of, the Collateral Agent for the benefit of the Secured Parties, with respect to Mortgaged Properties, each substantially in form and substance reasonably acceptable to the Administrative Agent and the Borrower (taking into account the law of the jurisdiction in which such mortgage, deed of trust, hypothec or similar document is to be recorded), as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

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

"Net Cash Proceeds": (a) in connection with any Asset Sale or any Recovery Event, the proceeds thereof in the form of cash, Cash Equivalents and Permitted Liquid Investments (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received) received by any Loan Party, net of (i) attorneys' fees, accountants' fees, investment banking fees, consulting fees, amounts required to be applied to the repayment of Indebtedness secured by a Lien expressly permitted hereunder on any asset which is the subject of such Asset Sale or Recovery Event (other than any Lien pursuant to a Security Document) and other customary fees and expenses actually incurred by any Loan Party in connection therewith; (ii) taxes paid or reasonably estimated to be payable by any Loan Party as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements); (iii) the amount of any reasonable reserve established in accordance with GAAP against any liabilities (other than any taxes deducted pursuant to clause (ii) above) (A) associated with the assets that are the subject of such event and (B) retained by the Borrower or any of the Restricted Subsidiaries, provided that the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Cash Proceeds of such event occurring on the date of such reduction and (iv) the pro rata portion of the Net Cash Proceeds thereof (calculated without regard to this clause (iv)) attributable to minority interests and not available for distribution to or for the account of the Borrower or any Domestic Subsidiary as a result thereof and (b) in connection with any Equity Issuance or other issuance or sale of debt securities or instruments or the incurrence of Funded Debt, the cash proceeds received from such issuance or incurrence, net of attorneys' fees, investment banking fees, accountants' fees, consulting fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith.

"New Facility": as defined in the definition of "Facility".

"New Lender": as defined in Section 2.25.

"New Loan Commitments": as defined in Section 2.25.

"New Loans": any loan made by any New Lender pursuant to this Agreement.

"New Revolving Loans": as defined in Section 2.25.

"New Subsidiary": as defined in Section 7.2(t).

"New Term Lender": a Lender that has a New Term Loan.

"New Term Loans": as defined in Section 2.25.

"Non-Excluded Subsidiary": any Subsidiary of the Borrower which is not an Excluded Subsidiary.

"Non-Excluded Taxes": as defined in Section 2.20(a).

"Non-Guarantor Subsidiary": any Subsidiary of the Borrower which is not a Subsidiary Guarantor.

"Non-Recourse Debt": Indebtedness (a) with respect to which no default would permit (upon notice, lapse of time or both) any holder of any other Indebtedness of Holdings, the Borrower or any of its Restricted Subsidiaries to declare a default on such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity and (b) as to which the lenders or holders thereof will not have any recourse to the capital stock or assets of Holdings, the Borrower or any of its Restricted Subsidiaries.

"Non-US Lender": as defined in Section 2.20(d).

"Note": any promissory note evidencing any Loan, which promissory note shall be in the form of Exhibit J-1, Exhibit J-2 or Exhibit J-3, as applicable, or such other form as agreed upon by the Administrative Agent and the Borrower.

"Obligations": the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Loans and Reimbursement Obligations and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed or allowable in such proceeding) the Loans, the Reimbursement Obligations and all other obligations and liabilities of the Borrower to the Administrative Agent, the Collateral Agent or to any Lender (or, in the case of Specified Hedge Agreements or Cash Management Obligations of the Borrower or any of its Subsidiaries to the Administrative Agent, the Collateral Agent, any Lender or any affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, in each case, which may arise under, out of, or in connection with, this Agreement, any other Loan Document, the Letters of Credit, any Specified Hedge Agreement or Cash Management Obligations or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all fees, charges and disbursements of counsel to the Administrative Agent or any Lender that are required to be paid by the Borrower pursuant hereto) or otherwise; provided that (a) obligations of the Borrower or any of the Subsidiary Guarantors under any Specified Hedge Agreement or any Cash Management Obligations shall be secured and guaranteed pursuant to the Security Documents only to the extent that, and for so long as, the other Obligations are so secured and guaranteed and (b) any release of Collateral or Guarantors effected in the manner permitted by this Agreement shall not require the consent of holders of obligations under Specified Hedge Agreements or Cash Management Obligations.

"Offer": as defined in Section 2.11(c)(i).

"Offer Loans": as defined in Section 2.11(c)(i).

"Other Taxes": any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the

execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"Parent Company": any direct or indirect parent of Holdings.

"Participant": as defined in Section 10.6(c).

"Payment Amount": as defined in Section 3.5.

"PBGC": the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

"Permitted Acquisition": (a) any acquisition (including, if applicable, in the case of any Intellectual Property, by way of license) approved by the Required Lenders, (b) any acquisition made solely with the Net Cash Proceeds of any substantially concurrent Equity Issuance or capital contribution (other than Disqualified Capital Stock) or (c) any acquisition of a majority controlling interest in the Capital Stock, or all or substantially all of the assets, of any Person, or of all or substantially all of the assets constituting a division, product line or business line of any Person (each, an "Acquisition"), if such Acquisition described in this clause (c) complies with the following criteria:

(a) no Event of Default shall be in effect immediately prior or after giving effect to such Acquisition; and

(b) if the total consideration (other than any equity consideration) in respect of such Acquisition exceeds $10,000,000, the Borrower shall have delivered to the Administrative Agent a certificate of the Borrower signed by a Responsible Officer to such effect, together with all relevant financial information for such Subsidiary or asset to be acquired reasonably requested by the Administrative Agent prior to such acquisition to the extent available.

"Permitted Business": the Business and any services, activities or businesses incidental or directly related or similar to any line of business engaged in by the Borrower and its Subsidiaries as of the Closing Date or any business activity that is a reasonable extension, development or expansion thereof or ancillary thereto.

"Permitted Investors": the collective reference to the Sponsor and its Affiliates (but excluding any operating portfolio companies of the foregoing), the members of management of Holdings and its Subsidiaries that have ownership interests in Holdings as of the Closing Date, and the directors of Holdings and its Subsidiaries or any Parent Company on, or as of no later than 60 days following, the Closing Date.

"Permitted Liquid Investments": (a) securities issued or directly and fully and unconditionally guaranteed or insured by the United States government or any agency or instrumentality thereof the securities of which are unconditionally guaranteed as a full faith and credit obligation of such government with maturities of 24 months or less from the date of acquisition, (b) certificates of deposit, time deposits and eurodollar time deposits with maturities of 24 months or less from the date of acquisition, bankers' acceptances with maturities not exceeding 24 months and overnight bank deposits, in each case, with any domestic commercial bank having capital and surplus in excess of $250,000,000, (c) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clauses (a) and (b) above entered into with any financial institution meeting the qualifications specified in clause (b) above, (d) commercial paper having a rating of at least A-1 from S&P or P-1 from

Moody's (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another rating agency) and maturing within 24 months after the date of acquisition and Indebtedness and Preferred Stock issued by Persons with a rating of "A" or higher from S&P or "A2" or higher from Moody's with maturities of 24 months or less from the date of acquisition, (e) readily marketable direct obligations issued by any state of the United States or any political subdivision thereof having one of the two highest rating categories obtainable from either Moody's or S&P with maturities of 24 months or less from the date of acquisition, (f) marketable short-term money market and similar securities having a rating of at least P-1 or A-1 from Moody's or S&P, respectively (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another rating agency) and in each case maturing within 24 months after the date of creation or acquisition thereof, (g) Investments with average maturities of 12 months or less from the date of acquisition in money market funds rated AA- (or the equivalent thereof) or better by S&P or Aa3 (or the equivalent thereof) or better by Moody's, (h) instruments equivalent to those referred to in clauses (a) through (g) above denominated in euro or pound sterling or any other foreign currency comparable in credit quality and tenor to those referred to above and customarily used by corporations for cash management purposes in any jurisdiction outside the United States to the extent reasonably required in connection with any business conducted by any Restricted Subsidiary organized in such jurisdiction including, without limitation, certificates of deposit or bankers' acceptances of, and bank deposits with, any bank organized under the laws of any country that is a member of the European Economic Community or Canada or any subdivision thereof, whose short-term commercial paper rating from S&P is at least A-1 or the equivalent thereof or from Moody's is at least P-1 or the equivalent thereof, in each case with maturities of not more than 24 months from the date of acquisition and (i) investment in funds which invest substantially all of their assets in Cash Equivalents of the kinds described in clauses (a) through (h) of this definition.

"Permitted Refinancings": with respect to any Person, refinancings, replacements, modifications, refundings, renewals or extensions of Indebtedness provided that (a) there is no increase in the principal amount (or accrued value) thereof (excluding accrued interest, fees, discounts, premiums and expenses), (b) the weighted average life to maturity of such Indebtedness is greater than or equal to the shorter of (i) the weighted average life to maturity of the Indebtedness being refinanced and (ii) the weighted average life to maturity that would result if all payments of principal on the Indebtedness being refinanced that were due on or after the date that is one year following the Tranche B Term Maturity Date were instead due one year following the Tranche B Term Maturity Date, (c) if the Indebtedness being refinanced, refunded, modified, renewed or extended is subordinated in right of payment to the Obligations, such refinancing, refunding, modification, renewal or extension is subordinated in right of payment to the Obligations (A) on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being refinanced, refunded, modified, renewed or extended, (B) on terms consistent with the then-prevailing market terms for subordination of comparable Indebtedness or (C) on terms to which the Administrative Agent shall agree, (d) the terms and conditions (including, if applicable, as to collateral) of any such refinanced, refunded, modified, renewed or extended Indebtedness are not materially less favorable to the Lenders than the terms and conditions of the Indebtedness being modified, refinanced, refunded, renewed or extended, (e) no Default or Event of Default shall have occurred and be continuing at the time thereof or no Default or Event of Default would result from any such refinancing, refunding, modification, renewal or extension and (f) with respect to any such Indebtedness that is secured, neither the Borrower nor any Restricted Subsidiary shall be an obligor or guarantor of any such refinancings, replacements, refundings, renewals or extensions except to the extent that such Person was such an obligor or guarantor in respect of the applicable Indebtedness being modified, refinanced, refunded, renewed or extended.

"Permitted Subordinated Indebtedness": unsecured, senior subordinated or subordinated Indebtedness of the Borrower or any Restricted Subsidiary (including guarantees thereof by the Borrower

or any Guarantor, as applicable), provided that (a) no scheduled principal payments, mandatory prepayments, redemptions or sinking fund payments of any Permitted Subordinated Indebtedness shall be required prior to the date at least 180 days following the Tranche B Term Maturity Date (or, such later date that is the latest final maturity date of any incremental extensions of credit hereunder) (other than customary offers to purchase upon a change of control, asset sale, customary acceleration rights upon an event of default and AHYDO Payments), (b) the covenants and events of default of such Permitted Subordinated Indebtedness (i) shall be, taken as a whole, customary for Indebtedness of a similar nature as such Permitted Subordinated Indebtedness or (ii) shall otherwise not have been objected to by the Administrative Agent, after the Administrative Agent shall have been afforded a period of five Business Days to review such terms of such Permitted Subordinated Indebtedness, (c) the terms of subordination applicable to any Permitted Subordinated Indebtedness shall be (i) taken as a whole, customary for unsecured subordinated high yield debt securities issued by any Affiliates of the Sponsor or (ii) shall otherwise not have been objected to by the Administrative Agent, after the Administrative Agent shall have been afforded a period of five Business Days to review such terms of such Permitted Subordinated Indebtedness and (d) no Default or Event of Default shall have occurred and be continuing at the time of incurrence of such Indebtedness or would result therefrom.

"Person": an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Plan": at a particular time, any employee benefit plan as defined in Section 3(3) of ERISA and in respect of which Holdings, the Borrower or any of its Restricted Subsidiaries is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA, including a Multiemployer Plan.

"Pledged Securities": as defined in the Guarantee and Collateral Agreement.

"Pledged Stock": as defined in the Guarantee and Collateral Agreement.

"Prepayment Option Notice": as defined in Section 2.12(e).

"Pricing Grid": the table set forth below:

Consolidated Total Leverage Ratio	Applicable Margin for Tranche A Term Loans that are Eurocurrency Loans	Applicable Margin for Tranche A Term Loans that are ABR Loans	Applicable Margin for Revolving Loans that are Eurocurrency Loans	Applicable Margin for Revolving Loans that are ABR Loans and Swingline Loans	Applicable Commitment Fee Rate
³ 4.00:1.00	4.00%	3.00%	4.00%	3.00%	
< 4.00:1.00	3.75%	2.75%	3.75%	2.75%	
³ 3.50:1.00					0.500%
< 3.50:1.00					0.375%

Changes in the Applicable Margin with respect to Loans or the Applicable Commitment Fee Rate resulting from changes in the Consolidated Total Leverage Ratio shall become effective on the date on which financial statements are delivered to the Lenders pursuant to Section 6.1 and shall remain in effect until the next change to be effected pursuant to this paragraph. If any financial statements referred to above are not delivered within the time periods specified in Section 6.1, then, at the option of (and upon the delivery of notice (telephonic or otherwise) by) the Administrative Agent or the Required Lenders, until such financial statements are delivered, the Consolidated Total Leverage Ratio as at the end of the fiscal period that would have been covered thereby shall for the purposes of this definition be deemed to be greater than 4.00 to 1.00. In addition, at all times while an Event of Default set forth in Section 8.1(a) or 8.1(f) shall have occurred and be continuing, the Consolidated Total Leverage Ratio shall for the purposes of the Pricing Grid be deemed to be greater than 4.00 to 1.00.

"Prime Rate": as defined in the definition of "ABR".

"Property": any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including, without limitation, Capital Stock.

"Public Company Costs": costs relating to compliance with the provisions of the Securities Act and the Exchange Act, as applicable to companies with equity or debt securities held by the public, the rules of national securities exchange companies with listed equity or debt securities, directors' compensation, fees and expense reimbursement, costs relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors and officers' insurance and other executive costs, legal and other professional fees, and listing fees.

"Qualified Capital Stock": any Capital Stock that is not Disqualified Capital Stock.

"Rate Determination Notice": as defined in Section 2.22.

"Ratio Calculation Date": as defined in Section 1.3(a).

"Real Property": collectively, all right, title and interest of the Borrower or any other Subsidiary in and to any and all parcels of real property owned or operated by the Borrower or any other Subsidiary together with all improvements and appurtenant fixtures, easements and other property and rights incidental to the ownership, lease or operation thereof.

"Recovery Event": any settlement of or payment in respect of any Property or casualty insurance claim or any condemnation proceeding relating to any asset of the Borrower or any Domestic Subsidiary that is a Restricted Subsidiary, in an amount for each such event exceeding $1,000,000.

"Reference Period": the period of four fiscal quarters most recently ended immediately prior to the date of any specified event for which financial statements have been delivered pursuant to Section 6.1.

"Refinanced Term Loans": as defined in Section 10.1.

"Refinancing": the repayment of certain existing Indebtedness of the Company on the Closing Date.

"Refunded Swingline Loans": as defined in Section 2.7(b).

"Register": as defined in Section 10.6(b)(iv).

"Regulation U": Regulation U of the Board as in effect from time to time.

"Reimbursement Obligation": the obligation of the Borrower to reimburse an Issuing Lender pursuant to Section 3.5 for amounts drawn under Letters of Credit issued by such Issuing Lender.

"Reinvestment Deferred Amount": with respect to any Reinvestment Event, the aggregate Net Cash Proceeds received by any Loan Party for its own account in connection therewith that are not applied to prepay the Term Loans pursuant to Section 2.12 as a result of the delivery of a Reinvestment Notice.

"Reinvestment Event": any Asset Sale or Recovery Event in respect of which a Loan Party has delivered a Reinvestment Notice.

"Reinvestment Notice": a written notice signed on behalf of any Loan Party by a Responsible Officer stating that such Loan Party (directly or indirectly through a Subsidiary) intends and expects to use all or a specified portion of the Net Cash Proceeds of an Asset Sale or Recovery Event to acquire assets or make investments useful in the Business.

"Reinvestment Prepayment Amount": with respect to any Reinvestment Event, the Reinvestment Deferred Amount relating thereto less any amount contractually committed by the applicable Loan Party (directly or indirectly through a Subsidiary) to be expended prior to the relevant Reinvestment Prepayment Date (a "Committed Reinvestment Amount"), or actually expended prior to such date, in each case to acquire assets or make investments useful in the Business.

"Reinvestment Prepayment Date": with respect to any Reinvestment Event, the earlier of (i) the date occurring 12 months after such Reinvestment Event and (ii) with respect to any portion of a Reinvestment Deferred Amount, the date on which any Loan Party shall have determined not to acquire assets or make investments useful in the Business with such portion of such Reinvestment Deferred Amount.

"Related Business Assets": assets (other than cash, Cash Equivalents or Permitted Liquid Investments) used or useful in a Permitted Business; provided that any assets received by the Borrower or a Restricted Subsidiary in exchange for assets transferred by the Borrower or a Restricted Subsidiary shall not be deemed to be Related Business Assets if they consist of securities of a Person, unless upon receipt of the securities of such Person, such Person would become a Restricted Subsidiary.

"Release": any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment or within or upon any building, structure or facility.

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

"Replacement Term Loans": as defined in Section 10.1.

"Reportable Event": any of the events set forth in Section 4043(c) of ERISA, other than those events as to which the thirty day notice period is waived by the PBGC in accordance with the regulations thereunder.

"Representatives": as defined in Section 10.14.

"Repricing Transaction": any prepayment of the Tranche B Term Loans using proceeds of Indebtedness incurred by the Borrower or one or more Subsidiaries from a substantially concurrent issuance or incurrence of secured, syndicated term loans, including, without limitation, by way of Replacement Loans incurred pursuant to Section 10.1(d), provided by one or more banks, financial institutions or other Persons for which the interest rate payable thereon (disregarding any performance or ratings based pricing grid that could result in a lower interest rate based on future performance) is lower than the Eurocurrency Rate on the date of such optional prepayment plus the Applicable Margin with respect to the Tranche B Term Loans on the date of such optional prepayment, provided that the primary purpose of such prepayment is to refinance Tranche B Term Loans at a lower interest rate.

"Required Lenders": at any time, the holders of more than 50% of (a) until the Closing Date, the Commitments then in effect and (b) thereafter, the sum of (i) the aggregate unpaid principal amount of the Term Loans then outstanding, (ii) the Revolving Commitments then in effect or, if the Revolving Commitments have been terminated, the Revolving Extensions of Credit then outstanding and (iii) the New Loan Commitments then in effect in respect of any New Facility that is a revolving credit facility or, if such New Loan Commitments have been terminated, the New Revolving Loans then outstanding; provided, however, that determinations of the "Required Lenders" shall exclude any Commitments or Loans held by the Carlyle Fund.

"Required Prepayment Lenders": the holders of more than 50% of the aggregate unpaid principal amount of the Tranche A Term Loans and the Tranche B Term Loans.

"Requirement of Law": as to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

"Responsible Officer": the chief executive officer, president, chief financial officer (or similar title) controller or treasurer (or similar title) of Holdings or the Borrower, as applicable, or (with respect to Section 6.7) any Restricted Subsidiary and, with respect to financial matters, the chief financial officer (or similar title), controller or treasurer (or similar title) of Holdings or the Borrower, as applicable.

"Restricted Payments": as defined in Section 7.6.

"Restricted Subsidiary": any Subsidiary of the Borrower which is not an Unrestricted Subsidiary.

"Revolving Commitment Period": the period from and including the Closing Date to the Revolving Termination Date.

"Revolving Commitments": as to any Revolving Lender, the obligation of such Lender, if any, to make Revolving Loans and participate in Swingline Loans and Letters of Credit in an aggregate principal and/or face amount not to exceed the amount set forth under the heading "Revolving

Commitment" opposite such Lender's name on Schedule 2.1, or, as the case may be, in the Assignment and Assumption pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof. The original aggregate amount of the Revolving Commitments is $100,000,000.

"Revolving Extensions of Credit": as to any Revolving Lender at any time, an amount equal to the sum of, without duplication (a) the aggregate principal amount of all Revolving Loans held by such Lender then outstanding, (b) such Lender's Revolving Percentage of the L/C Obligations then outstanding and (c) such Lender's Revolving Percentage of the aggregate principal amount of Swingline Loans then outstanding.

"Revolving Facility": as defined in the definition of "Facility".

"Revolving Lender": each Lender that has a Revolving Commitment or that holds Revolving Loans.

"Revolving Loans": as defined in Section 2.4(a).

"Revolving Percentage" as to any Revolving Lender at any time, the percentage which such Lender's Revolving Commitment then constitutes of the aggregate Revolving Commitments or, at any time after the Revolving Commitments shall have expired or terminated, the percentage which such Revolving Lender's Revolving Extensions of Credit then outstanding constitutes of the aggregate Revolving Extensions of Credit then outstanding.

"Revolving Termination Date": the sixth anniversary of the Closing Date.

"S&P": Standard & Poor's Ratings Group, Inc., or any successor to the rating agency business thereof.

"Screen": the relevant display page for the Eurocurrency Base Rate (as reasonably determined by the Administrative Agent) on the Bloomberg Information Service or any successor thereto; provided that if the Administrative Agent determines that there is no such relevant display page or otherwise in Bloomberg for the Eurocurrency Base Rate, "Screen" means such other comparable publicly available service for displaying the Eurocurrency Base Rate (as reasonably determined by the Administrative Agent).

"SEC": the Securities and Exchange Commission (or successors thereto or an analogous Governmental Authority).

"Secured Parties": collectively, the Lenders, the Administrative Agent, the Collateral Agent, the Swingline Lender, any Issuing Lender, any other holder from time to time of any of the Obligations and, in each case, their respective successors and permitted assigns.

"Securities Act": the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Security": as defined in the Guarantee and Collateral Agreement.

"Security Documents": the collective reference to the Guarantee and Collateral Agreement and all other security documents (including any Mortgages) hereafter delivered to the

Administrative Agent or the Collateral Agent purporting to grant a Lien on any Property of any Loan Party to secure the Obligations.

"Single Employer Plan": any Plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA and in respect of which any Loan Party or any Commonly Controlled Entity is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Solvent": with respect to any Person, as of any date of determination, (a) the amount of the "present fair saleable value" of the assets of such Person will, as of such date, exceed the amount of all "liabilities of such Person, contingent or otherwise", as of such date, as such quoted terms are determined in accordance with applicable federal and state laws governing determinations of the solvency of debtors, (b) the present fair saleable value of the assets of such Person will, as of such date, be greater than the amount that will be required to pay the liability of such Person on its debts as such debts become absolute and matured, (c) such Person will not have, as of such date, an unreasonably small amount of capital with which to conduct its business and (d) such Person will be able to pay its debts as they mature. For purposes of this definition, (i) "debt" means liability on a "claim", (ii) "claim" means any (x) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (y) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured or unmatured, disputed, undisputed, secured or unsecured and (iii) except as otherwise provided by applicable law, the amount of "contingent liabilities" at any time shall be the amount thereof which, in light of all the facts and circumstances existing at such time, can reasonably be expected to become actual or matured liabilities.

"Special Purpose Entity": Booz Allen Hamilton Intellectual Property Holdings, LLC or any other Person formed or organized primarily for the purpose of holding trademarks, service marks, trade names, logos, slogans and/or internet domain names containing the mark "Booz" without the names "Allen" or "Hamilton" and licensing such marks to Booz & Company Inc. and its affiliates.

"Specified Equity Contribution": as defined in Section 8.2.

"Specified Hedge Agreement": any Hedge Agreement (a) entered into by (i) the Borrower or any Subsidiary Guarantor and (ii) any Lender or any affiliate thereof at the time such Hedge Agreement was entered into, as counterparty and (b) that has been designated by such Lender and the Borrower, by notice to the Administrative Agent, as a Specified Hedge Agreement. The designation of any Hedge Agreement as a Specified Hedge Agreement shall not create in favor of the Lender or affiliate thereof that is a party thereto any rights in connection with the management or release of any Collateral or of the obligations of any Guarantor under the Guarantee and Collateral Agreement. For the avoidance of doubt, all Hedge Agreements in existence on the Closing Date between the Borrower or any Subsidiary Guarantor and any Lender shall constitute Specified Hedge Agreements.

"Specified Representations": (a) the representations made by the Company in the Merger Agreement as are material to the interests of the Lenders, but only to the extent that the Borrower has the right to terminate its obligations under the Merger Agreement as a result of the breach of such representations and (b) the representations and warranties set forth in Sections 4.2(a), 4.4(a), 4.4(c), 4.11 and 4.13.

"Spin Off Agreement": the Spin Off Agreement, dated as of May 15, 2008, by and among the Company, Booz & Company Holdings, LLC, Booz & Company Inc., Booz & Company Intermediate I Inc. and Booz & Company Intermediate II Inc.

"Sponsor": The Carlyle Group and any Affiliates thereof (but excluding any operating portfolio companies of the foregoing).

"Subsidiary": as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the Board of Directors of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person; provided that any joint venture that is not required to be consolidated with the Borrower and its consolidated Subsidiaries in accordance with GAAP shall not be deemed to be a "Subsidiary" for purposes hereof. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a direct or indirect Subsidiary or Subsidiaries of the Borrower.

"Subsidiary Guarantors": (a) each Subsidiary other than any Excluded Subsidiary and (b) any other Subsidiary of the Borrower that is a party to the Guarantee and Collateral Agreement.

"Surviving Borrower": as defined in the preamble hereto.

"Swingline Commitment": the obligation of the Swingline Lender to make Swingline Loans pursuant to Section 2.6 in an aggregate principal amount at any one time outstanding not to exceed $40,000,000.

"Swingline Lender": (a) Credit Suisse, in its capacity as the lender of Swingline Loans or (b) upon the resignation of Credit Suisse as a Swingline Lender, any Revolving Lender from time to time designated by the Borrower, in its sole discretion, as the Swingline Lender (with the consent of such other Revolving Lender).

"Swingline Loans": as defined in Section 2.6(a).

"Swingline Participation Amount": as defined in Section 2.7(c).

"Syndication Agent": as defined in the preamble hereto.

"Taxes": all present and future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Lenders": the collective reference to the Tranche A Term Lenders and the Tranche B Term Lenders.

"Term Loans": the collective reference to the Tranche A Term Loans, the Tranche B Term Loans and the New Term Loans, if any.

"Test Period": on any date of determination, the period of four consecutive fiscal quarters of the Borrower (in each case taken as one accounting period) most recently ended on or prior to such date for which financial statements have been or are required to be delivered pursuant to Section 6.1.

"Tranche": as defined in Section 2.25.

"Tranche A Term Commitment": as to any Lender, the obligation of such Lender, if any, to make a Tranche A Term Loan to the Borrower in a principal amount not to exceed the amount set forth under the heading "Tranche A Term Commitment" opposite such Lender's name on Schedule 2.1, or, as the case may be, in the Assignment and Assumption pursuant to which such Lender became a party hereto. The original aggregate amount of the Tranche A Term Commitments is $125,000,000.

"Tranche A Term Facility": as defined in the definition of "Facility".

"Tranche A Term Lender": each Lender that has a Tranche A Term Commitment or that holds a Tranche A Term Loan.

"Tranche A Term Loan": as defined in Section 2.1.

"Tranche A Term Maturity Date": the sixth anniversary of the Closing Date.

"Tranche A Term Percentage": as to any Tranche A Term Lender at any time on the Closing Date (but prior to the initial funding of the Tranche A Term Loans), the percentage which the sum of such Lender's Tranche A Term Commitments then constitutes of the aggregate Tranche A Term Commitments (or, at any time after the Closing Date, the percentage which the aggregate principal amount of such Lender's Tranche A Term Loans then outstanding constitutes of the aggregate principal amount of the Tranche A Term Loans then outstanding).

"Tranche B Prepayment Amount": as defined in Section 2.12(e).

"Tranche B Term Commitment": as to any Lender, the obligation of such Lender, if any, to make a Tranche B Term Loan to the Borrower in a principal amount not to exceed the amount set forth under the heading "Tranche B Term Commitment" opposite such Lender's name on Schedule 2.1, or, as the case may be, in the Assignment and Assumption pursuant to which such Lender became a party hereto. The original aggregate amount of the Tranche B Term Commitments is $585,000,000.

"Tranche B Term Facility": as defined in the definition of "Facility".

"Tranche B Term Lender": each Lender that has a Tranche B Term Commitment or that holds a Tranche B Term Loan.

"Tranche B Term Loan": as defined in Section 2.1.

"Tranche B Term Maturity Date": the seventh anniversary of the Closing Date.

"Tranche B Term Percentage": as to any Tranche B Term Lender at any time on the Closing Date (but prior to the initial funding of the Tranche B Term Loans), the percentage which the sum of such Lender's Tranche B Term Commitments then constitutes of the aggregate Tranche B Term Commitments (or, at any time after the Closing Date, the percentage which the aggregate principal

amount of such Lender's Tranche B Term Loans then outstanding constitutes of the aggregate principal amount of the Tranche B Term Loans then outstanding).

"Transaction Documents": the Merger Documents, the Loan Documents and the Mezzanine Loan Documents.

"Transactions": (a) the transactions to occur pursuant to the Transaction Documents, (b) the Refinancing and (c) the Company Reorganization.

"Transferee": any Assignee or Participant.

"Trigger Date": as defined in Section 2.12(b).

"Type": as to any Loan, its nature as an ABR Loan or Eurocurrency Loan.

"United States": the United States of America.

"Unrestricted Subsidiary": (i) any Subsidiary of the Borrower designated as such and listed on Schedule 4.14 on the Closing Date and (ii) any Subsidiary of the Borrower that is designated by a resolution of the Board of Directors of the Borrower as an Unrestricted Subsidiary, but only to the extent that, in the case of each of clauses (i) and (ii), such Subsidiary: (a) has no Indebtedness other than Non-Recourse Debt; (b) is not party to any agreement, contract, arrangement or understanding with Holdings, the Borrower or any Restricted Subsidiary unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to Holdings, the Borrower or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of Holdings or the Borrower; (c) is a Person with respect to which neither Holdings, the Borrower nor any of the Restricted Subsidiaries has any direct or indirect obligation (x) to subscribe for additional Capital Stock or warrants, options or other rights to acquire Capital Stock or (y) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results; and (d) does not guarantee or otherwise provide credit support after the time of such designation for any Indebtedness of Holdings, the Borrower or any of its Restricted Subsidiaries, in the case of clauses (a), (b) and (c), except to the extent not otherwise prohibited by Section 7. If, at any time, any Unrestricted Subsidiary would fail to meet the foregoing requirements as an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary for purposes hereof. Subject to the foregoing, the Borrower may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary or any Restricted Subsidiary to be an Unrestricted Subsidiary; provided that (i) such designation shall only be permitted if no Default or Event of Default would be in existence following such designation and after giving effect to such designation the Borrower shall be in pro forma compliance with the financial covenants set forth in Section 7.1, (ii) any designation of an Unrestricted Subsidiary as a Restricted Subsidiary shall be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of any outstanding Indebtedness of such Unrestricted Subsidiary and (iii) any designation of a Restricted Subsidiary as an Unrestricted Subsidiary shall be deemed to be an Investment in an Unrestricted Subsidiary and shall reduce amounts available for Investments in Unrestricted Subsidiaries permitted by Section 7.7 in an amount equal to the fair market value of the Subsidiary so designated; provided that the Borrower may subsequently redesignate any such Unrestricted Subsidiary as a Restricted Subsidiary so long as the Borrower does not subsequently re-designate such Restricted Subsidiary as an Unrestricted Subsidiary for a period of the succeeding four fiscal quarters.

"US Lender": as defined in Section 2.20(e).

1.2 Other Definitional Provisions. (a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms relating to the Borrower and its Subsidiaries not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP, (ii) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", and (iii) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, supplemented, restated or otherwise modified from time to time.

(c) The words "hereof", "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Annex, Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The term "license" shall include sub-license. The term "documents" includes any and all documents whether in physical or electronic form.

The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

1.3 Pro Forma Calculations. Solely for purposes of determining whether any action is otherwise permitted to be taken hereunder, the Consolidated Total Leverage Ratio and Consolidated Net Interest Coverage Ratio shall be calculated as follows:

(a) In the event that the Borrower or any Restricted Subsidiary incurs, assumes, guarantees, redeems, retires or extinguishes any Indebtedness subsequent to the commencement of the period for which such ratio is being calculated but prior to or simultaneously with the event for which the calculation of such ratio is made (a "Ratio Calculation Date"), then such ratio shall be calculated giving pro forma effect to such incurrence, assumption, guarantee, redemption, retirement or extinguishment of Indebtedness as if the same had occurred at the beginning of the applicable four-quarter period.

(b) For purposes of making the computation referred to above, if any acquisitions, Dispositions or designations of Unrestricted Subsidiaries or Restricted Subsidiaries are made (or committed to be made pursuant to a definitive agreement) during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the relevant Ratio Calculation Date, Consolidated EBITDA shall be calculated on a pro forma basis, assuming that all such acquisitions, Dispositions and designations had occurred on the first day of the four-quarter reference period in a manner consistent, where applicable, with the pro forma adjustments set forth in clause (j) of and the last proviso of the first sentence of the definition of "Consolidated EBITDA". If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into the Borrower or any of its Restricted Subsidiaries since the beginning of such period shall have made any acquisition or Disposition, in each case with respect to a business or an operating unit of a business, that would have required adjustment pursuant to this provision, then such ratio shall be calculated giving pro forma effect

thereto for such period as if such acquisition or Disposition had occurred at the beginning of the applicable four-quarter period.

SECTION 2. AMOUNT AND TERMS OF COMMITMENTS

2.1 Term Commitments. Subject to the terms and conditions hereof, (a) each Tranche A Term Lender severally agrees to make a term loan (a "Tranche A Term Loan") in Dollars to the Borrower on the Closing Date in an amount which will not exceed the amount of the Tranche A Term Commitment of such Lender and (b) each Tranche B Term Lender severally agrees to make a term loan (a "Tranche B Term Loan") in Dollars to the Borrower on the Closing Date in an amount which will not exceed the amount of the Tranche B Term Commitment of such Lender. The Borrower and the Lenders acknowledge that the Term Loans funded on the Closing Date will be funded with original issue discount of 2%. Notwithstanding the foregoing, the aggregate outstanding principal amount of the Term Loans for all purposes of this Agreement and the other Loan Documents shall be the stated principal amount thereof outstanding from time to time. The Term Loans may from time to time be Eurocurrency Loans or ABR Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.2 and 2.13.

2.2 Procedure for Term Loan Borrowing. The Borrower shall give the Administrative Agent irrevocable written notice (which notice must be received by the Administrative Agent prior to 12:00 Noon, New York City time, one Business Day prior to the anticipated Closing Date) requesting that the Term Lenders make the Term Loans on the Closing Date and specifying the amount to be borrowed and the requested Interest Period, if applicable. Upon receipt of such notice the Administrative Agent shall promptly notify each Term Lender thereof. Not later than 11:00 A.M., New York City time, on the Closing Date each Term Lender shall make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to the Term Loan or Term Loans to be made by such Lender. The Administrative Agent shall credit the account designated in writing by the Borrower to the Administrative Agent with the aggregate of the amounts made available to the Administrative Agent by the Term Lenders in immediately available funds.

2.3 Repayment of Term Loans. (a) The Tranche A Term Loan of each Tranche A Term Lender shall be payable on each date set forth below in an amount set forth opposite such date (expressed as a percentage of the stated principal amount of the Tranche A Term Loans funded on the Closing Date) (as adjusted to reflect any prepayments thereof), with the remaining balance thereof payable on the Tranche A Term Maturity Date.

Date	Amount
December 31, 2008	1.25%
March 31, 2009	1.25%
June 30, 2009	1.25%
September 30, 2009	1.25%
December 31, 2009	2.50%
March 31, 2010	2.50%
June 30, 2010	2.50%
September 30, 2010	2.50%
December 31, 2010	2.50%
March 31, 2011	2.50%
June 30, 2011	2.50%
September 30, 2011	2.50%
December 31, 2011	3.75%
March 31, 2012	3.75%
June 30, 2012	3.75%
September 30, 2012	3.75%
December 31, 2012	5.00%
March 31, 2013	5.00%
June 30, 2013	5.00%
September 30, 2013	5.00%

(b) The Tranche B Term Loan of each Tranche B Term Lender shall be payable in equal consecutive quarterly installments, commencing on December 31, 2008, on the last Business Day of each March, June, September and December following the Closing Date in an amount equal to one quarter of one percent (0.25%) of the stated principal amount of the Tranche B Term Loans funded on the Closing Date (as adjusted to reflect any prepayments thereof), with the remaining balance thereof payable on the Tranche B Term Maturity Date.

2.4 Revolving Commitments. (a) Subject to the terms and conditions hereof, each Revolving Lender severally agrees to make revolving credit loans ("Revolving Loans") in Dollars to the Borrower from time to time during the Revolving Commitment Period in an aggregate principal amount at any one time outstanding which when added to such Lender's Revolving Percentage of the sum of (i) the L/C Obligations then outstanding and (ii) the aggregate principal amount of the Swingline Loans then outstanding, does not exceed the amount of such Lender's Revolving Commitment. During the Revolving Commitment Period, the Borrower may use the Revolving Commitments by borrowing, prepaying the Revolving Loans in whole or in part, and reborrowing, all in accordance with the terms and conditions hereof. The Revolving Loans may from time to time be Eurocurrency Loans or ABR Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.5 and 2.13.

(b) The Borrower shall repay all outstanding Revolving Loans made to it on the Revolving Termination Date.

2.5 Procedure for Revolving Loan Borrowing. The Borrower may borrow under the Revolving Commitments during the Revolving Commitment Period on any Business Day; provided that the Borrower shall give the Administrative Agent irrevocable written notice (which notice must be received by the Administrative Agent (i) in the case of Eurocurrency Loans, prior to 12:00 Noon, New York City time, three Business Days prior to the requested Borrowing Date or (ii) in the case of ABR

Loans, prior to 12:00 Noon, New York City time, one Business Day prior to the proposed Borrowing Date), specifying (x) the amount and Type of Revolving Loans to be borrowed, (y) the requested Borrowing Date and (z) in the case of Eurocurrency Loans, the respective amounts of each such Type of Loan and the respective lengths of the initial Interest Period therefor. The aggregate principal amount of all Revolving Loans made on the Closing Date shall not exceed $25,000,000 (which amount, for the avoidance of doubt, shall not include the face amount of any outstanding Letters of Credit). Each borrowing by the Borrower under the Revolving Commitments shall be in an amount equal to (x) in the case of ABR Loans, $1,000,000 or a whole multiple of $100,000 in excess thereof (or, if the then aggregate Available Revolving Commitments are less than $1,000,000, such lesser amount) and (y) in the case of Eurocurrency Loans, $1,000,000 or a whole multiple of $500,000 in excess thereof; provided that the Swingline Lender may request, on behalf of the Borrower, borrowings under the Revolving Commitments that are ABR Loans in other amounts pursuant to Section 2.7(a). Upon receipt of any such notice from the Borrower, the Administrative Agent shall promptly notify each Revolving Lender thereof. Each Revolving Lender will make the amount of its pro rata share of each borrowing available to the Administrative Agent for the account of the Borrower at the Funding Office prior to 11:00 A.M., New York City time, on the Borrowing Date requested by the Borrower in funds immediately available to the Administrative Agent. Such borrowing will then be made available to the Borrower by the Administrative Agent crediting the account designated in writing by the Borrower to the Administrative Agent with the aggregate of the amounts made available to the Administrative Agent by such Revolving Lenders and in like funds as received by the Administrative Agent. If no election as to the Type of a Revolving Loan is specified, then the requested Loan shall be an ABR Loan. If no Interest Period is specified with respect to any requested Eurocurrency Loan, the Borrower shall be deemed to have selected an Interest Period of one month's duration.

2.6 Swingline Commitment. (a) Subject to the terms and conditions hereof, the Swingline Lender agrees to make a portion of the credit otherwise available to the Borrower under the Revolving Commitments from time to time during the Revolving Commitment Period by making swing line loans ("Swingline Loans") in Dollars to the Borrower; provided that (i) the aggregate principal amount of Swingline Loans outstanding at any time shall not exceed the Swingline Commitment then in effect (provided that the Swingline Loans outstanding at any time, when aggregated with the Swingline Lenders' other outstanding Revolving Loans, may exceed the Swingline Commitment then in effect) and (ii) the Borrower shall not request, and the Swingline Lender shall not make, any Swingline Loan if, after giving effect to the making of such Swingline Loan, the aggregate amount of the Available Revolving Commitments under the Revolving Commitments would be less than zero. During the Revolving Commitment Period, the Borrower may use the Swingline Commitment by borrowing, repaying and reborrowing, all in accordance with the terms and conditions hereof. Swingline Loans shall be ABR Loans only.

(b) The Borrower shall repay to the Swingline Lender the then unpaid principal amount of each Swingline Loan on the Revolving Termination Date.

2.7 Procedure for Swingline Borrowing; Refunding of Swingline Loans. (a) Whenever the Borrower desires that the Swingline Lender make Swingline Loans it shall give the Swingline Lender and the Administrative Agent irrevocable written notice (which notice must be received by the Swingline Lender and the Administrative Agent not later than 12:00 Noon, New York City time, on the proposed Borrowing Date, specifying (i) the amount to be borrowed and (ii) the requested Borrowing Date (which shall be a Business Day during the Revolving Commitment Period). Each borrowing under the Swingline Commitment shall be in an amount equal to $500,000 or a whole multiple of $100,000 in excess thereof. Not later than 3:00 P.M., New York City time, on the Borrowing Date specified in a notice in respect of Swingline Loans, the Swingline Lender shall make available to the Administrative Agent at the Funding

Office an amount in immediately available funds equal to the amount of the Swingline Loan to be made by the Swingline Lender. The Administrative Agent shall make the proceeds of such Swingline Loan available to the Borrower on such Borrowing Date by depositing such proceeds in the account of the Borrower with the Administrative Agent or as otherwise directed by the Borrower on such Borrowing Date in immediately available funds.

(b) The Swingline Lender, at any time and from time to time in its sole and absolute discretion may, on behalf of the Borrower (which hereby irrevocably directs such Swingline Lender to act on its behalf), request each Revolving Lender to make, and each such Revolving Lender hereby agrees to make, a Revolving Loan, in an amount equal to such Revolving Lender's Revolving Percentage of the aggregate amount of the Swingline Loans (the "Refunded Swingline Loans") outstanding on the date of such notice, to repay such Swingline Lender. Each Revolving Lender shall make the amount of Revolving Loans available to the Administrative Agent at the Funding Office in immediately available funds on the date of such request or, if such request is made after 10:00 A.M., New York City time on any Business Day, not later than 10:00 A.M., New York City time, on the next Business Day. The proceeds of such Revolving Loans shall be immediately made available by the Administrative Agent to the Swingline Lender for application by the Swingline Lender to the repayment of the Refunded Swingline Loans.

(c) If prior to the time a Revolving Loan would have otherwise been made pursuant to Section 2.7(b), one of the events described in Section 8.1(f) shall have occurred and be continuing with respect to the Borrower or if for any other reason, as determined by the Swingline Lender in its sole discretion, Revolving Loans may not be made as contemplated by Section 2.7(b), each Revolving Lender shall, on the date such Revolving Loan was to have been made pursuant to the notice referred to in Section 2.7(b), purchase for cash an undivided participating interest in the then outstanding Swingline Loans by paying to the Swingline Lender an amount (the "Swingline Participation Amount") equal to (A) such Revolving Lender's Revolving Percentage times (B) the sum of the aggregate principal amount of Swingline Loans then outstanding that were to have been repaid with such Revolving Loans.

(d) Whenever, at any time after the Swingline Lender has received from any Revolving Lender such Lender's Swingline Participation Amount with respect to any Swingline Loans, the Swingline Lender receives any payment on account of such Swingline Loans, the Swingline Lender will distribute to such Lender its Swingline Participation Amount with respect thereto (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's participating interest was outstanding and funded and, in the case of principal and interest payments, to reflect such Lender's pro rata portion of such payment if such payment is not sufficient to pay the principal of and interest on all such Swingline Loans then due); provided, however, that in the event that such payment received by the Swingline Lender is required to be returned, such Lender will return to the Swingline Lender any portion thereof previously distributed to it by the Swingline Lender.

(e) Each Revolving Lender's obligation to make the Loans referred to in Section 2.7(b) and to purchase participating interests pursuant to Section 2.7(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any setoff, counterclaim, recoupment, defense or other right that such Revolving Lender or the Borrower may have against the Swingline Lender, the Borrower or any other Person for any reason whatsoever, (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Section 5, (iii) any adverse change in the condition (financial or otherwise) of the Borrower or any other Loan Party, (iv) any breach of this Agreement or any other Loan Document by the Borrower, any other Loan Party or any other Lender or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

2.8 Repayment of Loans. (a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of the appropriate Revolving Lender or Term Lender, as the case may be, (i) the then unpaid principal amount of each Revolving Loan of such Revolving Lender made to the Borrower outstanding on the Revolving Termination Date (or on such earlier date on which the Loans become due and payable pursuant to Section 8.1) and (ii) the principal amount of each outstanding Term Loan of such Term Lender made to the Borrower in installments according to the amortization schedule set forth in Section 2.3 (or on such earlier date on which the Loans become due and payable pursuant to Section 8.1). The Borrower hereby further agrees to pay interest on the unpaid principal amount of the Loans made to the Borrower from time to time outstanding from the date made until payment in full thereof at the rates per annum, and on the dates, set forth in Section 2.15.

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

(c) The Administrative Agent, on behalf of the Borrower, shall maintain the Register pursuant to Section 10.6(b)(iv), and a subaccount therein for each Lender, in which shall be recorded (i) the amount of each Loan made hereunder and any Note evidencing such Loan, the Type of such Loan and each Interest Period applicable thereto, (ii) the amount of any principal, interest and fees, as applicable, due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder from the Borrower and each Lender's share thereof.

(d) The entries made in the Register and the accounts of each Lender maintained pursuant to Section 2.8(c) shall, to the extent permitted by applicable law, be presumptively correct absent demonstrable error of the existence and amounts of the obligations of the Borrower therein recorded; provided, however, that the failure of the Administrative Agent or any Lender to maintain the Register or any such account, or any error therein, shall not in any manner affect the obligation of the Borrower to repay (with applicable interest) the Loans made to the Borrower by such Lender in accordance with the terms of this Agreement.

2.9 Commitment Fees, etc. (a) The Borrower agrees to pay to the Administrative Agent for the account of each Revolving Lender a commitment fee for the period from and including the Closing Date to the last day of the Revolving Commitment Period, computed at the Applicable Commitment Fee Rate on the average daily amount of the Available Revolving Commitment of such Lender during the period for which payment is made, payable quarterly in arrears on each Fee Payment Date; provided that (i) for purposes of calculating any fees owing in accordance with this Section 2.9(a), the Available Revolving Commitment for the Swingline Lender shall exclude any outstanding Swingline Loans and (ii) the Swingline Lender shall not be entitled to any commitment fee with respect to its Swingline Commitment separate from that to which it is entitled with respect to its Available Revolving Commitment; provided, further, that (i) any commitment fee accrued with respect to any of the Revolving Commitments of a Defaulting Lender during the period prior to the time such Lender became a Defaulting Lender and unpaid at such time shall not be payable by the Borrower so long as such Lender shall be a Defaulting Lender except to the extent that such commitment fee shall otherwise have been due and payable by the Borrower prior to such time and (ii) no commitment fee shall accrue on any of the Revolving Commitments of a Defaulting Lender so long as such Lender shall be a Defaulting Lender.

(b) The Borrower agrees to pay to the Administrative Agent the fees in the amounts and on the dates as set forth in any fee agreements with the Administrative Agent.

2.10 Termination or Reduction of Revolving Commitments. The Borrower shall have the right, upon not less than two Business Days' notice to the Administrative Agent, to terminate the Revolving Commitments or, from time to time, to reduce the amount of the Revolving Commitments; provided that no such termination or reduction of Revolving Commitments shall be permitted if, after giving effect thereto and to any prepayments of the Revolving Loans made on the effective date thereof, the total Revolving Extensions of Credit would exceed the total Revolving Commitments. Any such partial reduction shall be in an amount equal to $1,000,000, or a whole multiple of $500,000 in excess thereof, and shall reduce permanently the Revolving Commitments then in effect. Notwithstanding anything to the contrary contained in this Agreement, the Borrower may rescind any notice of termination under this Section 2.10 if such termination would have resulted from a refinancing of all of the Loans, which refinancing shall not be consummated or shall otherwise be delayed.

2.11 Optional Prepayments. (a) The Borrower may at any time and from time to time prepay the Revolving Loans, the Swingline Loans or the Term Loans, in whole or in part, without premium or penalty except as specifically provided in Section 2.11(b), upon irrevocable written notice delivered to the Administrative Agent no later than 12:00 Noon, New York City time, three Business Days prior thereto, in the case of Eurocurrency Loans, and no later than 12:00 Noon, New York City time, (i) one Business Day prior thereto, in the case of ABR Loans that are Revolving Loans and (ii) on the prepayment date, in the case of ABR Loans that are Swingline Loans, which notice shall specify (x) the date and amount of prepayment, (y) whether the prepayment is of Swingline Loans, Revolving Loans, Tranche A Term Loans, Tranche B Term Loans or New Loans and (z) whether the prepayment is of Eurocurrency Loans or ABR Loans; provided that if a Eurocurrency Loan is prepaid on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 2.21. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein (provided that such notice may be conditioned on receiving the proceeds of any refinancing), together with (except in the case of Revolving Loans that are ABR Loans and Swingline Loans) accrued interest to such date on the amount prepaid. Partial prepayments of Term Loans and of Revolving Loans shall be in an aggregate principal amount of (i) $1,000,000 or a whole multiple of $100,000 in excess thereof (in the case of prepayments of ABR Loans) or (ii) $1,000,000 or a whole multiple of $500,000 in excess thereof (in the case of prepayments of Eurocurrency Loans), and in each case shall be subject to the provisions of Section 2.18. Partial prepayments of Swingline Loans shall be in an aggregate principal amount of $500,000 or a whole multiple of $100,000 in excess thereof.

(b) Any optional prepayment in full of the Tranche B Term Loans as a result of a Repricing Transaction shall be accompanied by a prepayment fee, which shall initially be 2% of the aggregate principal amount prepaid, shall decline to 1% on and after the first anniversary of the Closing Date and shall decline to 0% on and after the second anniversary of the Closing Date.

(c) Notwithstanding anything to the contrary contained in this Section 2.11 or any other provision of this Agreement and without otherwise limiting the rights in respect of prepayments of the Loans of the Borrower and its Subsidiaries, so long as no Default has occurred and is continuing, the Borrower or any Subsidiary of the Borrower may repurchase outstanding Term Loans pursuant to this Section 2.11(c) on the following basis:

(i) Holdings, the Borrower or any Subsidiary of the Borrower may make one or more offers (each, an "Offer") to repurchase all or any portion of the Term Loans (such Term Loans, the "Offer Loans") of Term Lenders; provided that, (A) Holdings, the Borrower or such Subsidiary delivers a notice of such Offer to the Administrative Agent and all Term Lenders no later than noon (New York City time) at least five Business Days in advance of a proposed

consummation date of such Offer indicating (1) the last date on which such Offer may be accepted, (2) the maximum dollar amount of such Offer, (3) the repurchase price per dollar of principal amount of such Offer Loans at which Holdings, the Borrower or such Subsidiary is willing to repurchase such Offer Loans and (4) the instructions, consistent with this Section 2.11(c) with respect to the Offer, that a Term Lender must follow in order to have its Offer Loans repurchased; (B) the maximum dollar amount of each Offer shall be no less than $10,000,000; (C) Holdings, the Borrower or such Subsidiary shall hold such Offer open for a minimum period of two Business Days; (D) a Term Lender who elects to participate in the Offer may choose to sell all or part of such Term Lender's Offer Loans; and (E) such Offer shall be made to Term Lenders holding the Offer Loans on a pro rata basis in accordance with the respective principal amount then due and owing to the Term Lenders; provided, further that, if any Term Lender elects not to participate in the Offer, either in whole or in part, the amount of such Term Lender's Offer Loans not being tendered shall be excluded in calculating the pro rata amount applicable to the balance of such Offer Loans;

(ii) With respect to all repurchases made by Holdings, the Borrower or a Subsidiary of the Borrower, such repurchases shall be deemed to be voluntary prepayments pursuant to this Section 2.11 in an amount equal to the aggregate principal amount of such Term Loans, provided that such repurchases shall not be subject to the provisions of paragraphs (a) and (b) of this Section 2.11, Section 2.18 and Section 2.21;

(iii) Following repurchase by Holdings, the Borrower or any Subsidiary of the Borrower, (A) all principal and accrued and unpaid interest on the Term Loans so repurchased shall be deemed to have been paid for all purposes and no longer outstanding (and may not be resold by Holdings, the Borrower or such Subsidiary), for all purposes of this Agreement and all other Loan Documents and (B) Holdings, the Borrower or any Subsidiary of the Borrower, as the case may be, will promptly advise the Administrative Agent of the total amount of Offer Loans that were repurchased from each Lender who elected to participate in the Offer; and

(iv) Failure by Holdings, the Borrower or a Subsidiary of the Borrower to make any payment to a Lender required by an agreement permitted by this Section 2.11(c) shall not constitute an Event of Default under Section 8.1(a).

(d) In connection with any optional prepayments by the Borrower of the Term Loans pursuant to this Section 2.11, such prepayments shall be applied on a pro rata basis to the then outstanding Term Loans being prepaid irrespective of whether such outstanding Term Loans are ABR Loans or Eurocurrency Loans; provided that if all Lenders elect to participate in the Offer on a pro rata basis in accordance with their respective principal amounts then due and owing, such prepayments shall be applied first to ABR Loans to the full extent thereof before application to Eurocurrency Loans.

2.12 Mandatory Prepayments. (a) Unless the Required Prepayment Lenders shall otherwise agree, if any Indebtedness (excluding any Indebtedness incurred in accordance with Section 7.2) shall be incurred by the Borrower or any Restricted Subsidiary, an amount equal to 100% of the Net Cash Proceeds thereof shall be applied not later than one Business Day after the date of receipt of such Net Cash Proceeds toward the prepayment of the Term Loans as set forth in Section 2.12(d).

(b) Unless the Required Prepayment Lenders shall otherwise agree, if on any date the Borrower or any Restricted Subsidiary shall for its own account receive Net Cash Proceeds from any Asset Sale or Recovery Event then, unless a Reinvestment Notice shall be delivered to the Administrative Agent in respect thereof, such Net Cash Proceeds shall be applied not later than five Business Days after

such date toward the prepayment of the Term Loans as set forth in Section 2.12(d); provided that, notwithstanding the foregoing, (i) on each Reinvestment Prepayment Date, the Term Loans shall be prepaid as set forth in Section 2.12(d) by an amount equal to the Reinvestment Prepayment Amount with respect to the relevant Reinvestment Event and (ii) on the date (the "Trigger Date") that is six months after any such Reinvestment Prepayment Date, the Term Loans shall be prepaid as set forth in Section 2.12(d) by an amount equal to the portion of any Committed Reinvestment Amount with respect to the relevant Reinvestment Event not actually expended by such Trigger Date.

(c) Unless the Required Prepayment Lenders shall otherwise agree, if, for any fiscal year of the Borrower commencing with the fiscal year ending March 31, 2010, there shall be Excess Cash Flow, the Borrower shall, on the relevant Excess Cash Flow Application Date, apply an amount equal to (i) the Excess Cash Flow Percentage of such Excess Cash Flow minus (ii) the aggregate amount of all prepayments of Revolving Loans and Swingline Loans during such fiscal year to the extent accompanied by permanent optional reductions of the Revolving Commitments, and all optional prepayments of Term Loans during such fiscal year (other than optional prepayments pursuant to Section 2.11(c)), in each case other than to the extent any such prepayment is funded with the proceeds of long-term Indebtedness, toward the prepayment of Term Loans as set forth in Section 2.12(d). Each such prepayment shall be made on a date (an "Excess Cash Flow Application Date") no later than ten days after the date on which the financial statements referred to in Section 6.1(a), for the fiscal year with respect to which such prepayment is made, are required to be delivered to the Lenders.

(d) Amounts to be applied in connection with prepayments pursuant to this Section 2.12 shall be applied to the prepayment of the Term Loans in accordance with Section 2.18(b) until paid in full. In connection with any mandatory prepayments by the Borrower of the Term Loans pursuant to Section 2.12, such prepayments shall be applied on a pro rata basis to the then outstanding Term Loans being prepaid irrespective of whether such outstanding Term Loans are ABR Loans or Eurocurrency Loans; provided that if no Lender exercises the right to waive a given mandatory prepayment of the Term Loans pursuant to Section 2.12(e), then, with respect to such mandatory prepayment, the amount of such mandatory prepayment shall be applied first to Term Loans that are ABR Loans to the full extent thereof before application to Term Loans that are Eurocurrency Loans in a manner that minimizes the amount of any payments required to be made by the Borrower pursuant to Section 2.21. Each prepayment of the Term Loans under this Section 2.12 shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid.

(e) Notwithstanding anything to the contrary in Section 2.12(d) or 2.18, with respect to the amount of any mandatory prepayment pursuant to this Section 2.12 that is allocated to Tranche B Term Loans (such amount, the "Tranche B Prepayment Amount"), at any time when Tranche A Term Loans remain outstanding, the Borrower will, in lieu of applying such amount to the prepayment of Tranche B Term Loans as provided in paragraph (d) above, on the date specified in this Section 2.12 for such prepayment, give the Administrative Agent telephonic notice (promptly confirmed in writing) requesting that the Administrative Agent prepare and provide to each Tranche B Term Lender (which, for avoidance of doubt, includes each New Term Lender) a notice (each, a "Prepayment Option Notice") as described below. As promptly as practicable after receiving such notice from the Borrower, the Administrative Agent will send to each Tranche B Term Lender a Prepayment Option Notice, which shall be in the form of Exhibit I (or such other form approved by the Administrative Agent), and shall include an offer by the Borrower to prepay, on the date (each a "Mandatory Prepayment Date") that is ten Business Days after the date of the Prepayment Option Notice, the relevant Term Loans of such Lender by an amount equal to the portion of the Tranche B Prepayment Amount indicated in such Lender's Prepayment Option Notice as being applicable to such Lender's Tranche B Term Loans. Each Tranche B Term Lender may reject all or a portion of its Tranche B Prepayment Amount by providing written notice

to the Administrative Agent and the Borrower no later than 5:00 p.m. (New York time) one Business Day after such Tranche B Term Lender's receipt of the Prepayment Option Notice (which notice shall specify the principal amount of the Tranche B Prepayment Amount to be rejected by such Lender); provided that any Tranche B Term Lender's failure to so reject such Tranche B Prepayment Amount shall be deemed an acceptance by such Tranche B Term Lender of such Prepayment Option Notice and the amount to be prepaid in respect of Term Loans held by such Tranche B Term Lender. On the Mandatory Prepayment Date, the Borrower shall (i) pay to the relevant Tranche B Term Lenders the aggregate amount necessary to prepay that portion of the outstanding relevant Term Loans in respect of which such Lenders have (or are deemed to have) accepted prepayment as described above and (ii) prepay outstanding Tranche A Term Loans in an aggregate amount equal to the amounts declined by Tranche B Term Lenders as described above; provided that, upon the making of such prepayments, any amount remaining unapplied (i.e., after the payment in full of the Tranche A Term Loans) shall be returned to the Borrower.

2.13 Conversion and Continuation Options. (a) The Borrower may elect from time to time to convert Eurocurrency Loans made to the Borrower to ABR Loans by giving the Administrative Agent prior irrevocable written notice of such election no later than 12:00 Noon, New York City time, on the third Business Day preceding the proposed conversion date; provided that if any Eurocurrency Loan is so converted on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 2.21. The Borrower may elect from time to time to convert ABR Loans made to the Borrower to Eurocurrency Loans by giving the Administrative Agent prior irrevocable written notice of such election no later than 12:00 Noon, New York City time, on the third Business Day preceding the proposed conversion date (which notice shall specify the length of the initial Interest Period therefor); provided that no ABR Loan under a particular Facility may be converted into a Eurocurrency Loan when any Event of Default has occurred and is continuing and the Administrative Agent or the Majority Facility Lenders in respect of such Facility have determined in its or their sole discretion not to permit such conversions. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

(b) Any Eurocurrency Loan may be continued as such by the Borrower giving irrevocable written notice to the Administrative Agent, in accordance with the applicable provisions of the term "Interest Period" set forth in Section 1.1 and no later than 12:00 Noon, New York City time, on the third Business Day preceding the proposed continuation date, of the length of the next Interest Period to be applicable to such Loans; provided that if any Eurocurrency Loan is so continued on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 2.21; provided, further, that no Eurocurrency Loan under a particular Facility may be continued as such when any Event of Default has occurred and is continuing and the Administrative Agent has or the Majority Facility Lenders in respect of such Facility have determined in its or their sole discretion not to permit such continuations; and provided, further, that (i) if the Borrower shall fail to give any required notice as described above in this paragraph such Eurocurrency Loans shall be automatically continued as Eurocurrency Loans having an Interest Period of one month's duration on the last day of such then-expiring Interest Period and (ii) if such continuation is not permitted pursuant to the preceding proviso, such Eurocurrency Loans shall be automatically converted to ABR Loans on the last day of such then expiring Interest Period. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

2.14 Minimum Amounts and Maximum Number of Eurocurrency Tranches. Notwithstanding anything to the contrary in this Agreement, all borrowings, conversions, continuations and optional prepayments of Eurocurrency Loans and all selections of Interest Periods shall be in such amounts and be made pursuant to such elections so that (a) after giving effect thereto, the aggregate principal amount of the Eurocurrency Loans comprising each Eurocurrency Tranche shall be equal to a

minimum of $1,000,000 or a whole multiple of $500,000 in excess thereof and (b) no more than twelve Eurocurrency Tranches shall be outstanding at any one time.

2.15 Interest Rates and Payment Dates. (a) (i) Each Eurocurrency Loan other than a Eurocurrency Loan that is a Tranche B Term Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Eurocurrency Rate determined for such day plus the Applicable Margin, and (ii) each Eurocurrency Loan that is a Tranche B Term Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to (A) (1) prior to the third anniversary of the Closing Date, the greater of (x) the Eurocurrency Rate determined for such day and (y) 3.00% and (2) thereafter, the Eurocurrency Rate determined for such day plus (B) the Applicable Margin.

(b) (i) Each ABR Loan other than an ABR Loan that is a Tranche B Term Loan shall bear interest at a rate per annum equal to ABR plus the Applicable Margin, and (ii) each ABR Loan that is a Tranche B Term Loan shall bear interest at a rate per annum equal to (A) (1) prior to the third anniversary of the Closing Date, the greater of (x) ABR and (y) 4.00% and (2) thereafter, ABR plus (B) the Applicable Margin.

(c) (i) If all or a portion of the principal amount of any Loan or Reimbursement Obligation shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to (x) in the case of the Loans, the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this Section 2.15 plus 2% or (y) in the case of Reimbursement Obligations, the rate applicable to ABR Loans under the Revolving Facility plus 2%, and (ii) if all or a portion of any interest payable on any Loan or Reimbursement Obligation or any commitment fee or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to the rate then applicable to ABR Loans under the relevant Facility plus 2% (or, in the case of any such other amounts that do not relate to a particular Facility, the rate then applicable to ABR Loans under the Revolving Facility plus 2%), in each case, with respect to clauses (i) and (ii) above, from the date of such non-payment until such amount is paid in full (after as well as before judgment); provided that no amount shall be payable pursuant to this Section 2.15(c) to a Defaulting Lender so long as such Lender shall be a Defaulting Lender; provided further no amounts shall accrue pursuant to this Section 2.15(c) on any overdue Loan, Reimbursement Obligation, commitment fee or other amount payable to a Defaulting Lender so long as such Lender shall be a Defaulting Lender

(d) Interest shall be payable by the Borrower in arrears on each Interest Payment Date; provided that interest accruing pursuant to paragraph (c) of this Section 2.15 shall be payable from time to time on demand.

2.16 Computation of Interest and Fees. (a) Interest and fees payable pursuant hereto shall be calculated on the basis of a 360-day year for the actual days elapsed, except that, with respect to ABR Loans the rate of interest on which is calculated on the basis of the Prime Rate, the interest thereon shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of each determination of a Eurocurrency Rate. Any change in the interest rate on a Loan resulting from a change in the ABR or the Eurocurrency Reserve Requirements shall become effective as of the opening of business on the day on which such change becomes effective. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of the effective date and the amount of each such change in interest rate.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be presumptively correct in the absence of demonstrable error. The Administrative Agent shall, at the request of the Borrower, deliver to the Borrower a statement showing the quotations used by the Administrative Agent in determining any interest rate pursuant to Section 2.15(a) and Section 2.15(b).

2.17 Inability to Determine Interest Rate. If prior to the first day of any Interest Period for any Eurocurrency Loan:

(a) the Administrative Agent shall have determined (which determination shall be presumptively correct absent demonstrable error) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the Eurocurrency Rate for such Interest Period, or

(b) the Administrative Agent shall have received notice from the Majority Facility Lenders in respect of the relevant Facility that by reason of any changes arising after the date of this Agreement the Eurocurrency Rate determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as certified by such Lenders) of making or maintaining their affected Loans during such Interest Period,

the Administrative Agent shall give telecopy notice thereof to the Borrower and the relevant Lenders as soon as practicable thereafter. If such notice is given (x) any Eurocurrency Loans under the relevant Facility requested to be made on the first day of such Interest Period shall be made as ABR Loans, (y) any Loans under the relevant Facility that were to have been converted on the first day of such Interest Period to Eurocurrency Loans shall be continued as ABR Loans and (z) any outstanding Eurocurrency Loans under the relevant Facility shall be converted, on the last day of the then-current Interest Period with respect thereto, to ABR Loans. Until such notice has been withdrawn by the Administrative Agent (which action the Administrative Agent will take promptly after the conditions giving rise to such notice no longer exist), no further Eurocurrency Loans under the relevant Facility shall be made or continued as such, nor shall the Borrower have the right to convert Loans under the relevant Facility to Eurocurrency Loans.

2.18 Pro Rata Treatment and Payments. (a) Each borrowing by the Borrower from the Lenders hereunder, each payment by the Borrower on account of any commitment fee and any reduction of the Revolving Commitments shall be made pro rata according to the respective Tranche A Term Percentages, Tranche B Term Percentages or Revolving Percentages, as the case may be, of the relevant Lenders. Each payment (other than prepayments) in respect of principal or interest in respect of the Tranche A Term Loans, Tranche B Term Loans or New Term Loans and each payment in respect of fees payable hereunder shall be applied to the amounts of such obligations owing to the Tranche A Term Lenders, Tranche B Term Lenders or New Term Lenders, as applicable, pro rata according to the respective amounts then due and owing to such Lenders, other than payments pursuant to Section 2.11(c) or 2.24.

(b) Each mandatory prepayment of the Term Loans shall be allocated between the Tranche A Term Facility, the Tranche B Term Facility and any New Facility comprising Term Loans, if any, pro rata except as affected by the opt-out provision under Section 2.12(e). Each optional prepayment and mandatory prepayment of the Tranche A Term Loans, Tranche B Term Loans or New Term Loans shall be applied to the remaining installments thereof as specified by the Borrower. Amounts repaid or prepaid on account of the Term Loans may not be reborrowed.

(c) Each payment (including prepayments) to be made by the Borrower on account of principal of and interest on the Revolving Loans shall be made pro rata according to the respective outstanding principal amounts of the Revolving Loans then held by the Revolving Lenders. Each payment (including prepayments) to be made by the Borrower on account of principal of and interest on the New Revolving Loans shall be made pro rata according to the respective outstanding principal amounts of the New Revolving Loans then held by the New Lenders. Each payment in respect of Reimbursement Obligations in respect of any Letter of Credit shall be made to the Issuing Lender that issued such Letter of Credit.

(d) All payments (including prepayments) to be made by the Borrower hereunder, whether on account of principal, interest, fees or otherwise, shall be made without setoff, deduction or counterclaim and shall be made prior to 2:00 P.M., New York City time, on the due date thereof to the Administrative Agent, for the account of the relevant Lenders, at the Funding Office, in immediately available funds. Any payment received by the Administrative Agent after 2:00 P.M., New York City time may be considered received on the next Business Day in the Administrative Agent's sole discretion. The Administrative Agent shall distribute such payments to the relevant Lenders promptly upon receipt in like funds as received. If any payment hereunder (other than payments on the Eurocurrency Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. If any payment on a Eurocurrency Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day. In the case of any extension of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate during such extension.

(e) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a borrowing that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making such amount available to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the Borrowing Date therefor, such Lender shall pay to the Administrative Agent on demand, such amount with interest thereon, at a rate equal to the greater of (i) the Federal Funds Effective Rate and (ii) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this paragraph shall be presumptively correct in the absence of demonstrable error. If such Lender's share of such borrowing is not made available to the Administrative Agent by such Lender within three Business Days after such Borrowing Date, the Administrative Agent shall give notice of such fact to the Borrower and the Administrative Agent shall also be entitled to recover such amount with interest thereon at the rate per annum applicable to ABR Loans under the relevant Facility, on demand, from the Borrower. Nothing herein shall be deemed to limit the rights of the Administrative Agent or the Borrower against any Defaulting Lender.

(f) Unless the Administrative Agent shall have been notified in writing by the Borrower prior to the date of any payment due to be made by the Borrower hereunder that the Borrower will not make such payment to the Administrative Agent, the Administrative Agent may assume that the Borrower is making such payment, and the Administrative Agent may, but shall not be required to, in reliance upon such assumption, make available to the relevant Lenders their respective pro rata shares of a corresponding amount. If such payment is not made to the Administrative Agent by the Borrower within

three Business Days after such due date, the Administrative Agent shall be entitled to recover, on demand, from each relevant Lender to which any amount which was made available pursuant to the preceding sentence, such amount with interest thereon at the rate per annum equal to the daily average Federal Funds Effective Rate. Nothing herein shall be deemed to limit the rights of the Administrative Agent or any Lender against the Borrower.

2.19 Requirements of Law. (a) Except with respect to Taxes, which are addressed in Section 2.20, if the adoption of or any change in any Requirement of Law or in the interpretation or application thereof or compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority first made, in each case, subsequent to the date hereof:

(i) shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Lender that is not otherwise included in the determination of the Eurocurrency Rate hereunder; or

(ii) shall impose on such Lender any other condition not otherwise contemplated hereunder;

and the result of any of the foregoing is to increase the cost to such Lender, by an amount which such Lender reasonably deems to be material, of making, converting into, continuing or maintaining Eurocurrency Loans or issuing or participating in Letters of Credit (in each case hereunder), or to reduce any amount receivable hereunder in respect thereof, then, in any such case, the Borrower shall promptly pay such Lender, in Dollars, within thirty Business Days after the Borrower's receipt of a reasonably detailed invoice therefor (showing with reasonable detail the calculations thereof), any additional amounts necessary to compensate such Lender for such increased cost or reduced amount receivable. If any Lender becomes entitled to claim any additional amounts pursuant to this Section 2.19, it shall promptly notify the Borrower (with a copy to the Administrative Agent) of the event by reason of which it has become so entitled.

(b) If any Lender shall have reasonably determined that the adoption of or any change in any Requirement of Law regarding capital adequacy or in the interpretation or application thereof or compliance by such Lender or any entity controlling such Lender with any request or directive regarding capital adequacy (whether or not having the force of law) from any Governmental Authority first made, in each case, subsequent to the date hereof shall have the effect of reducing the rate of return on such Lender's or such entity's capital as a consequence of its obligations hereunder or under or in respect of any Letter of Credit to a level below that which such Lender or such entity could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such entity's policies with respect to capital adequacy) by an amount deemed by such Lender to be material, then from time to time, after submission by such Lender to the Borrower (with a copy to the Administrative Agent) of a reasonably detailed written request therefor (consistent with the detail provided by such Lender to similarly situated borrowers), the Borrower shall pay to such Lender, in Dollars, such additional amount or amounts as will compensate such Lender or such entity for such reduction.

(c) A certificate prepared in good faith as to any additional amounts payable pursuant to this Section 2.19 submitted by any Lender to the Borrower (with a copy to the Administrative Agent) shall be presumptively correct in the absence of demonstrable error. Notwithstanding anything to the contrary in this Section 2.19, the Borrower shall not be required to compensate a Lender pursuant to this

Section 2.19 for any amounts incurred more than 180 days prior to the date that such Lender notifies the Borrower of such Lender's intention to claim compensation therefor; provided that if the circumstances giving rise to such claim have a retroactive effect, then such 180-day period shall be extended to include the period of such retroactive effect. The obligations of the Borrower pursuant to this Section 2.19 shall survive the termination of this Agreement and the payment of the Obligations. Notwithstanding the foregoing, the Borrower shall not be obligated to make payment to any of the Administrative Agent or a Lender with respect to penalties, interest and expenses if written demand therefore was not made by the Administrative Agent or such Lender within 180 days from the date on which such party makes payment for such penalties, interest and expenses.

2.20 Taxes. (a) Except as otherwise provided in this Agreement or as required by law, all payments made by the Borrower or any Loan Party under this Agreement and the other Loan Documents to the Administrative Agent or any Lender under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of, any Taxes, excluding (i) net income Taxes, net profits Taxes and franchise Taxes (and net worth Taxes and capital Taxes imposed in lieu of net income Taxes) imposed on the Administrative Agent or any Lender (A) by the jurisdiction (or any political subdivision thereof) under the laws of which the Administrative Agent or any Lender (or, in the case of a pass-through entity, any of its beneficial owners) is organized or in which its applicable lending office is located or (B) as a result of a present or former connection between the Administrative Agent or such Lender or beneficial owner and the jurisdiction of the Governmental Authority imposing such Tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent or such Lender having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document) and (ii) any branch profits or backup withholding Taxes imposed by the United States or any similar Tax imposed by any other jurisdiction in which the applicable Borrower or any Loan Party under this Agreement and the other Loan Documents is located or is deemed to be doing business. If any such non-excluded Taxes ("Non-Excluded Taxes") or Other Taxes are required to be withheld from any amounts payable by the Borrower or any Loan Party under this Agreement and the other Loan Documents to the Administrative Agent or any Lender hereunder, the amounts so payable to the Administrative Agent or such Lender shall be increased to the extent necessary to yield to the Administrative Agent or such Lender (after deduction or withholding of all Non-Excluded Taxes and Other Taxes including Non-Excluded Taxes attributable to amounts payable under this Section 2.20(a)) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement; provided, however, that the Borrower or any Loan Party under this Agreement and the other Loan Documents shall not be required to increase any such amounts payable to or in respect of any Lender with respect to any Non-Excluded Taxes (i) that are attributable to such Lender's (or, in the case of a pass-through entity, any of its beneficial owners') failure to comply with the requirements of paragraph (d) or (e), as applicable, of this Section 2.20 or (ii) that are withholding Taxes imposed on amounts payable under this Agreement or the other Loan Documents, unless such Taxes are imposed as a result of a Change in Law occurring after such Lender becomes a party hereto or as a result of any change in facts, occurring after such Lender becomes a party hereto, that is not attributable to the Lender, except (in the case of an assignment) to the extent that such Lender's assignor (if any) was entitled, at the time of such assignment, to receive additional amounts from the Borrower or any Loan Party under this Agreement and the other Loan Documents with respect to such Taxes pursuant to this paragraph.

(b) In addition, the Borrower or any Loan Party under this Agreement and the other Loan Documents shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Whenever any Non-Excluded Taxes or Other Taxes are payable by the Borrower and any Loan Party under this Agreement and the other Loan Documents, as promptly as possible thereafter the Borrower shall send to the Administrative Agent for the account of the Administrative Agent or Lender, as the case may be, a certified copy of an original official receipt received by the Borrower showing payment thereof if such receipt is obtainable, or, if not, such other evidence of payment as may reasonably be required by the Administrative Agent or such Lender. If the Borrower or any Loan Party under this Agreement and the other Loan Documents fails to pay any Non-Excluded Taxes or Other Taxes that the Borrower or any Loan Party under this Agreement and the other Loan Documents is required to pay pursuant to this Section 2.20 (or in respect of which the Borrower or any Loan Party under this Agreement and the other Loan Documents would be required to pay increased amounts pursuant to Section 2.20(a) if such Non-Excluded Taxes or Other Taxes were withheld) when due to the appropriate taxing authority or fails to remit to the Administrative Agent the required receipts or other required documentary evidence, the Borrower or any Loan Party under this Agreement and the other Loan Documents shall indemnify the Administrative Agent and the Lenders for any payments by them of such Non-Excluded Taxes or Other Taxes and for any incremental taxes, interest or penalties that become payable by the Administrative Agent or any Lender as a result of any such failure within thirty days after the Lender or the Administrative Agent delivers to the Borrower (with a copy to the Administrative Agent) either (a) a copy of the receipt issued by a Governmental Authority evidencing payment of such Taxes or (b) certificates as to the amount of such payment or liability prepared in good faith.

(d) Each Lender (and, in the case of a pass-through entity, each of its beneficial owners) that is not a United States person (as such term is defined in Section 7701(a)(30) of the Code) (a "Non-US Lender") shall deliver to the Borrower and the Administrative Agent (or, in the case of a Participant, to the Borrower and to the Lender from which the related participation shall have been purchased) (i) two accurate and complete copies of IRS Form W-8ECI or W-8BEN, or, (ii) in the case of a Non-US Lender claiming exemption from United States federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", a statement substantially in the form of Exhibit F and two accurate and complete copies of IRS Form W-8BEN, or any subsequent versions or successors to such forms, in each case properly completed and duly executed by such Non-US Lender claiming complete exemption from, or a reduced rate of, United States federal withholding tax on all payments by the Borrower or any Loan Party under this Agreement and the other Loan Documents. Such forms shall be delivered by each Non-US Lender on or before the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation). In addition, each Non-US Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Non-US Lender. Each Non-US Lender shall (i) promptly notify the Borrower at any time it determines that it is no longer in a position to provide any previously delivered certificate to the Borrower (or any other form of certification adopted by the United States taxing authorities for such purpose) and (ii) take such steps as shall not be disadvantageous to it, in its reasonable judgment, and as may be reasonably necessary (including the re-designation of its lending office pursuant to Section 2.23) to avoid any requirement of applicable laws of any such jurisdiction that the Borrower or any Loan Party make any deduction or withholding for taxes from amounts payable to such Lender. Notwithstanding any other provision of this paragraph, a Non-US Lender shall not be required to deliver any form pursuant to this paragraph that such Non-US Lender is not legally able to deliver.

(e) Each Lender (and, in the case of a Lender that is a non-United States pass-through entity, each of its beneficial owners) that is a United States person (as such term is defined in Section 7701(a)(30) of the Code) (a "US Lender") shall deliver to the Borrower and the Administrative Agent two accurate and complete copies of IRS Form W-9, or any subsequent versions or successors to such form and certify that such lender is not subject to backup withholding. Such forms shall be delivered by each

US Lender on or before the date it becomes a party to this Agreement. In addition, each US Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such US Lender. Each US Lender shall promptly notify the Borrower at any time it determines that it is no longer in a position to provide any previously delivered certifications to the Borrower (or any other form of certification adopted by the United States taxing authorities for such purpose).

(f) If the Administrative Agent or any Lender determines, in good faith, that it has received a refund of any Non-Excluded Taxes or Other Taxes as to which it has been indemnified by the Borrower or any Loan Party or with respect to which the Borrower or any Loan Party has paid additional amounts pursuant to this Section 2.20, it shall promptly pay over such refund to the Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower or any Loan Party under this Section 2.20 with respect to the Non-Excluded Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that the Borrower, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority; provided, further, that the Borrower shall not be required to repay to the Administrative Agent or the Lender an amount in excess of the amount paid over by such party to the Borrower pursuant to this Section 2.20. This paragraph shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Borrower or any other Person. In no event will the Administrative Agent or any Lender be required to pay any amount to the Borrower the payment of which would place the Administrative Agent or such Lender in a less favorable net after-tax position than the Administrative Agent or such Lender would have been in if the additional amounts giving rise to such refund of any Non-Excluded Taxes or Other Taxes had never been paid. The agreements in this Section 2.20 shall survive the termination of this Agreement and the payment of the Obligations.

2.21 Indemnity. Other than with respect to Taxes, which shall be governed solely by Section 2.20, the Borrower agrees to indemnify each Lender for, and to hold each Lender harmless from, any loss or expense (other than lost profits, including the loss of Applicable Margin) that such Lender may actually sustain or incur as a consequence of (a) any failure by the Borrower in making a borrowing of, conversion into or continuation of Eurocurrency Loans after the Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (b) any failure by the Borrower in making any prepayment of or conversion from Eurocurrency Loans after the Borrower has given a notice thereof in accordance with the provisions of this Agreement or (c) the making of a prepayment, conversion or continuation of Eurocurrency Loans on a day that is not the last day of an Interest Period with respect thereto. A reasonably detailed certificate as to (showing in reasonable detail the calculation of) any amounts payable pursuant to this Section 2.21 submitted to the Borrower by any Lender shall be presumptively correct in the absence of demonstrable error. This covenant shall survive the termination of this Agreement and the payment of the Obligations.

2.22 Illegality. Notwithstanding any other provision herein, if the adoption of or any change in any Requirement of Law or in the interpretation or application thereof, in each case, first made after the date hereof, shall make it unlawful for any Lender to make or maintain Eurocurrency Loans as contemplated by this Agreement, such Lender shall promptly give notice thereof (a "Rate Determination Notice") to the Administrative Agent and the Borrower, and (a) the commitment of such Lender hereunder to make Eurocurrency Loans, continue Eurocurrency Loans as such and convert ABR Loans to Eurocurrency Loans shall be suspended during the period of such illegality and (b) such Lender's Loans

then outstanding as Eurocurrency Loans, if any, shall be converted automatically to ABR Loans on the respective last days of the then current Interest Periods with respect to such Loans or within such earlier period as required by law. If any such conversion of a Eurocurrency Loan occurs on a day which is not the last day of the then current Interest Period with respect thereto, the Borrower shall pay to such Lender such amounts, if any, as may be required pursuant to Section 2.21.

2.23 Change of Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 2.19, 2.20(a) or 2.22 with respect to such Lender, it will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event with the object of avoiding the consequences of such event; provided that such designation is made on terms that, in the good faith judgment of such Lender, cause such Lender and its lending office(s) to suffer no material economic, legal or regulatory disadvantage and; provided, further, that nothing in this Section 2.23 shall affect or postpone any of the obligations of the Borrower or the rights of any Lender pursuant to Section 2.19, 2.20(a) or 2.22.

2.24 Replacement of Lenders. The Borrower shall be permitted to (a) replace with a financial institution or financial institutions, or (b) prepay, without premium or penalty (but subject to Section 2.21), the Loans of, any Lender that (i) requests reimbursement for amounts owing or otherwise results in increased costs imposed on the Borrower or on account of which the Borrower is required to pay additional amounts to any Governmental Authority pursuant to Section 2.19, 2.20 or 2.21 (to the extent a request made by a Lender pursuant to the operation of Section 2.21 is materially greater than requests made by other Lenders) or gives a notice of illegality pursuant to Section 2.22, (ii) defaults in its obligation to make Loans hereunder or to comply with its obligations under Section 3.4, (iii) has refused to consent to any waiver or amendment with respect to any Loan Document that requires such Lender's consent and has been consented to by the Required Lenders; or (iv) becomes the subject of a bankruptcy or insolvency proceeding; provided that, in the case of a replacement pursuant to clause (a) above, (A) such replacement does not conflict with any Requirement of Law, (B) the replacement financial institution or financial institutions shall purchase, at par, all Loans and other amounts owing to such replaced Lender on or prior to the date of replacement, (C) the Borrower shall be liable to such replaced Lender under Section 2.21 (as though Section 2.21 were applicable) if any Eurocurrency Loan owing to such replaced Lender shall be purchased other than on the last day of the Interest Period relating thereto, (D) the replacement financial institution or financial institutions, (x) if not already a Lender, shall be reasonably satisfactory to the Administrative Agent to the extent that an assignment to such replacement financial institution of the rights and obligations being acquired by it would otherwise require the consent of the Administrative Agent pursuant to Section 10.6(b)(i)(B) and (y) shall pay (unless otherwise paid by the Borrower) any processing and recordation fee required under Section 10.6(b)(ii)(B), (E) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 10.6, (F) the Borrower shall pay all additional amounts (if any) required pursuant to Section 2.19 or 2.20, as the case may be, in respect of any period prior to the date on which such replacement shall be consummated, (G) if applicable, the replacement financial institution or financial institutions shall consent to such amendment or waiver and (H) any such replacement shall not be deemed to be a waiver of any rights that the Borrower, the Administrative Agent or any other Lender shall have against the replaced Lender. Prepayments pursuant to clause (b) above (i) shall be accompanied by accrued and unpaid interest on the principal amount so prepaid up to the date of such prepayment and (ii) shall not be subject to the provisions of Section 2.18.

2.25 Incremental Loans. (a) The Borrower may by written notice to the Administrative Agent elect to request the establishment of one or more new term loan or revolving commitments (the "New Loan Commitments") hereunder, in an aggregate amount for all such New Loan

Commitments not in excess of $100,000,000. Each such notice shall specify the date (each, an "Increased Amount Date") on which the Borrower proposes that the New Loan Commitments shall be effective, which shall be a date not less than 10 Business Days after the date on which such notice is delivered to the Administrative Agent; provided that any Lender offered or approached to provide all or a portion of any New Loan Commitments may elect or decline, in its sole discretion, to provide such New Loan Commitments.

(b) Such New Loan Commitments shall become effective as of such Increased Amount Date; provided that (i) no Default or Event of Default shall exist on such Increased Amount Date before or after giving effect to such New Loan Commitments and to the making of any Tranche of New Loans pursuant thereto and after giving effect to any Permitted Acquisition consummated in connection therewith; (ii) the Borrower shall be in pro forma compliance with the financial covenants set forth in Section 7.1; (iii) the proceeds of any New Loans shall be used for general corporate purposes of the Borrower and its Subsidiaries (including Permitted Acquisitions and Investments permitted under Section 7.7); (iv) the New Loans shall share ratably in the Collateral; (v) the New Loans that are term loans ("New Term Loans") shall share ratably in any mandatory prepayments of the existing Term Loans; (vi) in the case of any New Term Loans, the maturity date thereof shall not be earlier than the Tranche B Term Maturity Date and the weighted average life to maturity shall be equal to or greater than the weighted average life to maturity of the Tranche B Term Loans; (vii) in the case of any New Loans that are revolving loans or commitments ("New Revolving Loans") the maturity date or commitment termination date thereof shall not be earlier than the Revolving Termination Date and such New Revolving Loans shall not require any scheduled commitment reductions prior to the Revolving Termination Date; (viii) the New Revolving Loans shall share ratably in any mandatory prepayments of the existing Revolving Loans; (ix) all terms and documentation with respect to any New Loans which differ from those with respect to the Loans under the applicable Facility shall be reasonably satisfactory to the Administrative Agent (except to the extent permitted by clauses (vi) and (vii) above and the last sentence of this paragraph); (x) such New Loans or New Loan Commitments shall be effected pursuant to one or more Joinder Agreements executed and delivered by the Borrower, the Administrative Agent and one or more New Lenders; (xi) the Borrower shall deliver or cause to be delivered any customary legal opinions or other documents reasonably requested by Administrative Agent in connection with any such transaction, including any supplements or amendments to the Security Documents providing for such New Loans to be secured thereby; and (xii) if the initial "spread" (for purposes of this Section 2.25 the "spread" with respect to any Loan shall be calculated as the sum of the Eurodollar Loan margin on the relevant Loan plus any original issue discount or upfront fees in lieu of original issue discount (other than any arranging fees, underwriting fees and commitment fees) (based on an assumed four-year average life for the applicable Facilities (e.g., 100 basis points in original issue discount or upfront fees equals 25 basis points of interest rate margin))) relating to the New Term Loans exceeds the spread then in effect with respect to the Tranche B Term Loans by more than 0.25%, the Applicable Margin relating to the existing Tranche B Term Loans shall be adjusted so that the spread relating to such New Term Loans does not exceed the spread applicable to the existing Tranche B Term Loans by more than 0.25%. Any New Loans made on an Increased Amount Date that have terms and provisions that differ from those of the Term Loans or Revolving Loans, as applicable, outstanding on the date on which such New Loans are made shall be designated as a separate tranche (a "Tranche") of Term Loans or Revolving Loans, as applicable, for all purposes of this Agreement, except as the relevant Joinder Agreement otherwise provides. For the avoidance of doubt, the rate of interest and the amortization schedule (if applicable) of any New Loan Commitments shall be determined by the Borrower and the applicable New Lenders and shall be set forth in the applicable Joinder Agreement.

(c) On any Increased Amount Date on which any New Loan Commitment become effective, subject to the foregoing terms and conditions, each lender with a New Loan Commitment (each, a "New Lender") shall become a Lender hereunder with respect to such New Loan Commitment.

(d) The terms and provisions of the New Loan Commitments of any Tranche shall be, except as otherwise set forth in the relevant Joinder Agreement, identical to those of the applicable Loans and for purposes of this Agreement, any New Loans or New Loan Commitments shall be deemed to be Term Loans, Revolving Loans or Revolving Commitments, as applicable. Each Joinder Agreement may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the opinion of the Administrative Agent, to effect the provisions of this Section 2.25.

SECTION 3. LETTERS OF CREDIT

3.1 L/C Commitment. (a) Subject to the terms and conditions hereof, each Issuing Lender, in reliance on the agreements of the other Revolving Lenders set forth in Section 3.4(a), agrees to issue letters of credit ("Letters of Credit") under the Revolving Commitment for the account of the Borrower or any Guarantor on any Business Day during the Revolving Commitment Period in such form as may be approved from time to time by such Issuing Lender; provided that no Issuing Lender shall have any obligation to issue any Letter of Credit if, after giving effect to such issuance, (i) the L/C Obligations would exceed the L/C Commitment or (ii) the aggregate amount of the Available Revolving Commitments would be less than zero. Each Letter of Credit shall (i) be denominated in Dollars and (ii) expire no later than the earlier of (x) the first anniversary of its date of issuance and (y) the date that is three Business Days prior to the Revolving Termination Date (unless cash collateralized or backstopped, in each case in a manner agreed to by the Borrower and the Issuing Lender); provided that any Letter of Credit with a one-year term may provide for the renewal thereof for additional one-year periods (which shall in no event extend beyond the date referred to in clause (y) above).

(b) No Issuing Lender shall at any time be obligated to issue any Letter of Credit if such issuance would conflict with, or cause such Issuing Lender to exceed any limits imposed by, any applicable Requirement of Law.

3.2 Procedure for Issuance of Letter of Credit. The Borrower may from time to time request that the relevant Issuing Lender issue a Letter of Credit (or amend, renew or extend an outstanding Letter of Credit) by delivering to such Issuing Lender at its address for notices specified to the Borrower by such Issuing Lender an Application therefor, with a copy to the Administrative Agent, completed to the reasonable satisfaction of such Issuing Lender, and such other certificates, documents and other papers and information as such Issuing Lender may reasonably request. Upon receipt of any Application, the relevant Issuing Lender will process such Application and the certificates, documents and other papers and information delivered to it in connection therewith in accordance with its customary procedures and shall promptly issue (or amend, renew or extend, as the case may be) the Letter of Credit requested thereby (but in no event without the consent of the applicable Issuing Lender shall any Issuing Lender be required to issue (or amend, renew or extend, as the case may be) any Letter of Credit earlier than three Business Days after its receipt of the Application therefor and all such other certificates, documents and other papers and information relating thereto) by issuing the original of such Letter of Credit (or such amendment, renewal or extension, as the case may be) to the beneficiary thereof or as otherwise may be agreed to by such Issuing Lender and the Borrower. Such Issuing Lender shall furnish a copy of such Letter of Credit to the Borrower promptly following the issuance (or such amendment, renewal or extension, as the case may be) thereof. Each Issuing Lender shall promptly furnish to the Administrative Agent, which shall in turn promptly furnish to the relevant Revolving Lenders, notice of

the issuance (or such amendment, renewal or extension, as the case may be) of each Letter of Credit issued by it (including the amount thereof).

3.3 Fees and Other Charges. (a) The Borrower will pay a fee on each outstanding Letter of Credit requested by it, at a per annum rate equal to the Applicable Margin then in effect with respect to Eurocurrency Loans under the Revolving Facility (minus the fronting fee referred to below), on the face amount of such Letter of Credit, which fee shall be shared ratably among the Revolving Lenders and payable quarterly in arrears on each Fee Payment Date after the issuance date; provided that, with respect to any Defaulting Lender, such Lender's ratable share of any letter of credit fee accrued on the aggregate amount available to be drawn on any outstanding Letters of Credit during the period prior to the time such Lender became a Defaulting Lender and unpaid at such time shall not be payable by the Borrower so long as such Lender shall be a Defaulting Lender except to the extent that such Lender's ratable share of any letter of credit fee shall otherwise have been due and payable by the Borrower prior to such time; provided further that any Defaulting Lender's ratable share of any letter of credit fee accrued on the aggregate amount available to be drawn on any outstanding Letters of Credit shall accrue for the account of the Borrower so long as such Lender shall be a Defaulting Lender. In addition, the Borrower shall pay to each Issuing Lender for its own account a fronting fee on the aggregate face amount of all outstanding Letters of Credit issued by it to the Borrower separately agreed to by the Borrower and such Issuing Lender (but in any event not to exceed 0.25% per annum), payable quarterly in arrears on each Fee Payment Date after the issuance date.

(b) In addition to the foregoing fees, the Borrower shall pay or reimburse each Issuing Lender for costs and expenses agreed by the Borrower and such Issuing Lender in issuing, negotiating, effecting payment under, amending or otherwise administering any Letter of Credit requested by the Borrower.

3.4 L/C Participations. (a) Each Issuing Lender irrevocably agrees to grant and hereby grants to each L/C Participant, and, to induce such Issuing Lender to issue Letters of Credit, each L/C Participant irrevocably agrees to accept and purchase and hereby accepts and purchases from such Issuing Lender, on the terms and conditions set forth below, for such L/C Participant's own account and risk an undivided interest equal to such L/C Participant's Revolving Percentage in such Issuing Lender's obligations and rights under and in respect of each Letter of Credit issued by it and the amount of each draft paid by such Issuing Lender thereunder. Each L/C Participant agrees with each Issuing Lender that, if a draft is paid under any Letter of Credit issued by it for which such Issuing Lender is not reimbursed in full by the Borrower in accordance with the terms of this Agreement, such L/C Participant shall pay to the Administrative Agent for the account of such Issuing Lender upon demand an amount equal to such L/C Participant's Revolving Percentage of the amount of such draft, or any part thereof, that is not so reimbursed; provided that, nothing in this paragraph shall relieve the Issuing Lender of any liability resulting from the gross negligence or willful misconduct of the Issuing Lender. Each L/C Participant's obligation to pay such amount shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any setoff, counterclaim, recoupment, defense or other right that such L/C Participant may have against any Issuing Lender, the Borrower or any other Person for any reason whatsoever, (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Section 5, (iii) any adverse change in the financial condition of the Borrower, (iv) any breach of this Agreement or any other Loan Document by the Borrower, any other Loan Party or any other L/C Participant or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

(b) If any amount required to be paid by any L/C Participant to the Administrative Agent for the account of any Issuing Lender pursuant to Section 3.4(a) in respect of any unreimbursed portion of

any payment made by such Issuing Lender under any Letter of Credit is paid to the Administrative Agent for the account of such Issuing Lender within three Business Days after the date such payment is due, such L/C Participant shall pay to the Administrative Agent for the account of such Issuing Lender on demand an amount equal to the product of (i) such amount, times (ii) the daily average Federal Funds Effective Rate during the period from and including the date such payment is required to the date on which such payment is immediately available to such Issuing Lender, times (iii) a fraction the numerator of which is the number of days that elapse during such period and the denominator of which is 360. If any such amount required to be paid by any L/C Participant pursuant to Section 3.4(a) is not made available to the Administrative Agent for the account of the relevant Issuing Lender by such L/C Participant within three Business Days after the date such payment is due, such Issuing Lender shall be entitled to recover from such L/C Participant, on demand, such amount with interest thereon calculated from such due date at the rate per annum applicable to ABR Loans under the Revolving Facility. A certificate of the relevant Issuing Lender submitted to any relevant L/C Participant with respect to any amounts owing under this Section 3.4 shall be presumptively correct in the absence of demonstrable error.

(c) Whenever, at any time after any Issuing Lender has made payment under any Letter of Credit and has received from any L/C Participant its pro rata share of such payment in accordance with Section 3.4(a) such Issuing Lender receives any payment related to such Letter of Credit (whether directly from the Borrower or otherwise, including proceeds of collateral applied thereto by such Issuing Lender), or any payment of interest on account thereof, such Issuing Lender will distribute to the Administrative Agent for the account of such L/C Participant its pro rata share thereof; provided, however, that in the event that any such payment received by such Issuing Lender shall be required to be returned by such Issuing Lender, such L/C Participant shall return to the Administrative Agent for the account of such Issuing Lender the portion thereof previously distributed by such Issuing Lender to it.

3.5 Reimbursement Obligation of the Borrower. The Borrower agrees to reimburse each Issuing Lender on the Business Day following the date on which such Issuing Lender notifies the Borrower of the date and amount of a draft presented under any Letter of Credit issued by such Issuing Lending at the Borrower's request and paid by such Issuing Lender for the amount of (a) such draft so paid and (b) any Non-Excluded Taxes and Other Taxes, fees, charges or other costs or expenses reasonably incurred by such Issuing Lender in connection with such payment (the amounts described in the foregoing clauses (a) and (b) in respect of any drawing, collectively, the "Payment Amount"). Each such payment shall be made to such Issuing Lender at its address for notices specified to the Borrower and in immediately available funds. Interest shall be payable on any such amounts from the date on which the relevant draft is paid until payment in full at a rate equal to (i) until the second Business Day next succeeding the date of the relevant notice, the rate applicable to ABR Loans under the Revolving Facility and (ii) thereafter, the rate set forth in Section 2.15(c).

3.6 Obligations Absolute. The Borrower's obligations under this Section 3 shall be absolute and unconditional under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment that the Borrower may have or have had against any Issuing Lender, any beneficiary of a Letter of Credit or any other Person. The Borrower also agrees with each Issuing Lender that such Issuing Lender shall not be responsible for, and the Borrower's Reimbursement Obligations under Section 3.5 shall not be affected by, among other things, the validity or genuineness of documents or of any endorsements thereon, even though such documents shall in fact prove to be invalid, fraudulent or forged, or any dispute between or among the Borrower and any beneficiary of any Letter of Credit or any other party to which such Letter of Credit may be transferred or any claims whatsoever of the Borrower against any beneficiary of such Letter of Credit or any such transferee, or any other events or circumstances that, pursuant to applicable law or the applicable customs and practices promulgated by the International Chamber of Commerce, are not within the responsibility of such Issuing Lender, except for

errors, omissions, interruptions or delays resulting from the gross negligence or willful misconduct of such Issuing Lender or its employees or agents. No Issuing Lender shall be liable for any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Letter of Credit, except for errors, omissions, interruptions or delays resulting from the gross negligence or willful misconduct of such Issuing Lender or its employees or agents. The Borrower agrees that any action taken or omitted by any Issuing Lender under or in connection with any Letter of Credit or the related drafts or documents, if done in the absence of gross negligence or willful misconduct and in accordance with the standards or care specified in the Uniform Commercial Code of the State of New York, shall be binding on the Borrower and shall not result in any liability of such Issuing Lender to the Borrower.

3.7 Letter of Credit Payments. If any draft shall be presented for payment under any Letter of Credit, the relevant Issuing Lender shall promptly notify the Borrower of the date and amount thereof. The responsibility of such Issuing Lender to the Borrower in connection with any draft presented for payment under any Letter of Credit issued by such Issuing Lender shall, in addition to any payment obligation expressly provided for in such Letter of Credit, be limited to determining that the documents (including each draft) delivered under such Letter of Credit in connection with such presentment are substantially in conformity with such Letter of Credit.

3.8 Applications. To the extent that any provision of any Application related to any Letter of Credit is inconsistent with the provisions of this Agreement or any other Loan Document, the provisions of this Agreement or such other Loan Document shall apply.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Agents and the Lenders to enter into this Agreement and to make the Loans and issue or participate in the Letters of Credit, Holdings (to the extent applicable) and the Borrower hereby jointly represent and warrant (as to itself and each of its Restricted Subsidiaries) to the Agents and each Lender, which representations and warranties shall be deemed made on the Closing Date (to the extent relating to Holdings or the Initial Borrower, immediately before giving effect to the Merger Transactions and to the extent relating to Holdings, the Surviving Borrower or any Restricted Subsidiary, immediately after giving effect to the Merger Transactions) and on the date of each borrowing of Loans or issuance, extension or renewal of a Letter of Credit hereunder that:

4.1 Financial Condition. (a) The audited consolidated balance sheet of the Company and its Subsidiaries as at March 31, 2006, March 31, 2007 and March 31, 2008, and the related statements of income and of cash flows for the fiscal years ended on such dates, in each case with consolidating schedules for the U.S. government business of the Company and the other businesses of the Company, reported on by and accompanied by an unqualified report from Ernst & Young LLP, present fairly in all material respects the financial condition of the Company and its Subsidiaries as at such date, and the results of, their operations, their cash flows and their changes in stockholders' equity for the respective fiscal years then ended. All such financial statements, including the related schedules and notes thereto and year end adjustments, have been prepared in accordance with GAAP (except as otherwise noted therein).

(b) The pro forma consolidated balance sheet of the Borrower and its Subsidiaries as of June 30, 2008 (i) has been prepared in good faith based on assumptions that are believed by the Borrower to be reasonable at the time made (it being understood that such assumptions are based on good faith estimates with respect to certain items and that the actual amounts of such items on the Closing Date is subject to variation)), (ii) accurately reflects all adjustments necessary to give effect to the Transactions

and (iii) presents fairly, in all material respects, the pro forma financial position of the Borrower and its Subsidiaries as of June 30, 2008, as if the Transactions had occurred on such date; provided that such pro forma balance sheet has been prepared without giving effect to all purchase accounting or similar adjustments.

4.2 No Change. (a) As of the Closing Date, there has been no event, circumstance, development, change or effect that has had a Closing Date Material Adverse Effect since the date of the Merger Agreement.

(b) At any time after the Closing Date as of which this representation and warranty is made or deemed made, there has been no event, development or circumstance since March 31, 2008 that has had or would reasonably be expected to have a Material Adverse Effect.

4.3 Existence; Compliance with Law. Except as set forth in Schedule 4.3, each of Holdings, the Borrower and its Restricted Subsidiaries (other than any Immaterial Subsidiaries) (a) (i) is duly organized (or incorporated), validly existing and in good standing (or, only where if applicable, the equivalent status in any foreign jurisdiction) under the laws of the jurisdiction of its organization or incorporation, (ii) has the corporate or organizational power and authority, and the legal right, to own and operate its Property, to lease the Property it operates as lessee and to conduct the business in which it is currently engaged, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect and (iii) is duly qualified as a foreign corporation or limited liability company and in good standing (where such concept is relevant) under the laws of each jurisdiction where its ownership, lease or operation of Property or the conduct of its business requires such qualification except, in each case, to the extent that the failure to be so qualified or in good standing (where such concept is relevant) would not have a Material Adverse Effect and (b) is in compliance with all Requirements of Law except to the extent that any such failure to comply therewith would not have a Material Adverse Effect.

4.4 Corporate Power; Authorization; Enforceable Obligations. (a) Each Loan Party has the corporate power and authority to make, deliver and perform the Loan Documents to which it is a party and, in the case of the Borrower, to borrow or have Letters of Credit issued hereunder. Each Loan Party has taken all necessary corporate or other action to authorize the execution, delivery and performance of the Loan Documents to which it is a party and, in the case of the Borrower, to authorize the extensions of credit on the terms and conditions of this Agreement.

(b) No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority is required in connection with the extensions of credit hereunder or the execution, delivery, performance, validity or enforceability of this Agreement or any of the other Loan Documents, except (i) consents, authorizations, filings and notices described in Schedule 4.4, which consents, authorizations, filings and notices have been obtained or made and are in full force and effect or the failure to obtain which would not reasonably be expected to have a Material Adverse Effect and (ii) the filings referred to in Section 4.17.

(c) Each Loan Document has been duly executed and delivered on behalf of each Loan Party that is a party thereto. This Agreement constitutes, and each other Loan Document upon execution will constitute, a legal, valid and binding obligation of each Loan Party that is a party thereto, enforceable against each such Loan Party in accordance with its terms (provided that, with respect to the creation and perfection of security interests with respect to the Capital Stock of Foreign Subsidiaries, only to the extent enforceability of such obligation with respect to which Capital Stock is governed by the Uniform Commercial Code), except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by

general equitable principles (whether enforcement is sought by proceedings in equity or at law) and the implied covenants of good faith and fair dealing.

4.5 No Legal Bar. The execution, delivery and performance of this Agreement and the other Loan Documents by the Loan Parties thereto, the issuance of Letters of Credit, the borrowings hereunder and the use of the proceeds thereof will not (a) violate the organizational or governing documents of the Loan Parties, (b) except as would not reasonably be expected to have a Material Adverse Effect, violate any Requirement of Law binding on the Borrower or any of its Restricted Subsidiaries or any Contractual Obligation of Holdings, the Borrower or any of its Restricted Subsidiaries or (c) except as would not have a Material Adverse Effect, result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation (other than the Liens permitted by Section 7.3).

4.6 No Material Litigation. Except as set forth in Schedule 4.6, no litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of the Borrower, likely to be commenced within a reasonable time period against the Borrower or any of its Restricted Subsidiaries or against any of their Properties which, taken as a whole, would reasonably be expected to have a Material Adverse Effect.

4.7 No Default. No Default or Event of Default has occurred and is continuing (other than, on the Closing Date, as a result of a breach of any representation or warranty other than any Specified Representation).

4.8 Ownership of Property; Liens. Except as set forth in Schedule 4.8A, each of the Borrower and its Restricted Subsidiaries has good title in fee simple to, or a valid leasehold interest in, all its Real Property, and good title to, or a valid leasehold interest in, all its other Property (other than Intellectual Property), in each case, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect, and none of such Property is subject to any Lien except as permitted by the Loan Documents. Schedule 4.8B lists all Real Property which is owned or leased by any Loan Party as of the Closing Date.

4.9 Intellectual Property. Each of the Borrower and its Restricted Subsidiaries owns, or has a valid license to use, all Intellectual Property necessary for the conduct of its business as currently conducted free and clear of all Liens except as permitted by the Loan Documents, other than Intellectual Property owned by a Special Purpose Entity, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect. To the Borrower's knowledge, no holding, injunction, decision or judgment has been rendered by any Governmental Authority against the Borrower or any Restricted Subsidiary and neither the Borrower nor any of its Restricted Subsidiaries has entered into any settlement stipulation or other agreement (except license agreements in the ordinary course of business) which would limit, cancel or question the validity of the Borrower's or any Restricted Subsidiary's rights in, any Intellectual Property in any respect that would reasonably be expected to have a Material Adverse Effect. To Borrower's knowledge, no claim has been asserted or threatened or is pending by any Person challenging or questioning the use by the Borrower or its Restricted Subsidiaries of any Intellectual Property owned by the Borrower or any of its Restricted Subsidiaries or the validity or effectiveness of any Intellectual Property, except as would not reasonably be expected to have a Material Adverse Effect. To the Borrower's knowledge, the use of Intellectual Property by the Borrower and its Restricted Subsidiaries does not infringe on the rights of any Person in a manner that would reasonably be expected to have a Material Adverse Effect. The Borrower and its Restricted Subsidiaries take all reasonable actions that in the exercise of their reasonable business judgment should be taken to protect their

Intellectual Property, including Intellectual Property that is confidential in nature, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

4.10 Taxes. Each of Holdings, the Borrower and its Restricted Subsidiaries (i) has filed or caused to be filed all federal, state, provincial and other tax returns that are required to be filed and (ii) has paid all taxes shown to be due and payable on said returns and all other taxes, fees or other charges imposed on it or any of its Property by any Governmental Authority (other than any the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which any reserves required in conformity with GAAP have been provided on the books of the Borrower or such Restricted Subsidiary, as the case may be), except in each case where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

4.11 Federal Regulations. No part of the proceeds of any Loans, and no other extensions of credit hereunder, will be used for any purpose that violates the provisions of the regulations of the Board. If requested by any Lender (through the Administrative Agent) or the Administrative Agent, the Borrower will furnish to the Administrative Agent and each Lender a statement to the foregoing effect in conformity with the requirements of FR Form G-3 or FR Form U-1 referred to in Regulation U.

4.12 ERISA. (a) Except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect: (i) neither a Reportable Event nor a failure to meet the minimum funding standards (within the meaning of Section 412(a) of the Code or Section 302(a)(2) of ERISA) with respect to periods beginning on or after January 1, 2008 or an "accumulated funding deficiency" (within the meaning of Section 412(a) of the Code or Section 302(a)(2) of ERISA) has occurred during the five-year period prior to the date on which this representation is made with respect to any Single Employer Plan, and each Single Employer Plan has complied with the applicable provisions of ERISA and the Code; (ii) no termination of a Single Employer Plan has occurred, and no Lien in favor of the PBGC or a Plan has arisen on the assets of Holdings, the Borrower or any of its Restricted Subsidiaries, during such five-year period; the present value of all accrued benefits under each Single Employer Plan (based on those assumptions used to fund such Plans) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Single Employer Plan allocable to such accrued benefits; (iii) none of Holdings, the Borrower or any of its Restricted Subsidiaries has had a complete or partial withdrawal from any Multiemployer Plan that has resulted or would reasonably be expected to result in a liability under ERISA; (iv) none of Holdings, the Borrower or any of its Restricted Subsidiaries would become subject to any liability under ERISA if the Borrower or such Restricted Subsidiary were to withdraw completely from all Multiemployer Plans as of the valuation date most closely preceding the date on which this representation is made; and (v) no Multiemployer Plan is in Reorganization or Insolvent.

(b) Holdings, the Borrower and its Restricted Subsidiaries have not incurred, and do not reasonably expect to incur, any liability under ERISA or the Code with respect to any plan within the meaning of Section 3(3) of ERISA which is subject to Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA that is maintained by a Commonly Controlled Entity (other than Holdings, the Borrower and its Restricted Subsidiaries) (a "Commonly Controlled Plan") merely by virtue of being treated as a single employer under Title IV of ERISA with the sponsor of such plan that would reasonably be likely to have a Material Adverse Effect and result in a direct obligation of Holdings, the Borrower or any of its Restricted Subsidiaries to pay money.

4.13 Investment Company Act. No Loan Party is an "investment company", or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

4.14 Subsidiaries. (a) The Subsidiaries listed on Schedule 4.14 constitute all the Subsidiaries of the Borrower at the date of this Agreement (and after giving effect to the Merger Transactions and, to the extent applicable, the Company Reorganization). Schedule 4.14 sets forth as of the Closing Date the name and jurisdiction of incorporation of each Subsidiary and, as to each Subsidiary, the percentage of each class of Capital Stock owned by any Loan Party and the designation of such Subsidiary as a Restricted Subsidiary or an Unrestricted Subsidiary.

(b) As of the Closing Date (and after giving effect to the Merger Transactions and, to the extent applicable, the Company Reorganization), except as set forth on Schedule 4.14 or as otherwise contemplated by the Merger Agreement, there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to officers, employees or directors and directors' qualifying shares) of any nature relating to any Capital Stock of the Borrower or any of its Restricted Subsidiaries.

4.15 Environmental Matters. Other than exceptions to any of the following that would not reasonably be expected to have a Material Adverse Effect, none of the Borrower or any of its Restricted Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law for the operation of the Business; or (ii) has become subject to any Environmental Liability.

4.16 Accuracy of Information, etc. As of the Closing Date, no statement or information (excluding the projections and pro forma financial information referred to below) contained in this Agreement, any other Loan Document or any certificate furnished to the Administrative Agent or the Lenders or any of them, by or on behalf of any Loan Party for use in connection with the transactions contemplated by this Agreement or the other Loan Documents when taken as a whole, contained as of the date such statement, information, or certificate was so furnished, any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not materially misleading. As of the Closing Date, the projections and pro forma financial information contained in the materials referenced above are based upon good faith estimates and assumptions believed by management of the Borrower to be reasonable at the time made, in light of the circumstances under which they were made, it being recognized by the Agents and the Lenders that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount.

4.17 Security Documents. (a) The Guarantee and Collateral Agreement is effective to create in favor of the Collateral Agent for the benefit of the Secured Parties, a legal, valid and enforceable security interest in the Collateral described therein of a type in which a security interest can be created under Article 9 of the UCC (including any proceeds of any such item of Collateral); provided that for purposes of this Section 4.17(a), Collateral shall be deemed to exclude any Property expressly excluded from the definition of "Collateral" as set forth in the Guarantee and Collateral Agreement (the "Excluded Collateral"). In the case of (i) the Pledged Securities described in the Guarantee and Collateral Agreement (other than Excluded Capital Stock) when any stock certificates or notes, as applicable, representing such Pledged Securities are delivered to the Collateral Agent, (ii) the Material Deposit Accounts and Material Securities Accounts described in the Guarantee and Collateral Agreement, when control agreements with respect to such Material Deposit Accounts and Material Securities Accounts are

executed granting "control" (as defined in the UCC) of such accounts to the Collateral Agent and (iii) the other Collateral described in the Guarantee and Collateral Agreement (other than Excluded Collateral and deposit accounts and securities accounts that do not constitute Material Deposit Accounts and Material Securities Accounts), when financing statements in appropriate form are filed in the offices specified on Schedule 4.17 (which financing statements have been duly completed and executed (as applicable) and delivered to the Collateral Agent) and such other filings as are specified on Schedule 3 to the Guarantee and Collateral Agreement are made, the Collateral Agent shall have a fully perfected first priority Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral (including any proceeds of any item of Collateral) (to the extent a security interest in such Collateral can be perfected through the filing of financing statements in the offices specified on Schedule 4.17 and the filings specified on Schedule 3 to the Guarantee and Collateral Agreement, and through the delivery of the Pledged Securities required to be delivered on the Closing Date), as security for the Obligations, in each case prior in right to the Lien of any other Person (except (i) in the case of Collateral other than Pledged Securities, Liens permitted by Section 7.3 and (ii) Liens having priority by operation of law) to the extent required by the Guarantee and Collateral Agreement.

(b) Upon the execution and delivery of any Mortgage to be executed and delivered pursuant to Section 6.8(b), such Mortgage shall be effective to create in favor of the Collateral Agent for the benefit of the Secured Parties a legal, valid and enforceable Lien on the Mortgaged Property described therein and proceeds thereof, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law) and the implied covenants of good faith and fair dealing; and when such Mortgage is filed in the recording office designated by the Borrower, such Mortgage shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Mortgaged Property and the proceeds thereof, as security for the Obligations (as defined in the relevant Mortgage), in each case prior and superior in right to any other Person (other than Liens permitted by Section 7.3 or other encumbrances or rights permitted by the relevant Mortgage).

4.18 Solvency. As of the Closing Date, the Loan Parties are (on a consolidated basis), and after giving effect to the Transactions will be, Solvent.

SECTION 5. CONDITIONS PRECEDENT

5.1 Conditions to Initial Extension of Credit. The agreement of each Lender to make the initial extension of credit requested to be made by it is subject to the satisfaction (or waiver), prior to or concurrently with the making of such extension of credit on the Closing Date, of the following conditions precedent:

(a) Credit Agreement; Mezzanine Loan Facility. The Administrative Agent shall have received (i) this Agreement, executed and delivered by the Administrative Agent, the Collateral Agent, Holdings, the Borrower, the Lead Arrangers, the Lenders party hereto and the Issuing Bank, (ii) the Guarantee and Collateral Agreement, executed and delivered by Holdings, the Borrower and each Subsidiary Guarantor and (iii) (subject to the last paragraph of this Section 5.1) with respect to each Material Real Property owned by a Loan Party as of the Closing Date, a Mortgage executed and delivery by such Loan Party in favor of the Collateral Agent for the benefit of the Secured Parties, covering such Real Property (together with such other documents relating thereto consistent with the requirements of Section 6.8(b)). The Administrative Agent shall have received evidence that the Mezzanine Loan Agreement has been executed and

delivered by all Persons stated to be a party thereto in the form then most recently delivered to the Administrative Agent, and the Mezzanine Loans shall have been made.

(b) Transaction, etc. The following transactions shall be consummated:

(i) Merger. The Merger Transactions shall be consummated substantially concurrently with the initial funding of the Loans on the Closing Date (A) in accordance with the Merger Agreement and the related disclosure schedules and exhibits thereto, without waiver or amendment of any material provision thereof (other than any such waivers or amendments (including, without limitation, with respect to any representations and warranties in the Merger Agreement) as are not materially adverse to the Lenders or the Lead Arrangers (including, without limitation, the definition of "Company Material Adverse Effect" therein and the representation and warranty set forth in Section 4.8(c) thereof)) unless consented to by the Lead Arrangers (which consent shall not be unreasonably withheld or delayed) or (B) on such other terms and conditions as are reasonably satisfactory to the Lead Arrangers.

(ii) Equity Financing. The Permitted Investors shall have made equity contributions to, or purchased for cash equity of, Holdings in an aggregate amount that, together with all roll-over equity, constitutes not less than 40% of the pro forma capitalization of Holdings and its subsidiaries on a consolidated basis (after giving effect to the Transactions but excluding any Loans made or Letters of Credit issued under the Revolving Facility).

(iii) The representation and warranty of the Company contained in Section 4.8(c) of the Merger Agreement shall be true and correct as of the Closing Date as if made on and as of the Closing Date, except where the failure of such representation and warranty to be so true and correct has not had and would not be reasonably likely to have, individually or in the aggregate, a Closing Date Material Adverse Effect.

(c) Solvency Certificate. The Administrative Agent shall have received a solvency certificate signed by the chief financial officer on behalf of Holdings, substantially in the form of Exhibit G.

(d) Lien Searches. The Collateral Agent shall have received the results of a recent lien search in each of the jurisdictions in which Uniform Commercial Code financing statements or other filings or recordations should be made to evidence or perfect security interests in all assets of the Loan Parties, and such search shall reveal no liens on any of the assets of the Loan Party, except for Liens permitted by Section 7.3 or liens to be discharged on or prior to the Closing Date.

(e) Closing Certificate. The Administrative Agent shall have received a certificate of each Loan Party, dated as of the Closing Date, substantially in the form of Exhibit C, with appropriate insertions and attachments.

(f) Legal Opinions. The Administrative Agent shall have received an executed legal opinion of (i) Debevoise & Plimpton LLP, special New York counsel to the Loan Parties, substantially in the form of Exhibit E-1 and (ii) Morris, Nichols, Arsht & Tunnell LLP, special Delaware counsel to the Loan Parties, substantially in the form of Exhibit E-2.

(g) Pledged Stock; Stock Powers. The Collateral Agent shall have received the certificates, if any, representing the shares of Capital Stock held by a Loan Party pledged pursuant to the Guarantee and Collateral Agreement, together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof.

(h) Filings, Registrations and Recordings. Each document (including, without limitation, any Uniform Commercial Code financing statement) required by the Security Documents to be filed, registered or recorded in order to create in favor of the Collateral Agent for the benefit of the Secured Parties, a first priority perfected Lien on the Collateral described therein, shall have been delivered to the Collateral Agent in proper form for filing, registration or recordation.

(i) Insurance. The Administrative Agent shall have received insurance certificates satisfying the requirements of Section 6.5(c).

(j) USA Patriot Act. The Lenders shall have received from each of the Loan Parties documentation and other information requested by any Lender no less than 10 calendar days prior to the Closing Date that is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the USA Patriot Act.

(k) Specified Representations. The Specified Representations shall be true and correct in all material respects.

Notwithstanding anything in any Loan Document to the contrary, (i) other than with respect to any Closing Date UCC Filing Collateral or Closing Date Stock Certificates, to the extent any collateral is not provided on the Closing Date after the Borrower's use of commercially reasonable efforts to do so, the delivery of such collateral shall not constitute a condition precedent to the availability of the Loans on the Closing Date, (ii) with respect to perfection of security interests in the Closing Date UCC Filing Collateral, the Borrower's sole obligation shall be to deliver, or cause to be delivered, necessary UCC financing statements to the Administrative Agent or to irrevocably authorize or cause the applicable Guarantor to irrevocably authorize the Administrative Agent to file necessary UCC financing statements and (iii) with respect to perfection of security interests in Closing Date Stock Certificates, the Borrower's sole obligation shall be to deliver to the Administrative Agent the Closing Date Stock Certificates as and to the extent they are delivered to the Borrower by the Company pursuant to the Merger Agreement, in each case, duly endorsed in blank.

5.2 Conditions to Each Revolving Loan Extension of Credit After Closing Date. The agreement of each Lender to make any Revolving Loan or to issue or participate in any Letter of Credit hereunder on any date after the Closing Date is subject to the satisfaction of the following conditions precedent:

(a) Representations and Warranties. Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct in all material respects, in each case on and as of such date as if made on and as of such date except to the extent that such representations and warranties relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date.

(b) No Default. No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the extensions of credit requested to be made on such date.

Each borrowing of a Revolving Loan by and issuance, extension or renewal of a Letter of Credit on behalf of the Borrower hereunder after the Closing Date shall constitute a representation and warranty by the Borrower as of the date of such extension of credit that the conditions contained in this Section 5.2 have been satisfied.

SECTION 6. AFFIRMATIVE COVENANTS

The Borrower (on behalf of itself and each of the Restricted Subsidiaries) hereby agrees that, so long as the Commitments remain in effect, any Letter of Credit remains outstanding (that has not been cash collateralized or backstopped, in each case on terms agreed to by the Borrower and the applicable Issuing Lender) or any Loan or other amount is owing to any Lender or any Agent hereunder (other than (i) contingent or indemnification obligations not then due and (ii) obligations in respect of Specified Hedge Agreements or Cash Management Obligations), the Borrower shall, and shall cause each of the Restricted Subsidiaries to:

6.1 Financial Statements. Furnish to the Administrative Agent for delivery to each Lender (which may be delivered via posting on IntraLinks or another similar electronic platform):

(a) within 120 days (or 135 days with respect to the fiscal year ending March 31, 2009) after the end of each fiscal year of the Borrower, commencing with the fiscal year ending March 31, 2009, a copy of the audited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, setting forth, commencing with the financial statements with respect to the fiscal year ending March 31, 2010, in comparative form the figures as of the end of and for the previous year, reported on without qualification arising out of the scope of the audit, by Ernst & Young LLP or other independent certified public accountants of nationally recognized standing; and

(b) within 45 days (or 60 days with respect to the fiscal quarters ending prior to March 31, 2009) after the end of each of the first three quarterly periods of each fiscal year of the Borrower, commencing with the fiscal quarter ending September 30, 2008, the unaudited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth, commencing after the first full fiscal year after the Closing Date, in comparative form the figures as of the end of and for the corresponding period in the previous year, certified by a Responsible Officer as being fairly stated in all material respects (subject to normal year-end audit adjustments and the lack of notes);

all such financial statements to be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods (except as disclosed therein and except in the case of the financial statements referred to in clause (b), for customary year-end adjustments and the absence of footnotes). The Borrower may satisfy its obligations under this Section 6.1 with respect to financial information of the Borrower and its consolidated Subsidiaries by delivering information relating to Holdings, the Borrower and its consolidated Subsidiaries.

Documents required to be delivered pursuant to this Section 6.1 may be delivered by posting such documents electronically with notice of such posting to the Administrative Agent and if so posted, shall be deemed to have been delivered on the date on which such documents are posted on the Borrower's behalf on IntraLinks/IntraAgency or another relevant website, if any, to which each Lender

and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent).

6.2 Certificates; Other Information. Furnish to the Administrative Agent for delivery to each Lender, or, in the case of clause (g), to the relevant Lender:

(a) to the extent permitted by the internal policies of such independent certified public accountants, concurrently with the delivery of the financial statements referred to in Section 6.1(a), a certificate of the independent certified public accountants in customary form reporting on such financial statements stating that in making the examination necessary therefor no knowledge was obtained of any Default or Event of Default arising under Section 7.1, except as specified in such certificate;

(b) concurrently with the delivery of any financial statements pursuant to Section 6.1, (i) a Compliance Certificate of a Responsible Officer on behalf of the Borrower stating that such Responsible Officer has obtained no knowledge of any Default or Event of Default that has occurred and is continuing except as specified in such certificate and (ii) to the extent not previously disclosed to the Administrative Agent, (x) a description of any Default or Event of Default that occurred and (y) a description of any new Subsidiary and of any change in the name or jurisdiction of organization of any Loan Party and a listing of any material registrations of or applications for United States Intellectual Property by any Loan Party since the date of the most recent list delivered pursuant to this clause (or, in the case of the first such list so delivered, since the Closing Date);

(c) not later than 120 days (or 135 days with respect to the fiscal year ending March 31, 2009) after the end of each fiscal year of the Borrower, a detailed consolidated budget for the following fiscal year (including a projected consolidated balance sheet of the Borrower and its Subsidiaries as of the end of the following fiscal year and the related consolidated statements of projected cash flow and projected income (collectively, the "Annual Operating Budget")); provided that at any time the Borrower, Holdings or any Parent Company is subject to the reporting requirements set forth in Section 13(a) or 15(d) of the Securities Exchange Act of 1934, the Administrative Agent shall deliver the Annual Operating Budget only to "private-side" Lenders (i.e., Lenders that wish to receive material non-public information with respect to any Loan Party or its securities for purposes of United States federal or state securities laws).

(d) promptly after the same are sent, copies of all financial statements and material reports that the Borrower sends to the holders of any class of its debt securities or public equity securities (except for Permitted Investors) and, promptly after the same are filed, copies of all financial statements and reports that the Borrower may make to, or file with, the SEC, in each case to the extent not already provided pursuant to Section 6.1 or any other clause of this Section 6.2;

(e) promptly upon delivery thereof to the Borrower and to the extent permitted, copies of any accountants' letters addressed to its Board of Directors (or any committee thereof);

(f) promptly upon delivery thereof under the relevant agreement, notice of any default or event of default under the Mezzanine Loan Facility, and, prior to the effectiveness thereof, copies of substantially final drafts of any proposed material amendment, supplement, waiver or other modification with respect to the Mezzanine Loan Facility; and

(g) promptly, such additional financial and other information as the Administrative Agent (for its own account or upon the request from any Lender) may from time to time reasonably request.

Notwithstanding anything to the contrary in this Section 6.2, none of Holdings, the Borrower or any of the Restricted Subsidiaries will be required to disclose any document, information or other matter that (i) constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law or any binding agreement, (iii) is subject to attorney-client or similar privilege or constitutes attorney work product or (iv) constitutes classified information.

Documents required to be delivered pursuant to this Section 6.2 may be delivered by posting such documents electronically with notice of such posting to the Administrative Agent and each Lender and if so posted, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or to provide a link thereto on the Borrower's website or (ii) on which such documents are posted on the Borrower's behalf on IntraLinks/IntraAgency or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent).

6.3 Payment of Taxes. Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all its material Taxes, governmental assessments and governmental charges (other than Indebtedness), except (a) where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves required in conformity with GAAP with respect thereto have been provided on the books of the Borrower or its Restricted Subsidiaries, as the case may be, or (b) to the extent that failure to pay or satisfy such obligations would not reasonably be expected to have a Material Adverse Effect.

6.4 Conduct of Business and Maintenance of Existence, etc.; Compliance. (a) Preserve, renew and keep in full force and effect its corporate or other existence and take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business, except, in each case, as otherwise permitted by Section 7.4 or except to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect; and (b) comply with all Requirements of Law except to the extent that failure to comply therewith would not reasonably be expected to have a Material Adverse Effect.

6.5 Maintenance of Property; Insurance. (a) Keep all Property useful and necessary in its business in reasonably good working order and condition, ordinary wear and tear excepted, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

(b) Take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office or the United States Copyright Office, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material United States Intellectual Property owned by the Borrower or its Restricted Subsidiaries, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

(c) Maintain insurance with financially sound and reputable insurance companies on all its material Property in at least such amounts and against at least such risks as are usually insured against in the same general area by companies engaged in the same or a similar business. All such insurance

shall, to the extent customary (but in any event, not including business interruption insurance and personal injury insurance) (i) provide that no cancellation thereof shall be effective until at least 10 days after receipt by the Administrative Agent of written notice thereof and (ii) name the Administrative Agent as insured party or loss payee.

(d) With respect to any Mortgaged Properties, if at any time the area in which the Premises (as defined in the Mortgages, if any) are located is designated a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), obtain flood insurance in such reasonable total amount as the Collateral Agent may from time to time reasonably require, and otherwise to ensure compliance with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as it may be amended from time to time.

6.6 Inspection of Property; Books and Records; Discussions. (a) Keep proper books of records and account in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all material financial dealings and transactions in relation to its business and activities, (b) permit representatives of any Lender to visit and inspect any of its properties and examine and make abstracts from any of its books and records upon reasonable notice and at such reasonable times during normal business hours (provided that (i) such visits shall be coordinated by the Administrative Agent, (ii) such visits shall be limited to no more than one such visit per calendar year, and (iii) such visits by any Lender shall be at the Lender's expense, except in the case of clauses (ii) and (iii) during the continuance of an Event of Default), (c) permit representatives of any Lender to have reasonable discussions regarding the business, operations, properties and financial and other condition of the Borrower and its Restricted Subsidiaries with officers and employees of the Borrower and its Restricted Subsidiaries (provided that (i) a Responsible Officer of the Borrower shall be afforded the opportunity to be present during such discussions, (ii) such discussions shall be coordinated by the Administrative Agent, and (iii) such discussions shall be limited to no more than once per calendar quarter except during the continuance of an Event of Default) and (d) permit representatives of the Administrative Agent to have reasonable discussions regarding the business, operations, properties and financial and other condition of the Borrower and its Restricted Subsidiaries with its independent certified public accountants to the extent permitted by the internal policies of such independent certified public accountants (provided that (i) a Responsible Officer of the Borrower shall be afforded the opportunity to be present during such discussions and (ii) such discussions shall be limited to no more than once per calendar year except during the continuance of an Event of Default). Notwithstanding anything to the contrary in this Section 6.6, none of Holdings, the Borrower or any of the Restricted Subsidiaries will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter that (i) constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law or any binding agreement, (iii) is subject to attorney-client or similar privilege or constitutes attorney work product or (iv) constitutes classified information.

6.7 Notices. Promptly upon a Responsible Officer of the Borrower or any Subsidiary Guarantor obtaining knowledge thereof, give notice to the Administrative Agent of:

(a) the occurrence of any Default or Event of Default;

(b) any litigation, investigation or proceeding which may exist at any time between the Borrower or any of its Restricted Subsidiaries and any other Person, that in either case, would reasonably be expected to have a Material Adverse Effect;

(c) the following events, that would reasonably be expected to have a Material Adverse Effect, as soon as possible and in any event within 30 days after the Borrower or any Subsidiary Guarantor knows thereof: (i) the occurrence of any Reportable Event with respect to any Single Employer Plan, a failure to make any required contribution to a Plan, the creation of any Lien in favor of the PBGC or a Plan on the assets of Holdings, the Borrower or any of its Restricted Subsidiaries or any withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan, (ii) the institution of proceedings or the taking of any other action by the PBGC or Holdings or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan or (iii) the occurrence of any similar events with respect to a Commonly Controlled Plan, that would reasonably be likely to result in a direct obligation of the Borrower or any of its Restricted Subsidiaries to pay money;

(d) any development or event that has had or would reasonably be expected to have a Material Adverse Effect; and

(e) the acquisition of any Property after the Closing Date in which the Collateral Agent does not already have a perfected security interest and in which a security interest is required to be created or perfected pursuant to Section 6.8.

Each notice pursuant to this Section 6.7 shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action the Borrower or the relevant Restricted Subsidiary proposes to take with respect thereto.

6.8 Additional Collateral, etc. (a) With respect to any Property (other than Excluded Collateral) located in the United States having a value, individually or in the aggregate, of at least $2,000,000 acquired after the Closing Date by any Loan Party (other than (w) any interests in Real Property and any Property described in paragraph (c) or paragraph (d) of this Section 6.8, (x) any Property subject to a Lien expressly permitted by Section 7.3(g) or 7.3(z), (y) Instruments, Certificated Securities, Securities and Chattel Paper, which are referred to in the last sentence of this paragraph (a) and (z) Government Contracts, deposit accounts and securities accounts (the Loan Parties' obligations with respect to which are contained in the Guarantee and Collateral Agreement)) as to which the Collateral Agent for the benefit of the Secured Parties does not have a perfected Lien, promptly (i) give notice of such Property to the Collateral Agent and execute and deliver to the Collateral Agent such amendments to the Guarantee and Collateral Agreement or such other documents as the Collateral Agent reasonably requests to grant to the Collateral Agent for the benefit of the Secured Parties a security interest in such Property and (ii) take all actions reasonably requested by the Collateral Agent to grant to the Collateral Agent for the benefit of the Secured Parties a perfected security interest (to the extent required by the Security Documents and with the priority required by Section 4.17) in such Property (with respect to Property of a type owned by a Loan Party as of the Closing Date to the extent the Collateral Agent for the benefit of the Secured Parties, has a perfected security interest in such Property as of the Closing Date), including, without limitation, the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be reasonably requested by the Collateral Agent. If any amount in excess of $5,000,000 payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument, Certificated Security, Security or Chattel Paper (or, if more than $5,000,000 in the aggregate payable under or in connection with the Collateral shall become evidenced by Instruments, Certificated Securities, Securities or Chattel Paper), such Instrument, Certificated Security, Security or Chattel Paper shall be promptly delivered to the Collateral Agent indorsed in a manner reasonably satisfactory to the Collateral Agent to be held as Collateral pursuant to this Agreement.

(b) With respect to any fee interest in any Material Real Property acquired after the Closing Date by any Loan Party (other than Excluded Real Property), (i) give notice of such acquisition to the Collateral Agent and, if requested by the Collateral Agent execute and deliver a first priority Mortgage (subject to liens permitted by Section 7.3) in favor of the Collateral Agent for the benefit of the Secured Parties, covering such Real Property (provided that no Mortgage nor survey shall be obtained if the Administrative Agent determines in consultation with the Borrower that the costs of obtaining such Mortgage or survey are excessive in relation to the value of the security to be afforded thereby), (ii) if reasonably requested by the Collateral Agent (A) provide the Lenders with a lenders' title insurance policy with extended coverage covering such Real Property in an amount at least equal to the purchase price of such Real Property (or such other amount as shall be reasonably specified by the Collateral Agent) as well as a current ALTA survey thereof, together with a surveyor's certificate unless the title insurance policy referred to above shall not contain an exception for any matter shown by a survey (except to the extent an existing survey has been provided and specifically incorporated into such title insurance policy), each in form and substance reasonably satisfactory to the Collateral Agent, (B) use commercially reasonable efforts to obtain any consents or estoppels reasonably deemed necessary by the Collateral Agent, in connection with such Mortgage, each of the foregoing in form and substance reasonably satisfactory to the Collateral Agent and (C) provide to the Administrative Agent evidence of flood hazard insurance if any portion of the improvements on the owned Property is currently or at any time in the future identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (and any amendment or successor act thereto) or otherwise being designated as a "special flood hazard area or part of a 100 year flood zone", in an amount equal to 100% of the full replacement cost of the improvements; provided, however, that a portion of such flood hazard insurance may be obtained under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994, as each may be amended and (iii) if requested by the Collateral Agent deliver to the Collateral Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Collateral Agent.

(c) Except as otherwise contemplated by Section 7.7(p), with respect to any new Subsidiary that is a Non-Excluded Subsidiary created or acquired after the Closing Date (which, for the purposes of this paragraph, shall include any Subsidiary that was previously an Excluded Subsidiary that becomes a Non-Excluded Subsidiary) by any Loan Party, promptly (i) give notice of such acquisition or creation to the Collateral Agent and, if requested by the Collateral Agent, execute and deliver to the Collateral Agent such amendments to the Guarantee and Collateral Agreement or such other documents as the Collateral Agent reasonably deems necessary to grant to the Collateral Agent for the benefit of the Secured Parties a perfected security interest (to the extent required by the Security Documents and with the priority required by Section 4.17) in the Capital Stock of such new Subsidiary that is owned by such Loan Party, (ii) deliver to the Collateral Agent the certificates, if any, representing such Capital Stock, together with undated stock powers, in blank, executed and delivered by a duly authorized officer of such Loan Party, and (iii) cause such new Subsidiary (A) to become a party to the Guarantee and Collateral Agreement and (B) to take such actions necessary or advisable to grant to the Collateral Agent for the benefit of the Secured Parties a perfected security interest (to the extent required by the Security Documents and with the priority required by Section 4.17) in the Collateral described in the Guarantee and Collateral Agreement with respect to such new Subsidiary (to the extent the Collateral Agent, for the benefit of the Secured Parties, has a perfected security interest in the same type of Collateral as of the Closing Date), including, without limitation, the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be reasonably requested by the Collateral Agent. Without limiting the foregoing, if (i) the aggregate Consolidated Total Assets or annual consolidated revenues of all Subsidiaries designated as "Immaterial

Subsidiaries" hereunder shall at any time exceed 7.5% of Consolidated Total Assets or annual consolidated revenues, respectively, of the Borrower and its Restricted Subsidiaries (as reflected on the most recent financial statements delivered pursuant to Section 6.1 prior to such time) or (ii) if any Subsidiary shall at any time cease to constitute an Immaterial Subsidiary under clause (i) of the definition of "Immaterial Subsidiary" (as reflected on the most recent financial statements delivered pursuant to Section 6.1 prior to such time), the Borrower shall promptly, (x) in the case of clause (i) above, rescind the designation as "Immaterial Subsidiaries" of one or more of such Subsidiaries so that, after giving effect thereto, the aggregate Consolidated Total Assets or annual consolidated revenues, as applicable, of all Subsidiaries so designated (and which designations have not been rescinded) shall not exceed 7.5% of Consolidated Total Assets or annual consolidated revenues, respectively, of the Borrower and its Restricted Subsidiaries (as reflected on the most recent financial statements delivered pursuant to Section 6.1 prior to such time), as applicable, and (y) in the case of clauses (i) and (ii) above, to the extent not already effected, (A) cause each affected Subsidiary to take such actions to become a "Subsidiary Guarantor" hereunder and under the Guarantee and Collateral Agreement and execute and deliver the documents and other instruments referred to in this paragraph (c) to the extent such affected Subsidiary is not otherwise an Excluded Subsidiary and (B) cause the owner of the Capital Stock of such affected Subsidiary to take such actions to pledge such Capital Stock to the extent required by, and otherwise in accordance with, the Guarantee and Collateral Agreement and execute and deliver the documents and other instruments required hereby and thereby unless such Capital Stock otherwise constitutes Excluded Capital Stock.

(d) Except as otherwise contemplated by Section 7.7(p), with respect to any new first tier Foreign Subsidiary that is a Non-Excluded Subsidiary created or acquired after the Closing Date by any Loan Party, promptly (i) give notice of such acquisition or creation to the Collateral Agent and, if requested by the Collateral Agent, execute and deliver to the Collateral Agent such amendments to the Guarantee and Collateral Agreement as the Collateral Agent deems necessary or reasonably advisable in order to grant to the Collateral Agent, for the benefit of the Secured Parties, a perfected security interest (to the extent required by the Security Documents and with the priority required by Section 4.17) in the Capital Stock of such new Subsidiary (other than any Excluded Capital Stock) that is owned by such Loan Party and (ii) deliver to the Collateral Agent the certificates, if any, representing such Capital Stock (other than any Excluded Capital Stock), together with undated stock powers, in blank, executed and delivered by a duly authorized officer of such Loan Party, and take such other action as may be necessary or, in the reasonable opinion of the Collateral Agent, desirable to perfect or ensure appropriate priority the Lien of the Collateral Agent thereon.

(e) Notwithstanding anything in this Section 6.8 to the contrary, neither the Borrower nor any of its Restricted Subsidiaries shall be required to take any actions in order to perfect the security interest in the Collateral granted to the Collateral Agent for the ratable benefit of the Secured Parties under the laws of any jurisdiction outside the United States.

(f) Notwithstanding the foregoing, to the extent any new Restricted Subsidiary is created solely for the purpose of consummating a merger transaction pursuant to an acquisition permitted by Section 7.7, and such new Subsidiary at no time holds any assets or liabilities other than any merger consideration contributed to it contemporaneously with the closing of such merger transaction, such new Subsidiary shall not be required to take the actions set forth in Section 6.8(c) or 6.8(d), as applicable, until the respective acquisition is consummated (at which time the surviving entity of the respective merger transaction shall be required to so comply within ten Business Days).

(g) From time to time the Loan Parties shall execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take all such actions, as the

Collateral Agent may reasonably request for the purposes implementing or effectuating the provisions of this Agreement and the other Loan Documents, or of renewing the rights of the Secured Parties with respect to the Collateral as to which the Collateral Agent, for the ratable benefit of the Secured Parties, has a perfected Lien pursuant hereto or thereto, including, without limitation, filing any financing or continuation statements or financing change statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created thereby. Notwithstanding the foregoing, the provisions of this Section 6.8 shall not apply to assets as to which the Administrative Agent and the Borrower shall reasonably determine that the costs and burdens of obtaining a security interest therein or perfection thereof outweigh the value of the security afforded thereby.

6.9 Use of Proceeds. The proceeds of the Tranche A Term Loans and Tranche B Term Loans shall be used solely to effect the Merger Transactions, the Refinancing and to pay related fees and expenses. The proceeds of the Revolving Loans, the Swingline Loans and the Letters of Credit shall be used to finance a portion of the Merger Transactions (including purchase price adjustments), to finance the Refinancing, to finance Permitted Acquisitions and Investments permitted hereunder and for other general corporate purposes of the Borrower and its Subsidiaries not prohibited by this Agreement.

6.10 Post-Closing Undertakings. Within the time period specified on Schedule 6.10 (or such later date to which the Administrative Agent consents), comply with the provisions set forth in Schedule 6.10.

SECTION 7. NEGATIVE COVENANTS

The Borrower (on behalf of itself and each of the Restricted Subsidiaries) hereby agrees that, so long as the Commitments remain in effect, any Letter of Credit remains outstanding (that has not been cash collateralized or backstopped, in each case on terms agreed to by the Borrower and the applicable Issuing Lender) or any Loan or other amount is owing to any Lender or any Agent hereunder (other than (i) contingent or indemnification obligations not then due and (ii) obligations in respect of Specified Hedge Agreements or Cash Management Obligations), the Borrower shall not, and shall not permit any of the Restricted Subsidiaries to:

7.1 Financial Covenants. (a) Consolidated Total Leverage Ratio. Commencing with the Test Period ending December 31, 2008, permit the Consolidated Total Leverage Ratio as at the last day of any Test Period ending in any period set forth below to be in excess of the ratio set forth below for such period:

Period	Consolidated Total Leverage Ratio
December 31, 2008	6.25:1.00
March 31, 2009	6.25:1.00
June 30, 2009	6.00:1.00
September 30, 2009	5.75:1.00
December 31, 2009	5.50:1.00
March 31, 2010	5.25:1.00
June 30, 2010	5.00:1.00
September 30, 2010	4.75:1.00
December 31, 2010	4.75:1.00
March 31, 2011	4.50:1.00
June 30, 2011	4.25:1.00
September 30, 2011	4.00:1.00
December 31, 2011	3.75:1.00
March 31, 2012 and thereafter	3.50:1.00

(b) Consolidated Net Interest Coverage Ratio. Commencing with the Test Period ending December 31, 2008, permit the Consolidated Net Interest Coverage Ratio as at the last day of any Test Period ending in any period set forth below to be less than the ratio set forth below for such period:

Period	Consolidated Net Interest Coverage Ratio
December 31, 2008	1.60:1.00
March 31, 2009	1.60:1.00
June 30, 2009	1.70:1.00
September 30, 2009	1.75:1.00
December 31, 2009	1.80:1.00
March 31, 2010	1.90:1.00
June 30, 2010	2.00:1.00
September 30, 2010	2.00:1.00
December 31, 2010	2.10:1.00
March 31, 2011	2.10:1.00
June 30, 2011	2.20:1.00
September 30, 2011	2.20:1.00
December 31, 2011	2.30:1.00
March 31, 2012	2.40:1.00
June 30, 2012 and thereafter	2.50:1.00

7.2 Indebtedness. Create, issue, incur, assume, or permit to exist any Indebtedness, except:

(a) Indebtedness of the Borrower and any Restricted Subsidiary pursuant to any Loan Document or Hedge Agreement or in respect of any Cash Management Obligations;

(b) Indebtedness (i) of the Borrower to any of its Restricted Subsidiaries or Holdings or of any Subsidiary Guarantor to Holdings, the Borrower or any Restricted Subsidiary, provided that any such Indebtedness owing to a Restricted Subsidiary that is not a Subsidiary Guarantor is expressly subordinated in right of payment to the Obligations pursuant to the Guarantee and

Collateral Agreement or otherwise and (ii) of any Non-Guarantor Subsidiary to any other Non-Guarantor Subsidiary;

(c) Indebtedness (including, without limitation, Capital Lease Obligations) secured by Liens permitted by Section 7.3(g) in an aggregate principal amount, when combined with the aggregate principal amount of Indebtedness outstanding under clauses (t) and (u) of this Section 7.2, not to exceed $75,000,000 at any one time outstanding;

(d) (i) Indebtedness outstanding on the date hereof and listed on Schedule 7.2(d) and any Permitted Refinancing thereof and (ii) Indebtedness otherwise permitted under Section 7.10;

(e) Guarantee Obligations (i) by the Borrower or any of its Restricted Subsidiaries of obligations of the Borrower or any Subsidiary Guarantor not prohibited by this Agreement to be incurred and (ii) by any Non-Guarantor Subsidiary of obligations of any other Non-Guarantor Subsidiary;

(f) Indebtedness of the Borrower or any of its Restricted Subsidiaries arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn by the Borrower or such Restricted Subsidiary in the ordinary course of business against insufficient funds, so long as such Indebtedness is promptly repaid;

(g) (A) Indebtedness of any joint venture or Non-Guarantor Subsidiary owing to any Loan Party and (B) Guarantee Obligations of the Borrower or any Subsidiary Guarantor of Indebtedness of any joint venture or Non-Guarantor Subsidiary, to the extent such Indebtedness and Guarantee Obligations are permitted as Investments by Section 7.7(h), (k), (m) or (v);

(h) Indebtedness in the form of earn-outs, indemnification, incentive, non-compete, consulting or other similar arrangements and other contingent obligations in respect of acquisitions or Investments permitted by Section 7.7 (both before or after any liability associated therewith becomes fixed);

(i) (i) Indebtedness of the Borrower in respect of the Mezzanine Loan Agreement in an aggregate principal amount not to exceed $550,000,000, plus any accrued pay-in-kind interest, capitalized interest, accrued interest, fees, discounts, premiums and expenses, in each case, in respect thereof, (ii) Guarantee Obligations of any Subsidiary Guarantor in respect of such Indebtedness, interest, fees, discounts, premiums and expenses; provided that, in each case, in the case of any guarantee of Indebtedness in respect of the Mezzanine Loan Agreement by any Restricted Subsidiary that is not a Subsidiary Guarantor, such Restricted Subsidiary becomes a Subsidiary Guarantor under this Agreement at or prior to the time of such guarantee, and (iii) any Permitted Refinancing thereof;

(j) additional Indebtedness of the Borrower or any of its Restricted Subsidiaries in an aggregate principal amount (for the Borrower and all Restricted Subsidiaries), not to exceed $75,000,000 at any time outstanding;

(k) Indebtedness of Non-Guarantor Subsidiaries in respect of local lines of credit, letters of credit, bank guarantees, factoring arrangements, sale/leaseback transactions and similar extensions of credit in the ordinary course of business, in an aggregate principal amount, when combined with the aggregate principal amount of Indebtedness outstanding under clause (s)(iii) of this Section 7.2, not to exceed $35,000,000 at any one time outstanding;

(l) Indebtedness of the Borrower or any of its Restricted Subsidiaries in respect of workers' compensation claims, bank guarantees, warehouse receipts or similar facilities, property casualty or liability insurance, take-or-pay obligations in supply arrangements, self-insurance obligations, performance, bid, customs, government, appeal and surety bonds, completion guaranties and other obligations of a similar nature, in each case in the ordinary course of business;

(m) Indebtedness incurred by the Borrower or any of its Restricted Subsidiaries arising from agreements providing for indemnification related to sales of goods or adjustment of purchase price or similar obligations in any case incurred in connection with the acquisition or Disposition of any business, assets or Subsidiary;

(n) Indebtedness supported by a Letter of Credit, in a principal amount not in excess of the stated amount of such Letter of Credit;

(o) Indebtedness issued in lieu of cash payments of Restricted Payments permitted by Section 7.6; provided that such Indebtedness is subordinated to the Obligations on terms reasonably satisfactory to the Administrative Agent;

(p) Permitted Subordinated Indebtedness in an aggregate principal amount not to exceed $50,000,000 at any one time outstanding and any guarantees incurred in respect thereof;

(q) Indebtedness of the Borrower or any Subsidiary Guarantor as an account party in respect of trade letters of credit issued in the ordinary course of business;

(r) Indebtedness owing to any insurance company in connection with the financing of any insurance premiums permitted by such insurance company in the ordinary course of business;

(s) (i) Guarantee Obligations made in the ordinary course of business; provided that such Guarantees are not of Indebtedness for Borrowed Money, (ii) Guarantee Obligations in respect of lease obligations of Booz & Company Inc. and its Affiliates and (iii) Guarantee Obligations in respect of Indebtedness of joint ventures; provided that the aggregate principal amount of any such Guarantee Obligations under this sub-clause (iii), when combined with the aggregate principal amount of Indebtedness outstanding under clause (k) of this Section 7.2, shall not exceed $35,000,000 at any time outstanding;

(t) Indebtedness of any Person that becomes a Restricted Subsidiary or is merged into the Borrower or a Restricted Subsidiary after the Closing Date as part of an acquisition, merger or consolidation or amalgamation or other Investment not prohibited hereunder (a "New Subsidiary"), which Indebtedness exists at the time of such acquisition, merger or consolidation or amalgamation or other Investment, and any Permitted Refinancing thereof; provided that (A) such Indebtedness exists at the time such Person becomes a Restricted Subsidiary or is merged into the Borrower or a Restricted Subsidiary and is not created in contemplation of or in connection with such Person becoming a Restricted Subsidiary or with such merger (except to the extent such Indebtedness refinanced other Indebtedness to facilitate such Person becoming a Restricted Subsidiary), (B) the aggregate principal amount of Indebtedness permitted by this clause (t) and Sections 7.2(c) and 7.2(u) shall not at any one time outstanding exceed $75,000,000 and (C) neither the Borrower nor any Restricted Subsidiary (other than the applicable New Subsidiary) shall provide security therefor;

(u) Indebtedness incurred to finance any acquisition or other Investment permitted under Section 7.7 in an aggregate amount for all such Indebtedness together with the aggregate principal amount of Indebtedness permitted by Sections 7.2(c) and 7.2(t) not to exceed $75,000,000 at any one time outstanding;

(v) other unsecured Indebtedness so long as, at the time of incurrence thereof, (i) after giving effect to the incurrence of such unsecured Indebtedness (as if such unsecured Indebtedness had been incurred on the first day of the most recently completed period of four consecutive fiscal quarters of the Borrower ending on or prior to such date), the Consolidated Total Leverage Ratio would be less than or equal to 4.25 to 1.00, (ii) no Default or Event of Default shall have occurred and be continuing at the time of incurrence of such unsecured Indebtedness or would result therefrom; and (iii) the terms of such unsecured Indebtedness do not provide for any scheduled repayment, mandatory redemption or sinking fund obligation prior to the date at least 180 days following the Term Maturity Date (or such later date that is the latest final maturity date of any incremental extension of credit hereunder);

(w) (i) Indebtedness representing deferred compensation or stock-based compensation to employees of the Borrower or any Restricted Subsidiary incurred in the ordinary course of business and (ii) Indebtedness consisting of obligations of the Borrower or any Restricted Subsidiary under deferred compensation or other similar arrangements incurred in connection with the Merger Transactions and any Investment permitted hereunder;

(x) Indebtedness issued by the Borrower or any Restricted Subsidiary to the officers, directors and employees of Holdings, any Parent Company, the Borrower or any Restricted Subsidiary, in lieu of or combined with cash payments to finance the purchase of Capital Stock of Holdings, any Parent Company or the Borrower, in each case, to the extent such purchase is permitted by Section 7.6(e);

(y) Indebtedness in respect of overdraft facilities, employee credit card programs, netting services, automatic clearinghouse arrangements and other cash management and similar arrangements in the ordinary course of business;

(z) (i) Indebtedness of the Borrower or any of its Restricted Subsidiaries undertaken in connection with cash management and related activities with respect to any Subsidiary or joint venture in the ordinary course of business and (ii) Indebtedness of the Borrower or any Restricted Subsidiary to any joint venture (regardless of the form of legal entity) that is not a Subsidiary arising in the ordinary course of business in connection with the cash management operations (including in respect of intercompany self-insurance arrangements) of the Borrower and its Restricted Subsidiaries;

(aa) all premium (if any), interest (including post-petition interest), fees, expenses, charges, accretion or amortization of original issue discount, accretion of interest paid in kind and additional or contingent interest on obligations described in clauses (a) through (z) above.

For purposes of determining compliance with this Section 7.2, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Indebtedness described in clauses (c), (j), (k), (p), (s)(iii), (t), (u) or (v) above, the Borrower shall, in its sole discretion, classify and reclassify or later divide, classify or reclassify such item of Indebtedness (or any portion thereof) and may include the amount and type of such Indebtedness in one or more of the

above clauses; provided, that, for the avoidance of doubt, Indebtedness reclassified under Section 7.2(v) must be unsecured.

7.3 Liens. Create, incur, assume or suffer to exist any Lien upon any of its Property, whether now owned or hereafter acquired, except for:

(a) Liens for taxes not yet due or which are being contested in good faith by appropriate proceedings; provided that adequate reserves with respect thereto are maintained on the books of the Borrower or its Restricted Subsidiaries, as the case may be, to the extent required by GAAP;

(b) landlords', carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 60 days or that are being contested in good faith by appropriate proceedings;

(c) pledges, deposits or statutory trusts in connection with workers' compensation, unemployment insurance and other social security legislation;

(d) deposits and other Liens to secure the performance of bids, government, trade and other similar contracts (other than for borrowed money), leases, subleases, statutory obligations, surety, judgment and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) encumbrances shown as exceptions in the title insurance policies insuring the Mortgages, easements, zoning restrictions, rights-of-way, restrictions and other similar encumbrances incurred in the ordinary course of business that, in the aggregate, do not materially detract from the value of the Property subject thereto or materially interfere with the ordinary conduct of the business of the Borrower or any of its Restricted Subsidiaries;

(f) Liens (i) in existence on the date hereof listed on Schedule 7.3(f) (or to the extent not listed on such Schedule 7.3(f), where the fair market value of the Property to which such Lien is attached is less than $5,000,000), (ii) securing Indebtedness permitted by Section 7.2(d) and (iii) created after the date hereof in connection with any refinancing, refundings, or renewals or extensions thereof permitted by Section 7.2(d); provided that no such Lien is spread to cover any additional Property of the Borrower or any Restricted Subsidiary after the Closing Date and that the amount of Indebtedness secured thereby is not increased;

(g) (i) Liens securing Indebtedness of the Borrower or any Restricted Subsidiary incurred pursuant to Sections 7.2(c), 7.2(g), 7.2(j), 7.2(k), 7.2(r), 7.2(s), 7.2(t), 7.2(u) and 7.2(w); provided that (A) in the case of any such Liens securing Indebtedness incurred pursuant to Section 7.2(u) to the extent incurred to finance Acquisitions or Investments permitted under Section 7.7, (x) such Liens shall be created substantially concurrently with, or within 90 days after, the acquisition of the assets financed by such Indebtedness and (y) such Liens do not at any time encumber any Property of the Borrower or any Restricted Subsidiary other than the Property financed by such Indebtedness and the proceeds thereof, (B) in the case of any such Liens securing Indebtedness pursuant to Sections 7.2(g) or 7.2(k), such Liens do not at any time encumber any Property of the Borrower or any Subsidiary Guarantor, (C) in the case of any such Liens securing Indebtedness incurred pursuant to Section 7.2(s), such Liens do not encumber any Property other than cash paid to any such insurance company in respect of such insurance and (D) in the case of any such Liens securing Indebtedness pursuant to Section 7.2(t), such Liens exist at the time that the relevant Person becomes a Restricted Subsidiary and are not created in

contemplation of or in connection with such Person becoming a Restricted Subsidiary and (ii) any extension, refinancing, renewal or replacement of the Liens described in clause (i) of this Section 7.2(g) in whole or in part; provided that such extension, renewal or replacement shall be limited to all or a part of the property which secured the Lien so extended, renewed or replaced (plus improvements on such property, if any);

(h) Liens created pursuant to the Security Documents;

(i) Liens arising from judgments in circumstances not constituting an Event of Default under Section 8.1(h);

(j) Liens on Property or assets acquired pursuant to an acquisition permitted under Section 7.7 (and the proceeds thereof) or assets of a Restricted Subsidiary in existence at the time such Restricted Subsidiary is acquired pursuant to an acquisition permitted under Section 7.7 and not created in contemplation thereof and Liens created after the Closing Date in connection with any refinancing, refundings, or renewals or extensions of the obligations secured thereby permitted hereunder, provided that no such Lien is spread to cover any additional Property after the Closing Date and that the amount of Indebtedness secured thereby is not increased;

(k) (i) Liens on Property of Non-Guarantor Subsidiaries securing Indebtedness or other obligations not prohibited by this Agreement to be incurred by such Non-Guarantor Subsidiaries and (ii) Liens securing Indebtedness or other obligations of the Borrower or any Subsidiary in favor of any Loan Party;

(l) receipt of progress payments and advances from customers in the ordinary course of business to the extent same creates a Lien on the related inventory and proceeds thereof;

(m) Liens in favor of customs and revenue authorities arising as a matter of law to secure the payment of customs duties in connection with the importation of goods;

(n) Liens arising out of consignment or similar arrangements for the sale by the Borrower and its Restricted Subsidiaries of goods through third parties in the ordinary course of business;

(o) Liens solely on any cash earnest money deposits made by the Borrower or any of its Restricted Subsidiaries in connection with an Investment permitted by Section 7.7;

(p) Liens deemed to exist in connection with Investments permitted by Section 7.7(b) that constitute repurchase obligations;

(q) Liens upon specific items of inventory or other goods and proceeds of the Borrower or any of its Restricted Subsidiaries arising in the ordinary course of business securing such Person’s obligations in respect of bankers’ acceptances and letters of credit issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(r) Liens on cash deposits securing any Hedge Agreement permitted hereunder;

(s) any interest or title of a lessor under any leases or subleases entered into by the Borrower or any Restricted Subsidiary in the ordinary course of business and any financing statement filed in connection with any such lease;

(t) Liens on cash or cash equivalents used to defease or to satisfy and discharge Indebtedness, provided that such defeasance or satisfaction and discharge is not prohibited hereunder;

(u) (i) Liens that are contractual rights of set-off (A) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (B) relating to pooled deposit or sweep accounts of the Borrower or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower and the Subsidiaries, (C) relating to purchase orders and other agreements entered into with customers of the Borrower or any Restricted Subsidiary in the ordinary course of business or (D) relating to the Mezzanine Loan Documents and (ii) other Liens securing cash management obligations (that do not constitute Indebtedness) in the ordinary course of business;

(v) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights;

(w) Liens on Capital Stock in joint ventures securing obligations of such joint venture;

(x) Liens on securities that are the subject of repurchase agreements constituting Cash Equivalents or Permitted Liquid Investments;

(y) Liens securing obligations in respect of trade-related letters of credit permitted under Section 7.2 and covering the goods (or the documents of title in respect of such goods) financed by such letters of credit and the proceeds and products thereof;

(z) other Liens with respect to obligations that do not exceed $35,000,000 at any one time outstanding.

7.4 Fundamental Changes. Consummate any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of all or substantially all of its Property or business, except that:

(a) (i) any Restricted Subsidiary may be merged, amalgamated or consolidated with or into the Borrower (provided that the Borrower shall be the continuing or surviving corporation) or (ii) any Restricted Subsidiary may be merged, amalgamated or consolidated with or into any Subsidiary Guarantor (provided that (x) a Subsidiary Guarantor shall be the continuing or surviving corporation or (y) simultaneously with such transaction, the continuing or surviving corporation shall become a Subsidiary Guarantor and the Borrower shall comply with Section 6.8 in connection therewith);

(b) any Non-Guarantor Subsidiary may be merged or consolidated with or into, or be liquidated into, any other Non-Guarantor Subsidiary that is a Restricted Subsidiary;

(c) any Restricted Subsidiary may Dispose of all or substantially all of its assets upon voluntary liquidation or otherwise to the Borrower or any Subsidiary Guarantor;

(d) any Non-Guarantor Subsidiary may Dispose of all or substantially all of its assets (upon voluntary liquidation, dissolution, winding-up or otherwise) to any other Non-Guarantor Subsidiary that is a Restricted Subsidiary;

(e) Dispositions permitted by Section 7.5 and any merger, dissolution, liquidation, consolidation, investment or Disposition, the purpose of which is to effect a Disposition permitted by Section 7.5 may be consummated;

(f) any Investment expressly permitted by Section 7.7 may be structured as a merger, consolidation or amalgamation;

(g) the transactions contemplated under the Transaction Documents; and

(h) any Restricted Subsidiary may liquidate or dissolve if (i) the Borrower determines in good faith that such liquidation or dissolution is in the best interest of the Borrower and is not materially disadvantageous to the Lenders and (ii) to the extent such Restricted Subsidiary is a Loan Party, any assets or business of such Restricted Subsidiary not otherwise disposed of or transferred in accordance with Section 7.4 or 7.5 or, in the case of any such business, discontinued, shall be transferred to, or otherwise owned or conducted by, a Loan Party after giving effect to such liquidation or dissolution.

7.5 Dispositions of Property. Dispose of any of its owned Property (including, without limitation, receivables) whether now owned or hereafter acquired, or, in the case of any Restricted Subsidiary, issue or sell any shares of such Restricted Subsidiary's Capital Stock to any Person, except:

(a) (i) the Disposition of surplus, obsolete or worn out Property in the ordinary course of business, (ii) the sale of defaulted receivables in the ordinary course of business, (iii) abandonment, cancellation or disposition of any Intellectual Property in the ordinary course of business and (iv) sales, leases or other dispositions of inventory determined by the management of the Borrower to be no longer useful or necessary in the operation of the Business;

(b) (i) the sale of inventory or other property in the ordinary course of business, (ii) the cross-licensing or licensing of Intellectual Property, in the ordinary course of business and (iii) the contemporaneous exchange, in the ordinary course of business, of Property for Property of a like kind, to the extent that the Property received in such exchange is of a value equivalent to the value of the Property exchanged (provided that after giving effect to such exchange, the value of the Property of the Borrower or any Subsidiary Guarantor subject to Liens in favor of the Collateral Agent under the Security Documents is not materially reduced);

(c) Dispositions permitted by Section 7.4;

(d) the sale or issuance of (i) any Subsidiary's Capital Stock to the Borrower or any Subsidiary Guarantor; provided that the sale or issuance of Capital Stock of an Unrestricted Subsidiary to the Borrower or any Restricted Subsidiary is otherwise permitted by Section 7.7, (ii) the Capital Stock of any Non-Guarantor Subsidiary that is a Restricted Subsidiary to any other Non-Guarantor Subsidiary that is a Restricted Subsidiary and (iii) the Capital Stock of any Subsidiary that is an Unrestricted Subsidiary to any other Subsidiary that is an Unrestricted Subsidiary, in each case, including, without limitation, in connection with any tax restructuring activities not otherwise prohibited hereunder;

(e) the Disposition of other assets for fair market value not to exceed $200,000,000 in the aggregate; provided that (i) at least 75% of the total consideration for any such Disposition received by the Borrower and its Restricted Subsidiaries is in the form of cash, Cash Equivalents

or Permitted Liquid Investments and (ii) the requirements of Section 2.12(b), to the extent applicable, are complied with in connection therewith;

(f) (i) any Recovery Event; provided that the requirements of Section 2.12(b) are complied with in connection therewith and (ii) any event that would constitute a Recovery Event but for the Dollar threshold set forth in the definition thereof;

(g) the leasing, occupancy agreements or sub-leasing of Property pursuant to the Merger Documents or that would not materially interfere with the required use of such Property by the Borrower or its Restricted Subsidiaries;

(h) the transfer for fair value of Property (including Capital Stock of Subsidiaries) to another Person in connection with a joint venture arrangement with respect to the transferred Property; provided that such transfer is permitted under Section 7.7(h) or (v);

(i) the sale or discount, in each case without recourse and in the ordinary course of business, of overdue accounts receivable arising in the ordinary course of business, but only in connection with the compromise or collection thereof consistent with customary industry practice (and not as part of any bulk sale or financing of receivables);

(j) transfers of condemned Property as a result of the exercise of "eminent domain" or other similar policies to the respective Governmental Authority or agency that has condemned the same (whether by deed in lieu of condemnation or otherwise), and transfers of properties that have been subject to a casualty to the respective insurer of such Property as part of an insurance settlement;

(k) the Disposition of any Immaterial Subsidiary or any Unrestricted Subsidiary;

(l) the transfer of Property (including Capital Stock of Subsidiaries) of the Borrower or any Guarantor to any Restricted Subsidiary for fair market value;

(m) the transfer of Property (i) by the Borrower or any Subsidiary Guarantor to the Borrower or any other Subsidiary Guarantor or (ii) from a Non-Guarantor Subsidiary to (A) the Borrower or any Subsidiary Guarantor for no more than fair market value or (B) any other Non-Guarantor Subsidiary that is a Restricted Subsidiary;

(n) the sale of cash, Cash Equivalents or Permitted Liquid Investments in the ordinary course of business;

(o) (i) Liens permitted by Section 7.3, (ii) Restricted Payments permitted by Section 7.6, (iii) Investments permitted by Section 7.7, (iv) payments permitted by Section 7.8 and (v) sale and leaseback transactions permitted by Section 7.10;

(p) Dispositions of Investments in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between the joint venture parties set forth in joint venture arrangements and similar binding arrangements; provided that the requirements of Section 2.12(b), to the extent applicable, are complied with in connection therewith; and

(q) Dispositions of Property between or among the Borrower and/or its Restricted Subsidiaries as a substantially concurrent interim Disposition in connection with a Disposition otherwise permitted pursuant to clauses (a) through (p) above.

7.6 Restricted Payments. Declare or pay any dividend on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of the Borrower or any Subsidiary, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or Property or in obligations of the Borrower or any Restricted Subsidiary, or enter into any derivatives or other transaction with any financial institution, commodities or stock exchange or clearinghouse (a "Derivatives Counterparty") obligating the Borrower or any Restricted Subsidiary to make payments to such Derivatives Counterparty as a result of any change in market value of any such Capital Stock (collectively, "Restricted Payments"), except that:

(a) (i) any Restricted Subsidiary may make Restricted Payments to the Borrower or any Subsidiary Guarantor and (ii) Non-Guarantor Subsidiaries may make Restricted Payments to other Non-Guarantor Subsidiaries;

(b) provided that (x) no Default or Event of Default is continuing or would result therefrom and (y) the Consolidated Total Leverage Ratio for the most recently ended period of four consecutive fiscal quarters of the Borrower shall not exceed 4.50 to 1.00 for such period immediately before and immediately after giving effect to such Restricted Payment, the Borrower may make Restricted Payments in an aggregate amount not to exceed the Available Amount; provided no Restricted Payments under this clause (b) may be made for the purpose of making a dividend or other distribution in respect of, or repurchasing or redeeming, Capital Stock held by the Sponsor or any of its Affiliates (other than Holdings or any Parent Company) in Holdings or any Parent Company; it being understood that such Restricted Payments may be used for such purposes with respect to Capital Stock held by any other Person in Holdings or any Parent Company;

(c) the Borrower may make Restricted Payments to Holdings or any Parent Company to permit Holdings or any Parent Company to pay (i) any taxes which are due and payable by Holdings or any Parent Company, the Borrower and the Restricted Subsidiaries as part of a consolidated group (or shareholders of Holdings, to the extent such taxes are attributable to Holdings, the Borrower and the Restricted Subsidiaries), (ii) customary fees, salary, bonus, severance and other benefits payable to, and indemnities provided on behalf of, their current and former officers and employees and members of their Board of Directors, (iii) ordinary course corporate operating expenses and other fees and expenses required to maintain its corporate existence, (iv) fees and expenses to the extent permitted under clause (i) of the second sentence of Section 7.9, (v) reasonable fees and expenses incurred in connection with any debt or equity offering by Holdings or any Parent Company, to the extent the proceeds thereof are (or, in the case of an unsuccessful offering, were intended to be) used for the benefit of the Borrower and the Restricted Subsidiaries, whether or not completed, (vi) reasonable fees and expenses in connection with compliance with reporting obligations under, or in connection with compliance with, federal or state laws or under this Agreement or any other Loan Document and the Mezzanine Agreement and any other Mezzanine Loan Document and (vii) amounts due in respect of the Deferred Obligation Amount under the Merger Agreement with the Net Cash Proceeds of any Equity Issuance by, or capital contribution to, the Borrower;

(d) the Borrower may make Restricted Payments in the form of Capital Stock of the Borrower;

(e) the Borrower or any Subsidiary may make Restricted Payments to, directly or indirectly, purchase the Capital Stock of the Borrower, Holdings or any Parent Company from present or former officers, directors, consultants, agents or employees (or their estates, trusts, family members or former spouses) of Holdings, the Borrower, any Parent Company or any Subsidiary upon the death, disability, retirement or termination of the applicable officer, director, consultant, agent or employee or pursuant to any equity subscription agreement, stock option or equity incentive award agreement, shareholders' or members' agreement or similar agreement, plan or arrangement; provided that the aggregate amount of payments under this clause (e) in any fiscal year of the Borrower shall not exceed the sum of (i) $20,000,000 in any fiscal year (but not exceeding $50,000,000 in the aggregate since the Closing Date), plus (ii) any proceeds received from key man life insurance policies, plus (iii) any proceeds received by the Borrower, Holdings or any Parent Company during such fiscal year from sales of the Capital Stock of Holdings, the Borrower or any Parent Company to directors, consultants, officers or employees of Holdings, such Parent Company, the Borrower or any Subsidiary in connection with permitted employee compensation and incentive arrangements, plus (iv) the amount of any bona fide cash bonuses otherwise payable to members of management, directors or consultants of Holdings, any Parent Company, the Borrower or its Restricted Subsidiaries in connection with the Transactions that are foregone in return for the receipt of Capital Stock the fair market value of which is equal to or less than the amount of such cash bonuses; provided that any Restricted Payments permitted (but not made) pursuant to sub-clause (ii), (iii) or (iv) of this clause (e) in any prior fiscal year may be carried forward to any subsequent calendar year, and provided, further, that cancellation of Indebtedness owing to the Borrower or any Restricted Subsidiary by any member of management of Holdings, any Parent Company, the Borrower or its Restricted Subsidiaries in connection with a repurchase of the Capital Stock of Holdings or any Parent Company will not be deemed to constitute a Restricted Payment for purposes of this Section 7.6;

(f) noncash repurchases of Capital Stock deemed to occur upon exercise of stock options or similar equity incentive awards if such Capital Stock represents a portion of the exercise price of such options or similar equity incentive awards;

(g) the Borrower and its Restricted Subsidiaries may make Restricted Payments to consummate the Transactions (including any Restricted Payments contemplated by the Merger Agreement);

(h) the Borrower may make Restricted Payments to allow Holdings or any Parent Company to make payments in cash, in lieu of the issuance of fractional shares, upon the exercise of warrants or upon the conversion or exchange of Capital Stock of any such Person;

(i) so long as no Event of Default under Section 8.1(a) or 8.1(f) has occurred and is continuing, the Borrower and its Restricted Subsidiaries may make Restricted Payments to make payments provided for in the Management Agreement;

(j) to the extent constituting Restricted Payments, the Borrower and its Restricted Subsidiaries may enter into and consummate transactions expressly permitted by any provision of Sections 7.4, 7.5, 7.7 and 7.9;

(k) any non-wholly owned Restricted Subsidiary of the Borrower may declare and pay cash dividends to its equity holders generally so long as the Borrower or its respective Subsidiary which owns the equity interests in the Restricted Subsidiary paying such dividend receives at least its proportional share thereof (based upon its relative holding of the equity interests in the Restricted Subsidiary paying such dividends and taking into account the relative preferences, if any, of the various classes of equity interest of such Restricted Subsidiary);

(l) the Borrower may make Restricted Payments using any amounts placed in escrow in connection with the Transactions;

(m) provided that (i) no Default or Event of Default is continuing or would result therefrom and (ii) the Consolidated Total Leverage Ratio for the most recently ended period of four consecutive fiscal quarters of the Borrower shall not exceed 2.00 to 1.00 for such period immediately before and immediately after giving effect to such Restricted Payment, at any time following the sixth anniversary of the Closing Date, the Borrower and its Restricted Subsidiaries may make Restricted Payments to redeem or purchase the Capital Stock of the Borrower, Holdings or any Parent Company in an amount not to exceed 10% of the Borrower's Consolidated EBITDA in any fiscal year; provided no Restricted Payments under this clause (m) may be made for the purpose of making a dividend or other distribution in respect of, or repurchasing or redeeming, Capital Stock held by the Sponsor or any of its Affiliates (other than Holdings or any Parent Company) in Holdings or any Parent Company; it being understood that such Restricted Payments may be used for such purposes with respect to Capital Stock held by any other Person in Holdings or any Parent Company;

(n) provided that no Default or Event of Default is continuing or would result therefrom, after a Holdings IPO, the Borrower may make Restricted Payments to Holdings or any Parent Company so that Holdings or any Parent Company may make Restricted Payments to its equity holders in an aggregate amount not exceeding 6.0% per annum of the Net Cash Proceeds received by the Borrower from such Holdings IPO; provided that the Available Amount shall be reduced by a corresponding amount of any such Restricted Payments; and

(o) provided that no Default or Event of Default is continuing or would result therefrom, other Restricted Payments in an amount not to exceed $30,000,000; provided that no Restricted Payments under this clause (o) may be made for the purpose of making a dividend or other distribution in respect of, or repurchasing or redeeming, Capital Stock held by the Sponsor or any of its Affiliates (other than Holdings or any Parent Company) in Holdings or any Parent Company; it being understood that such Restricted Payments may be used for such purposes with respect to Capital Stock held by any other Person in Holdings or any Parent Company.

7.7 Investments. Make any advance, loan, extension of credit (by way of guaranty or otherwise) or capital contribution to, or purchase any Capital Stock, bonds, notes, debentures or other debt securities of, or all or substantially all of the assets constituting an ongoing business from, or make any other similar investment in, any other Person (all of the foregoing, "Investments"), except:

(a) (i) extensions of trade credit in the ordinary course of business and (ii) purchases and acquisitions of inventory, supplies, materials and equipment or purchases of contract rights or licenses or leases of Intellectual Property in each case in the ordinary course of business, to the extent such purchases and acquisitions constitute Investments;

(b) Investments in Cash Equivalents and Investments that were Cash Equivalents when made;

(c) Investments arising in connection with (i) the incurrence of Indebtedness permitted by Sections 7.2 to the extent arising as a result of Indebtedness among Holdings, the Borrower or any Restricted Subsidiary and Guarantee Obligations permitted by Section 7.2 and payments made in respect of such Guarantee Obligations, (ii) the forgiveness or conversion to equity of any Indebtedness permitted by Section 7.2 and (iii) Guarantees by any Borrower or any Restricted Subsidiary of operating leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;

(d) loans and advances to employees, consultants or directors of Holdings, the Borrower or any of its Restricted Subsidiaries in the ordinary course of business in an aggregate amount (for Holdings, the Borrower and all Restricted Subsidiaries) not to exceed $5,000,000 (excluding (for purposes of such cap) tuition advances, travel and entertainment expenses, but including relocation expenses) at any one time outstanding;

(e) Investments (other than those relating to the incurrence of Indebtedness permitted by Section 7.7(c)) by the Borrower or any of its Restricted Subsidiaries in the Borrower or any Person that, prior to such Investment, is a Subsidiary Guarantor or is a Domestic Subsidiary that becomes a Subsidiary Guarantor at the time of such Investment;

(f) (i) Permitted Acquisitions to the extent that any Person or Property acquired in such acquisition becomes a Subsidiary Guarantor or a part of the Borrower or any Subsidiary Guarantor or becomes (whether or not such Person is a wholly owned Subsidiary) a Subsidiary Guarantor in the manner contemplated by Section 6.8(c) and (ii) other Permitted Acquisitions in an aggregate purchase price in the case of this clause (ii) (other than purchase price paid through the issuance of equity by Holdings or any Parent Company with the proceeds thereof, including (A) (x) whether or not any equity is issued, capital contributions (other than relating to Disqualified Capital Stock) and (y) equity issued to the seller) in an aggregate amount not to exceed $75,000,000 plus (B) an amount equal to the Available Amount; provided that after giving effect to any such Permitted Acquisition the Borrower shall be in pro forma compliance with the financial covenants set forth in Section 7.1;

(g) loans by the Borrower or any of its Restricted Subsidiaries to the employees, officers or directors of Holdings, the Borrower or any of its Restricted Subsidiaries in connection with management incentive plans; provided that such loans represent cashless transactions pursuant to which such employees, officers or directors directly invest the proceeds of such loans in the Capital Stock of Holdings;

(h) Investments by the Borrower and its Restricted Subsidiaries in joint ventures or similar arrangements and Non-Guarantor Subsidiaries in an aggregate amount at any one time outstanding (for the Borrower and all Restricted Subsidiaries), not to exceed the sum of (A) $50,000,000 plus (B) an amount equal to the Available Amount; provided, that any Investment made for the purpose of funding a Permitted Acquisition permitted under Section 7.7(f) shall not be deemed a separate Investment for the purposes of this clause (h); provided, further, that no Investment may be made pursuant to this clause (h) in any Unrestricted Subsidiary for the purpose of making a Restricted Payment prohibited pursuant to Section 7.6;

(i) Investments (including debt obligations) received in the ordinary course of business by the Borrower or any Restricted Subsidiary in connection with the bankruptcy or reorganization of suppliers, customers and other Persons and in settlement of delinquent obligations of, and other disputes with, suppliers, customers and other Persons arising out of the ordinary course of business;

(j) Investments by any Non-Guarantor Subsidiary in any other Non-Guarantor Subsidiary;

(k) Investments in existence on, or pursuant to legally binding written commitments in existence on, the Closing Date and listed on Schedule 7.7 and, in each case, any extensions or renewals thereof, so long as the amount of any Investment made pursuant to this clause (k) is not increased at any time above the amount of such Investment set forth on Schedule 7.7;

(l) Investments of the Borrower or any Restricted Subsidiary under Hedge Agreements permitted hereunder;

(m) Investments of any Person in existence at the time such Person becomes a Restricted Subsidiary; provided that such Investment was not made in connection with or in anticipation of such Person becoming a Restricted Subsidiary;

(n) Investments arising as a result of payments permitted by Section 7.8(a);

(o) consummation of the Merger Transactions pursuant to the Merger Documents and the Company Reorganization;

(p) Subsidiaries of the Borrower may be established or created, if (i) to the extent such new Subsidiary is a Domestic Subsidiary, the Borrower and such Subsidiary comply with the provisions of Section 6.8(c) and (ii) to the extent such new Subsidiary is a Foreign Subsidiary, the Borrower complies with the provisions of Section 6.8(d); provided that, in each case, to the extent such new Subsidiary is created solely for the purpose of consummating a merger transaction pursuant to an acquisition permitted by this Section 7.7, and such new Subsidiary at no time holds any assets or liabilities other than any merger consideration contributed to it contemporaneously with the closing of such merger transactions, such new Subsidiary shall not be required to take the actions set forth in Section 6.8(c) or 6.8(d), as applicable, until the respective acquisition is consummated (at which time the surviving entity of the respective merger transaction shall be required to so comply within ten Business Days or such longer period as the Administrative Agent shall agree);

(q) Investments arising directly out of the receipt by the Borrower or any Restricted Subsidiary of non-cash consideration for any sale of assets permitted under Section 7.5; provided that such non-cash consideration shall in no event exceed 25% of the total consideration received for such sale;

(r) Investments resulting from pledges and deposits referred to in Sections 7.3(c) and (d);

(s) Investments consisting of the licensing or contribution of Intellectual Property pursuant to joint marketing arrangements with other persons;

(t) any Investment in a Foreign Subsidiary to the extent such Investment is substantially contemporaneously repaid in full with a dividend or other distribution from such Foreign Subsidiary;

(u) Investments in the ordinary course of business consisting of UCC Article 3 endorsements for collection or deposit and UCC Article 4 customary trade arrangements with customers consistent with past practices;

(v) additional Investments so long as the aggregate amount thereof outstanding at no time exceeds the sum of (i) $25,000,000 plus (ii) an amount equal to the Available Amount; provided that no Investment may be made pursuant to this clause (v) in any Unrestricted Subsidiary for the purpose of making a Restricted Payment prohibited pursuant to Section 7.6;

(w) advances of payroll payments to employees, or fee payments to directors or consultants, in the ordinary course of business;

(x) Investments in Permitted Liquid Investments and Investments that were Permitted Liquid Investments when made in an amount not to exceed $40,000,000 at any one time outstanding; and

(y) Investments constituting loans or advances by the Borrower to Holdings or a Parent Company in lieu of Restricted Payments permitted pursuant to Section 7.6.

It is further understood and agreed that for purposes of determining the value of any Investment outstanding for purposes of this Section 7.7, such amount shall deemed to be the amount of such Investment when made, purchased or acquired less any returns on such Investment (not to exceed the original amount invested). Notwithstanding the foregoing, no Investment in an Unrestricted Subsidiary is permitted under this Section 7.7 unless such Investment is permitted pursuant to clause (h) or (v) above.

7.8 Optional Payments and Modifications of Certain Debt Instruments. (a) Make any optional or voluntary payment, prepayment, repurchase or redemption of, or otherwise voluntarily or optionally defease (i) any Mezzanine Facility Indebtedness then outstanding or (ii) the principal of or interest on, or any other amount owing in respect of any Permitted Subordinated Indebtedness; provided that (A) the Borrower or any Restricted Subsidiary may prepay any Mezzanine Facility Indebtedness (or any Permitted Refinancing thereof) with amounts constituting the Available Amount at any time if the Consolidated Total Leverage Ratio is equal to or less than 4.50 to 1.00 as of the end of the most recently ended Reference Period, (B) the Borrower or any Restricted Subsidiary may prepay any Permitted Subordinated Indebtedness (or any Permitted Refinancing thereof) with amounts constituting the Available Amount at any time if the Consolidated Total Leverage Ratio is equal to or less than 4.50 to 1.00 as of the end of the most recently ended Reference Period, (C) the Borrower or any Restricted Subsidiary may refinance, replace or extend any Mezzanine Facility Indebtedness or Permitted Subordinated Indebtedness to the extent permitted by Section 7.2 and (D) the Borrower or any Restricted Subsidiary may convert any Mezzanine Facility Indebtedness or any Permitted Subordinated Indebtedness (or any Permitted Refinancing thereof) to the Capital Stock of Holdings or any Parent Company and (E) the Borrower may prepay the Mezzanine Facility Indebtedness (or any Permitted Refinancing thereof) in an aggregate principal amount not to exceed $75,000,000 at any time if the Consolidated Total Leverage Ratio is equal to or less than 4.00 to 1.00 as of the end of the most recently ended Reference Period. Notwithstanding the foregoing, nothing in this Section 7.8 shall prohibit any AHYDO Payments in respect of the Mezzanine Facility Indebtedness or any Permitted Subordinated Indebtedness or, in each case, any Permitted Refinancing thereof.

(b) Amend, modify or otherwise change, or consent or agree to any amendment, modification, waiver or other change to, any of the terms of any Permitted Subordinated Indebtedness or Mezzanine Loan Document, in any manner that is materially adverse to the Lenders without the prior consent of the Administrative Agent (with the approval of the Required Lenders); provided that nothing in this Section 7.8(b) shall prohibit the refinancing, replacement, extension or other similar modification of the Permitted Subordinated Indebtedness or the Mezzanine Facility Indebtedness to the extent otherwise permitted by Section 7.2.

7.9 Transactions with Affiliates. Enter into any transaction, including, without limitation, any purchase, sale, lease or exchange of Property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate (other than Holdings, the Borrower or any Restricted Subsidiary) unless such transaction is (a) otherwise not prohibited under this Agreement and (b) upon fair and reasonable terms no less favorable to the Borrower or such Restricted Subsidiary, as the case may be, than it would obtain in a comparable arm's length transaction with a Person that is not an Affiliate. Notwithstanding the foregoing, the Borrower and its Restricted Subsidiaries may (i) pay to the Sponsor and its Affiliates fees, indemnities and expenses pursuant to the Management Agreement and/or fees and expenses in connection with the Merger and disclosed to the Administrative Agent prior to the Closing Date; (ii) enter into any transaction with an Affiliate that is not prohibited by the terms of this Agreement to be entered into by the Borrower or such Restricted Subsidiary with an Affiliate; (iii) make any Restricted Payments contemplated by the Merger Agreement, and otherwise perform their obligations under the Transaction Documents and (iv) without being subject to the terms of this Section 7.9, enter into any transaction with any Person which is an Affiliate of Holdings only by reason of such Person and Holdings having common directors. For the avoidance of doubt, this Section 7.9 shall not apply to employment, bonus, retention and severance arrangements with, and payments of compensation or benefits to or for the benefit of, current or former employees, consultants, officers or directors of the Borrower or any of its Restricted Subsidiaries in the ordinary course of business. For purposes of this Section 7.9, any transaction with any Affiliate shall be deemed to have satisfied the standard set forth in clause (b) of the first sentence hereof if such transaction is approved by a majority of the Disinterested Directors of the board of directors of the Borrower or such Restricted Subsidiary, as applicable. "Disinterested Director" shall mean, with respect to any Person and transaction, a member of the Board of Directors of such Person who does not have any material direct or indirect financial interest in or with respect to such transaction.

7.10 Sales and Leasebacks. Enter into any arrangement with any Person providing for the leasing by the Borrower or any Restricted Subsidiary of real or personal Property which is to be sold or transferred by the Borrower or such Restricted Subsidiary (a) to such Person or (b) to any other Person to whom funds have been or are to be advanced by such Person on the security of such Property or rental obligations of the Borrower or such Restricted Subsidiary, except for (i) any such arrangement entered into in the ordinary course of business of the Borrower and its Subsidiaries, (ii) sales or transfers by the Borrower or any Subsidiary Guarantor to the Borrower or any other Subsidiary Guarantor, (iii) sales or transfers by any Non Guarantor Subsidiary to any other Non Guarantor Subsidiary that is a Restricted Subsidiary and (iv) any such arrangement to the extent that the fair market value of such Property does not exceed $35,000,000 in the aggregate for all such arrangements.

7.11 Changes in Fiscal Periods. Permit the fiscal year of the Borrower to end on a day other than March 31.

7.12 Negative Pledge Clauses. Enter into any agreement that prohibits or limits the ability of the Borrower or any of its Restricted Subsidiaries to create, incur, assume or suffer to exist any Lien upon any of its Property, whether now owned or hereafter acquired, to secure the Obligations or, in

the case of any Subsidiary Guarantor, its obligations under the Guarantee and Collateral Agreement, other than:

(a) this Agreement and the other Loan Documents and the Mezzanine Loan Documents;

(b) any agreements governing any purchase money Liens or Capital Lease Obligations otherwise permitted hereby (in which case, any prohibition or limitation shall only be effective against the assets financed thereby and the proceeds thereof);

(c) software and other Intellectual Property licenses pursuant to which the Borrower or such Restricted Subsidiary is the licensee of the relevant software or Intellectual Property, as the case may be, (in which case, any prohibition or limitation shall relate only to the assets subject of the applicable license);

(d) Contractual Obligations incurred in the ordinary course of business and on customary terms which limit Liens on the assets subject of the applicable Contractual Obligation;

(e) any agreements regarding Indebtedness or other obligations of any Non-Guarantor Subsidiary not prohibited under Section 7.2 (in which case, any prohibition or limitation shall only be effective against the assets of such Non-Guarantor Subsidiary and its Subsidiaries);

(f) prohibitions and limitations in effect on the date hereof and listed on Schedule 7.12;

(g) customary provisions contained in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business;

(h) customary provisions restricting the subletting or assignment of any lease governing a leasehold interest;

(i) customary restrictions and conditions contained in any agreement relating to any Disposition of Property not prohibited hereunder;

(j) any agreement in effect at the time any Person becomes a Subsidiary, so long as such agreement was not entered into in contemplation of such Person becoming a Subsidiary;

(k) restrictions imposed by applicable law;

(l) restrictions imposed by any Permitted Subordinated Indebtedness (i) that are consistent with the definition thereof or otherwise consistent with prevailing market practice for similar types of Indebtedness at the time such restrictions are incurred or (ii) to which the Administrative Agent has not objected after having been afforded a period of at least five Business Days to review such restrictions;

(m) restrictions in respect of Indebtedness secured by Liens permitted by Sections 7.3(g) and 7.3(z) relating solely to the assets or proceeds thereof secured by such Indebtedness to the extent required to be so limited by such Sections; and

(n) customary provisions restricting assignment of any agreement entered into in the ordinary course of business.

7.13 Clauses Restricting Subsidiary Distributions. Enter into any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to (a) make Restricted Payments in respect of any Capital Stock of such Restricted Subsidiary held by, or pay any Indebtedness owed to, the Borrower or any Restricted Subsidiary or (b) make Investments in the Borrower or any Restricted Subsidiary, except for such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Loan Documents and the Mezzanine Loan Documents, (ii) any restrictions with respect to such Restricted Subsidiary imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Capital Stock or assets of such Restricted Subsidiary, (iii) customary net worth provisions contained in Real Property leases entered into by the Borrower and its Restricted Subsidiaries, so long as the Borrower has determined in good faith that such net worth provisions would not reasonably be expected to impair the ability of the Borrower and its Restricted Subsidiaries to meet their ongoing obligations, (iv) any restrictions contained in agreements related to Indebtedness of any Non-Guarantor Subsidiary not prohibited under Section 7.2 (in which case such restriction shall relate only to such Indebtedness and/or such Non-Guarantor Subsidiary and its Restricted Subsidiaries) or Indebtedness secured by Liens permitted by Sections 7.3(g) and 7.3(z), (v) any restrictions regarding licenses or sublicenses by the Borrower and its Restricted Subsidiaries of Intellectual Property in the ordinary course of business (in which case such restriction shall relate only to such Intellectual Property), (vi) Contractual Obligations incurred in the ordinary course of business which include customary provisions restricting the assignment of any agreement relating thereto, (vii) customary provisions contained in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business, (viii) customary provisions restricting the subletting or assignment of any lease governing a leasehold interest, (ix) customary restrictions and conditions contained in any agreement relating to any Disposition of Property not prohibited hereunder, (x) any agreement in effect at the time any Person becomes a Restricted Subsidiary, so long as such agreement was not entered into in contemplation of such Person becoming a Restricted Subsidiary and (xi) restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business.

7.14 Lines of Business. Enter into any business, either directly or through any of its Restricted Subsidiaries, except for the Business or a business reasonably related thereto or that are reasonable extensions thereof.

7.15 Limitation on Hedge Agreements. Enter into any Hedge Agreement other than Hedge Agreements entered into in the ordinary course of business, and not for speculative purposes.

7.16 Changes in Jurisdictions of Organization; Name. Other than pursuant to the Transactions, in the case of any Loan Party, change its name or change its jurisdiction of organization, in either case except upon prompt written notice to the Collateral Agent and delivery to the Collateral Agent, of all additional executed financing statements, financing change statements and other documents reasonably requested by the Collateral Agent to maintain the validity, perfection and priority of the security interests provided for in the Security Documents.

7.17 Limitation on Activities of Holdings. In the case of Holdings only, notwithstanding anything to the contrary in this Agreement or any other Loan Document, Holdings shall not, so long as the Commitments remain in effect, any Letter of Credit remains outstanding (that has not been cash collateralized or backstopped, in each case on terms agreed to by the Borrower and the applicable Issuing Lender) or any Loan or other amount is owing to any Lender or any Agent hereunder (other than (i) contingent or indemnification obligations not then due and (ii) obligations in respect of Specified Hedge Agreements and Cash Management Obligations): conduct, transact or otherwise engage in, or commit to conduct, transact or otherwise engage in, any business or operations other than (i) those

incidental to its ownership of the Capital Stock of the Borrower and the Subsidiaries of the Borrower and those incidental to Investments by or in Holdings permitted hereunder, (ii) activities incidental to the maintenance of its existence and compliance with applicable laws and legal, tax and accounting matters related thereto and activities relating to its employees, (iii) activities relating to the performance of obligations under the Loan Documents and the Mezzanine Loan Documents to which it is a party or expressly permitted thereunder, (iv) the making of Restricted Payments to the extent of Restricted Payments permitted to be made to Holdings pursuant to Section 7.6, (v) the receipt and payment of Restricted Payments permitted under Section 7.6, (vi) those related to the Transactions and in connection with the Merger Documents and other agreements contemplated thereby or hereby, (vii) to the extent that Section 7 expressly permits the Borrower or a Restricted Subsidiary to enter into a transaction with Holdings, (viii) activities in connection with or in preparation for an initial public offering and (ix) activities incidental to the foregoing activities.

SECTION 8. EVENTS OF DEFAULT

8.1 Events of Default. If any of the following events shall occur and be continuing:

(a) The Borrower shall fail to pay (i) any principal of any Loan when due in accordance with the terms hereof, (ii) any principal of any Reimbursement Obligation within three Business Days after any such Reimbursement Obligation becomes due in accordance with the terms hereof or (iii) any interest owed by it on any Loan or Reimbursement Obligation, or any other amount payable by it hereunder or under any other Loan Document, within five Business Days after any such interest or other amount becomes due in accordance with the terms hereof; or

(b) (i) On the Closing Date, any Specified Representation, and (ii) at any time after the Closing Date, any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate, document or financial or other statement furnished by it at any time under or in connection with this Agreement or any such other Loan Document, shall in either case prove to have been inaccurate in any material respect and such inaccuracy is adverse to the Lenders on or as of the date made or deemed made or furnished; or

(c) Any Loan Party shall default in the observance or performance of any agreement contained in Section 6.7(a) or Section 7; provided that, any Event of Default under Section 7.1 is subject to cure as contemplated by Section 8.2; or

(d) Any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) through (c) of this Section 8.1), and such default shall continue unremedied for a period of 30 days after the earlier of the date that (x) such Loan Party receives from the Administrative Agent or the Required Lenders notice of the existence of such default or (y) a Responsible Officer of such Loan Party has knowledge thereof; or

(e) Holdings, the Borrower or any of its Restricted Subsidiaries shall (i) default in making any payment of any principal of any Indebtedness for Borrowed Money (excluding the Loans and Reimbursement Obligations) on the scheduled or original due date with respect thereto; or (ii) default in making any payment of any interest on any such Indebtedness for Borrowed Money beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness for Borrowed Money was created; or (iii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness for Borrowed Money or

contained in any instrument or agreement evidencing, securing or relating thereto, or any other event of default shall occur, the effect of which payment or other default or other event of default is to cause, or to permit the holder or beneficiary of such Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, with the giving of notice if required, such Indebtedness for Borrowed Money to become due prior to its stated maturity or to become subject to a mandatory offer to purchase by the obligor thereunder or to become payable; provided that (A) a default, event or condition described in this paragraph shall not at any time constitute an Event of Default unless, at such time, one or more defaults or events of default of the type described in this paragraph shall have occurred and be continuing with respect to Indebtedness for Borrowed Money the outstanding principal amount of which individually exceeds $25,000,000, and in the case of Indebtedness for Borrowed Money of the types described in clauses (i) and (ii) of the definition thereof, with respect to such Indebtedness which exceeds such amount either individually or in the aggregate and (B) this paragraph (e) shall not apply to (i) secured Indebtedness that becomes due as a result of the sale, transfer, destruction or other disposition of the Property or assets securing such Indebtedness for Borrowed Money if such sale, transfer, destruction or other disposition is not prohibited hereunder and under the documents providing for such Indebtedness or (ii) any Guarantee Obligations except to the extent such Guarantee Obligations shall become due and payable by any Loan Party and remain unpaid after any applicable grace period or period permitted following demand for the payment thereof; or

(f) (i) Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) any case, proceeding or other action of a nature referred to in clause (i) above that (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 60 days; or (iii) there shall be commenced against Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against substantially all of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) shall consent to or approve of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(g) (i) Holdings, the Borrower or any of its Restricted Subsidiaries shall incur any liability in connection with any “prohibited transaction” (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan, (ii) a failure to meet the minimum funding standards (as defined in Section 302(a) of ERISA), whether or not waived, shall exist with respect to any Single Employer Plan or any Lien in favor of the PBGC or a Plan shall arise on the assets

of Holdings, the Borrower or any of its Restricted Subsidiaries, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Single Employer Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is reasonably likely to result in the termination of such Single Employer Plan for purposes of Title IV of ERISA, (iv) any Single Employer Plan shall terminate in a distress termination under Section 4041(c) of ERISA or in an involuntary termination by the PBGC under Section 4042 of ERISA, (v) Holdings, the Borrower or any of its Restricted Subsidiaries shall, or is reasonably likely to, incur any liability as a result of a withdrawal from, or the Insolvency or Reorganization of, a Multiemployer Plan or (vi) any other event or condition shall occur or exist with respect to a Plan or a Commonly Controlled Plan; and in each case in clauses (i) through (vi) above, such event or condition, together with all other such events or conditions, if any, could reasonably be expected to result in a direct obligation of Holdings, the Borrower or any of its Restricted Subsidiaries to pay money that could have a Material Adverse Effect; or

(h) One or more judgments or decrees shall be entered against Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) involving for Holdings, the Borrower and any such Restricted Subsidiaries taken as a whole a liability (not paid or fully covered by third-party insurance or effective indemnity) of $25,000,000 (net of any amounts which are covered by insurance or an effective indemnity) or more, and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within 30 days from the entry thereof; or

(i) (i) Any of the Security Documents shall cease, for any reason (other than by reason of the express release thereof in accordance with the terms thereof) to be in full force and effect or shall be asserted in writing by the Borrower or any Subsidiary Guarantor not to be a legal, valid and binding obligation of any party thereto, (ii) any security interest purported to be created by any Security Document and to extend to Collateral that is not immaterial to the Borrower and its Restricted Subsidiaries on a consolidated basis shall cease to be, or shall be asserted in writing by any Loan Party not to be, a valid and perfected security interest (having the priority required by this Agreement or the relevant Security Document) in the securities, assets or properties covered thereby, except to the extent that (x) any such loss of perfection or priority results from limitations of foreign laws, rules and regulations as they apply to pledges of Capital Stock in Foreign Subsidiaries or the application thereof, or from the failure of the Collateral Agent to maintain possession of certificates actually delivered to it representing securities pledged under the Guarantee and Collateral Agreement or to file UCC continuation statements, (y) such loss is covered by a lender's title insurance policy and the Administrative Agent shall be reasonably satisfied with the credit of such insurer or (z) any such loss of validity, perfection or priority is the result of any failure by the Collateral Agent to take any action necessary to secure the validity, perfection or priority of the liens or (iii) the Guarantees pursuant to the Security Documents by any Loan Party of any of the Obligations shall cease to be in full force and effect (other than in accordance with the terms thereof), or shall be asserted in writing by any Loan Party not to be in effect or not to be legal, valid and binding obligations; or

(j) (i) Holdings shall cease to own, directly or indirectly, 100% of the Capital Stock of the Borrower; or (ii) at any time before Holdings' or any Parent Company's Capital Stock is traded on a nationally-recognized stock exchange, the Permitted Investors shall cease to own, directly or indirectly, at least 51% of the Capital Stock of Holdings; or (iii) at any time after Holdings' or any Parent Company's Capital Stock is traded on a nationally-recognized stock exchange and for any reason whatsoever, (x) a majority of the Board of Directors of Holdings shall not be

Continuing Directors or (y) the Permitted Investors shall cease to own, directly or indirectly, at least 35% of the Capital Stock of Holdings and any other "person" or "group" (within the meaning of Rule 13d-5 of the Securities Exchange Act of 1934 as in effect on the date hereof) shall own a greater amount (it being understood that if any such person or group includes one or more Permitted Investors, the shares of Capital Stock of Holdings directly or indirectly owned by the Permitted Investors that are part of such person or group shall not be treated as being owned by such person or group for purposes of determining whether this clause (y) is triggered) (any of the foregoing, a "Change of Control");

then, and in any such event, (A) if such event is an Event of Default specified in clause (i) or (ii) of paragraph (f) above with respect to the Borrower, automatically the Commitments shall immediately terminate and the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents shall immediately become due and payable, and (B) if such event is any other Event of Default, either or both of the following actions may be taken: (i) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower declare the Revolving Commitments to be terminated forthwith, whereupon the Revolving Commitments shall immediately terminate; and (ii) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower, declare the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents to be due and payable forthwith, whereupon the same shall immediately become due and payable. In the case of all Letters of Credit with respect to which presentment for honor shall not have occurred at the time of an acceleration pursuant to this paragraph, the Borrower shall at such time deposit in a cash collateral account opened by the Administrative Agent an amount equal to the aggregate then undrawn and unexpired amount of such Letters of Credit. Amounts held in such cash collateral account shall be applied by the Administrative Agent to the payment of drafts drawn under such Letters of Credit, and the unused portion thereof after all such Letters of Credit shall have expired or been backstopped or been fully drawn upon, if any, shall be applied to repay other obligations of the Borrower hereunder and under the other Loan Documents. After all such Letters of Credit shall have expired or been fully drawn upon, all Reimbursement Obligations shall have been satisfied and all other obligations of the Borrower then due and owing hereunder and under the other Loan Documents shall have been paid in full, the balance, if any, in such cash collateral account shall be returned to the Borrower (or such other Person as may be lawfully entitled thereto). Except as expressly provided above in this Section 8.1 or otherwise in any Loan Document, presentment, demand and protest of any kind are hereby expressly waived by Holdings and the Borrower.

8.2 Specified Equity Contributions. For purposes of determining compliance with Section 7.1 only (and not any other provision of this Agreement, including any such other provision that utilizes a calculation of Consolidated EBITDA), any equity contribution (other than Disqualified Capital Stock) made by Holdings or any of the other direct or indirect equityholders of the Borrower to the Borrower, on or after the Closing Date and on or prior to the day that is 10 Business Days after the day on which financial statements are required to be delivered for such fiscal quarter pursuant to Section 6.1 shall, at the request of the Borrower, be deemed to increase, dollar for dollar, Consolidated EBITDA for such fiscal quarter for the purposes of determining compliance with Section 7.1 at the end of such fiscal quarter and applicable subsequent periods (it being understood that each such contribution shall be effective as to such fiscal quarter for all periods in which such fiscal quarter is included) (any such equity contribution so included in the calculation of Consolidated EBITDA, a "Specified Equity Contribution"); provided that (a) in each four fiscal quarter period there shall be a period of at least three fiscal quarters in which no Specified Equity Contribution is made, (b) the amount of any Specified Equity Contribution shall be no greater than the amount required to cause the Borrower to be in compliance with Section 7.1,

(c) no more than four Specified Equity Contributions may be made in the aggregate prior to the Tranche B Term Loan Maturity Date, (d) Specified Equity Contributions shall not be included in cash, Cash Equivalents and Permitted Liquid Investments for purposes of calculating Consolidated Total Leverage and (e) all Specified Equity Contributions shall be disregarded for any purpose under this Agreement other than determining compliance with Section 7.1.

If, after the making of the Specified Equity Contribution and the recalculations of Consolidated EBITDA pursuant to the preceding paragraph, the Borrower shall then be in compliance with the requirements of Section 7.1, the Borrower shall be deemed to have satisfied the requirements of such covenant as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable Event of Default that had occurred shall be deemed cured.

SECTION 9. THE AGENTS

9.1 Appointment. Each Lender hereby irrevocably designates and appoints each Agent as the agent of such Lender under the Loan Documents and each such Lender irrevocably authorizes each Agent, in such capacity, to take such action on its behalf under the provisions of the applicable Loan Documents and to exercise such powers and perform such duties as are expressly delegated to such Agent by the terms of the applicable Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Agents shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Agents.

9.2 Delegation of Duties. Each Agent may execute any of its duties under the applicable Loan Documents by or through any of its branches, agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Neither Agent shall be responsible for the negligence or misconduct of any agents or attorneys in-fact selected by it with reasonable care.

9.3 Exculpatory Provisions. Neither any Agent nor any of their respective officers, directors, employees, agents, attorneys-in-fact or affiliates shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Agents under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of any Loan Party a party thereto to perform its obligations hereunder or thereunder. The Agents shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party.

9.4 Reliance by the Agents. The Agents shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to

be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to Holdings), independent accountants and other experts selected by the Agents. The Agents may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Agents shall be fully justified in failing or refusing to take any action under the applicable Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all Lenders or the Majority Facility Lenders in respect of any Facility) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Agents shall in all cases be fully protected in acting, or in refraining from acting, under the applicable Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all Lenders or the Majority Facility Lenders in respect of any Facility), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.

9.5 Notice of Default. Neither Agent shall be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless such Agent has received written notice from a Lender, Holdings or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that an Agent receives such a notice, such Agent shall give notice thereof to the Lenders. The Agents shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all Lenders or the Majority Facility Lenders in respect of any Facility); provided that unless and until such Agent shall have received such directions, such Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

9.6 Non-Reliance on Agents and Other Lenders. Each Lender expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, attorneys-in-fact or affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, Property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under the applicable Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, Property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Agents hereunder, the Agents shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, Property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party or any affiliate of a Loan Party that may come into the possession of either Agent or any of its officers, directors, employees, agents, attorneys-in-fact or affiliates.

9.7 Indemnification. The Lenders agree to indemnify each Agent and any Issuing Lender in its capacity as such (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so), ratably according to their respective Aggregate Exposure

Percentages in effect on the date on which indemnification is sought under this Section 9.7 (or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Aggregate Exposure Percentages immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent or any Issuing Lender in any way relating to or arising out of, the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent or any Issuing Lender under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent's or any Issuing Lender's gross negligence or willful misconduct. The agreements in this Section 9.7 shall survive the payment of the Loans and all other amounts payable hereunder.

9.8 Agent in Its Individual Capacity. Each Agent and its affiliates may make loans to, accept deposits from and generally engage in any kind of business with any Loan Party as though such Agent were not an Agent. With respect to its Loans made or renewed by it and with respect to any Letter of Credit issued or participated in by it, each Agent shall have the same rights and powers under the applicable Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender" and "Lenders" shall include each Agent in its individual capacity.

9.9 Successor Agents. Any Agent may resign upon 30 days' notice to the Lenders, the Borrower and the other Agent effective upon appointment of a successor Agent. Upon receipt of any such notice of resignation, the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which successor agent shall (unless an Event of Default under Section 8.1(a) or Section 8.1(f) with respect to the Borrower shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers and duties of such retiring Agent, and the retiring Agent's rights, powers and duties as Agent shall be terminated, without any other or further act or deed on the part of such retiring Agent or any of the parties to this Agreement or any holders of the Loans. If no successor Agent shall have been so appointed by the Required Lenders with such consent of the Borrower and shall have accepted such appointment within 30 days after the retiring Agent's giving of notice of resignation, then the retiring Agent may, on behalf of the Lenders and with the consent of the Borrower (such consent not to be unreasonably withheld or delayed), appoint a successor Agent, that shall be a bank that has an office in New York, New York with a combined capital and surplus of at least $500,000,000. After any retiring Agent's resignation as Agent, the provisions of this Section 9 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement and the other Loan Documents.

9.10 Authorization to Release Liens and Guarantees. The Agents are hereby irrevocably authorized by each of the Lenders to effect any release or subordination of Liens or Guarantee Obligations contemplated by Section 10.15.

9.11 Documentation Agents and Syndication Agent. Neither the Documentation Agents nor the Syndication Agents shall have any duties or responsibilities hereunder in their respective capacities as such.

SECTION 10. MISCELLANEOUS

10.1 Amendments and Waivers. (a) Subject to Section 2.25, neither this Agreement, any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 10.1. The Required Lenders and each Loan Party party to the relevant Loan Document may, or, with the written consent of the Required Lenders, the Agents and each Loan Party party to the relevant Loan Document may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights or obligations of the Agents, the Swingline Lender, the Issuing Lenders, the Lenders or of the Loan Parties or their Subsidiaries hereunder or thereunder or (b) waive, on such terms and conditions as the Required Lenders or the Agents may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall (i) forgive or reduce the principal amount or extend the final scheduled date of maturity of any Loan, extend the scheduled date or reduce the amount of any amortization payment in respect of any Term Loan, reduce the stated rate of any interest, fee or premium payable hereunder (except (A) in connection with the waiver of applicability of any post-default increase in interest rates (which waiver shall be effective with the consent of the Required Lenders) and (B) that any amendment or modification of defined terms used in the financial ratios in this Agreement shall not constitute a reduction in the rate of interest or fees for purposes of this clause (i)) or extend the scheduled date of any payment thereof, or increase the amount or extend the expiration date of any Lender's Commitment, in each case without the written consent of each Lender directly and adversely affected thereby; (ii) amend, modify or waive any provision of paragraph (a) of this Section 10.1 without the written consent of all Lenders; (iii) reduce any percentage specified in the definition of Required Lenders, consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement and the other Loan Documents, release all or substantially all of the Collateral or release all or substantially all of the Guarantors from their obligations under the Guarantee and Collateral Agreement, in each case without the written consent of all Lenders (other than to the extent permitted by Section 7.4); (iv) amend, modify or waive any provision of paragraph (a) or (c) of Section 2.18 without the written consent of all Lenders adversely affected thereby; (v) amend, modify or waive any provision of paragraph (b) of Section 2.18 without the written consent of the Majority Facility Lenders in respect of each Facility adversely affected thereby; (vi) reduce the percentage specified in the definition of Majority Facility Lenders with respect to any Facility without the written consent of all Lenders under such Facility; (vii) amend, modify or waive any provision of Section 9 without the written consent of the Agents; (viii) amend, modify or waive any provision of Section 2.6 or 2.7 with respect to Swingline Loans without the written consent of the Swingline Lender; (ix) amend, modify or waive any provision of Section 3 without the written consent of the Issuing Lenders; or (x) amend the definition of "Change of Control" or amend, modify or waive the provisions of Section 8.1(j) without the written consent of Lenders holding more than 66-2/3% of the sum of (x) the aggregate unpaid principal amount of the Term Loans then outstanding and (y) the Revolving Commitments then in effect or, if the Revolving Commitments have been terminated, the Revolving Extensions of Credit then outstanding. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the Agents and all future holders of the Loans. In the case of any waiver, the Loan Parties, the Lenders and the Agents shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing unless limited by the terms of such waiver; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

(b) Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Agents, Holdings and the Borrower (a) to add one or more additional credit facilities to this Agreement (it being understood that no Lender shall have any obligation to provide or to commit to provide all or any portion of any such additional credit facility) and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Term Loans and Revolving Extensions of Credit and the accrued interest and fees in respect thereof and (b) to include appropriately, after the effectiveness of any such amendment (or amendment and restatement), the Lenders holding such credit facilities in any determination of the Required Lenders and Majority Facility Lenders, as applicable.

(c) In addition, notwithstanding the foregoing, this Agreement may be amended with the written consent of the Agents, Holdings, the Borrower and the Lenders providing the relevant Replacement Term Loans (as defined below) to permit the refinancing of all outstanding Term Loans of any Tranche ("Refinanced Term Loans") with a replacement term loan tranche hereunder ("Replacement Term Loans"); provided that (a) the aggregate principal amount of such Replacement Term Loans shall not exceed the aggregate principal amount of such Refinanced Term Loans, (b) the Applicable Margin for such Replacement Term Loans shall not be higher than the Applicable Margin for such Refinanced Term Loans, (c) the weighted average life to maturity of such Replacement Term Loans shall not be shorter than the weighted average life to maturity of such Refinanced Term Loans at the time of such refinancing and (d) all other terms applicable to such Replacement Term Loans shall be substantially identical to, or less favorable to the Lenders providing such Replacement Term Loans than, those applicable to such Refinanced Term Loans, except to the extent necessary to provide for covenants and other terms applicable to any period after the latest final maturity of the Term Loans in effect immediately prior to such refinancing.

(d) Furthermore, notwithstanding the foregoing, if following the Closing Date, the Administrative Agent and the Borrower shall have jointly identified an obvious error or any error or omission of a technical or immaterial nature, in each case, in any provision of this Agreement or any other Loan Document, then the Administrative Agent and the Borrower shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to this Agreement or any other Loan Document if the same is not objected to in writing by the Required Lenders within five Business Days following receipt of notice thereof; it being understood that posting such amendment electronically on IntraLinks/IntraAgency or another relevant website with notice of such posting by the Administrative Agent to the Required Lenders shall be deemed adequate receipt of notice of such amendment.

10.2 Notices. (a) All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three Business Days after being deposited in the mail, postage prepaid, or, in the case of telecopy notice, when received, addressed as follows in the case of Holdings, the Borrower, the Agents, and as set forth in an administrative questionnaire delivered to the Administrative Agent in the case of the Lenders, or to such other address as may be hereafter notified by the respective parties hereto:

Holdings:	Explorer Investor Corporation 1001 Pennsylvania Avenue, NW Washington, DC 20004 Attention: Ian Fujiyama Telecopy: (202) 347-9250 Telephone: (202) 729-5426
	in each case with a copy to:
	The Carlyle Group 1001 Pennsylvania Avenue, NW Washington, DC 20004 Attention: Ian Fujiyama Telecopy: (202) 347-9250 Telephone: (202) 729-5426
With a copy to:	Debevoise & Plimpton LLP 919 Third Avenue New York, NY 10022 Attention: Gregory H. Woods III Telecopy: (212) 521-7643 Telephone: (212) 909-6643
The Borrower:	Booz Allen Hamilton Inc. 8283 Greensboro Drive McLean VA 22102 Attention: Sam Strickland Telecopy: (703) 902-3011 Telephone: (703) 902-4700
	in each case with a copy to:
	The Carlyle Group 1001 Pennsylvania Avenue, NW Washington, DC 20004 Attention: Ian Fujiyama Telecopy: (202) 347-9250 Telephone: (202) 729-5426
With a copy to:	Debevoise & Plimpton LLP 919 Third Avenue New York, NY 10022 Attention: Gregory H. Woods III Telecopy: (212) 521-7643 Telephone: (212) 909-6643

Agents: Credit Suisse
One Madison Avenue, New York, NY 10010
Attention: Agency Manager
Telecopy: (212) 322-2291
Email: agency.loanops@credit-suisse.com

provided that any notice, request or demand to or upon the Agents, the Lenders, Holdings or the Borrower shall not be effective until received.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. The Agents, Holdings or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

10.3 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of any Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

10.4 Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.

10.5 Payment of Expenses; Indemnification. Except with respect to Taxes which are addressed in Section 2.20, the Borrower agrees (a) to pay or reimburse each Agent for all of its reasonable and documented out-of-pocket costs and expenses incurred in connection with the syndication of the Facilities (other than fees payable to syndicate members) and the development, preparation, execution and delivery of this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith and any amendment, supplement or modification thereto, and, as to the Agents only, the administration of the transactions contemplated hereby and thereby, including, without limitation, the reasonable fees and disbursements and other charges of a single firm of counsel to the Agents (plus one firm of special regulatory counsel and one firm of local counsel per material jurisdiction as may reasonably be necessary in connection with collateral matters) in connection with all of the foregoing, (b) to pay or reimburse each Lender and each Agent for all their reasonable and documented out-of-pocket costs and expenses incurred in connection with the enforcement of any rights under this Agreement, the other Loan Documents and any such other documents, including, without limitation, the documented fees and disbursements of a single firm of counsel and, if necessary, a single firm of special regulatory counsel and a single firm of local counsel per material jurisdiction as may reasonably be necessary, for the Agents and the Lenders, taken as a whole, and (c) to pay, indemnify or reimburse each Lender, each Agent, the Documentation Agents, each Issuing Lender, each Lead Arranger and their respective affiliates, and their respective officers, directors, employees, trustees, advisors, agents and controlling Persons (each, an "Indemnitee") for, and hold each Indemnitee harmless from and against any and all other liabilities, obligations, losses, damages, penalties, costs, expenses or disbursements arising out of any actions, judgments or suits of any kind or nature whatsoever, arising out of or in connection

with any claim, action or proceeding relating to or otherwise with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the other Loan Documents and any such other documents, including, without limitation, any of the foregoing relating to the use of proceeds of the Loans or the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of the Borrower, any of its Subsidiaries or any of the Properties and the fees and disbursements and other charges of legal counsel in connection with claims, actions or proceedings by any Indemnitee against Holdings or the Borrower hereunder (all the foregoing in this clause (c), collectively, the "Indemnified Liabilities"); provided that, neither Holdings nor the Borrower shall have any obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities are found by a court of competent jurisdiction to have resulted from (i) the gross negligence, bad faith or willful misconduct of such Indemnitee or its Related Persons, (ii) a material breach of the Loan Documents by such Indemnitee or its Related Persons or (iii) disputes solely among Indemnitees or their Related Persons (it being understood that this clause (iii) shall not apply to the indemnification of an Agent or Lead Arranger in a suit involving an Agent or Lead Arranger in its capacity as such). For purposes hereof, a "Related Person" of an Indemnitee means (i) if the Indemnitee is any Agent or any of its affiliates or their respective officers, directors, employees, agents and controlling Persons, any of such Agent and its affiliates and their respective officers, directors, employees, agents and controlling Persons, and (ii) if the Indemnitee is any Lender or any of its affiliates or their respective officers, directors, employees, agents and controlling Persons, any of such Lender and its affiliates and their respective officers, directors, employees, agents and controlling Persons. All amounts due under this Section 10.5 shall be payable promptly after receipt of a reasonably detailed invoice therefor. Statements payable by the Borrower pursuant to this Section 10.5 shall be submitted to the Borrower at the address thereof set forth in Section 10.2, or to such other Person or address as may be hereafter designated by the Borrower in a written notice to the Administrative Agent. The agreements in this Section 10.5 shall survive repayment of the Obligations.

10.6 Successors and Assigns; Participations and Assignments. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any affiliate of any Issuing Lender that issues any Letter of Credit), except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 10.6.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may, in compliance with applicable law, assign (other than to any Disqualified Institution or a natural person) to one or more assignees (each, an "Assignee"), all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld or delayed) of:

(A) the Borrower; provided that no consent of the Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund (as defined below), or, if an Event of Default under Section 8.1(a) or 8.1(f) has occurred and is continuing, any other Person; and

(B) the Administrative Agent; provided that no consent of the Administrative Agent shall be required for an assignment to (x) a Lender, an Affiliate of a Lender or an Approved Fund or (y) Holdings, the Borrower or a Subsidiary of the Borrower in connection with a purchase of Term Loans pursuant to Section 2.11(c); and

(C) in the case of an assignment under the Revolving Facility, each Issuing Lender and the Swingline Lender.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitments or Loans under any Facility, the amount of the Commitments or Loans of the assigning Lender subject to each such assignment (determined as of (I) the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or (II) if earlier, the "trade date" (if any) specified in such Assignment and Assumption) shall not be less than (x) $5,000,000, in the case of the Revolving Facility or (y) $1,000,000, in the case of the Tranche A Term Facility or the Tranche B Term Facility, unless the Borrower and the Administrative Agent otherwise consent; provided that (1) no such consent of the Borrower shall be required if an Event of Default under Section 8.1(a) or 8.1(f) has occurred and is continuing and (2) such amounts shall be aggregated in respect of each Lender and its Affiliates or Approved Funds, if any;

(B) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption via an electronic settlement system acceptable to the Administrative Agent and the Borrower (or, at the Borrower's request, manually) together with a processing and recordation fee of $3,500 (which fee may be waived or reduced in the sole discretion of the Administrative Agent); provided that only one such fee shall be payable in the case of contemporaneous assignments to or by two or more related Approved Funds; and

(C) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire and all applicable tax forms; provided that the provisions of this clause (ii) shall not apply to an assignment to Holdings or a Subsidiary of the Borrower in connection with a purchase of Term Loans pursuant to Section 2.11(c).

For the purposes of this Section 10.6, "Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) (i) an entity or an Affiliate of an entity that administers or manages a Lender or (ii) an entity or an Affiliate of an entity that is the investment advisor to a Lender. Notwithstanding the foregoing, no Lender shall be permitted to make assignments under this Agreement to any Disqualified Institutions.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) below, from and after the effective date specified in each Assignment and Assumption the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be subject to the obligations under and entitled to the benefits of Sections 2.19, 2.20, 2.21 and 10.5). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 10.6 shall be treated for purposes of this Agreement as a sale by such

Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section 10.6 (and will be required to comply therewith).

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). Holdings, the Borrower, the Administrative Agent, the Issuing Lenders, the Swingline Lender and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement (and the entries in the Register shall be conclusive absent demonstrable error for such purposes), notwithstanding notice to the contrary. The Register shall be available for inspection by Holdings, the Borrower, the Issuing Lenders, the Swingline Lender and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Assignee, the Assignee's completed administrative questionnaire (unless the Assignee shall already be a Lender hereunder) and all applicable tax forms, the processing and recordation fee referred to in paragraph (b) of this Section 10.6 and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and promptly record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) (i) Any Lender may, without the consent of the Borrower or the Administrative Agent, in compliance with applicable law, sell participations (other than to any Disqualified Institution) to one or more banks or other entities (a "Participant"), in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent, the Issuing Lenders, the Swingline Lender and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1) requires the consent of each Lender directly and adversely affected thereby pursuant to the proviso to the second sentence of Section 10.1 and (2) directly affects such Participant. Subject to paragraph (c)(ii) of this Section 10.6, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.19, 2.20 and 2.21 (if such Participant agrees to have related obligations thereunder) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 10.6. Notwithstanding the foregoing, no Lender shall be permitted to sell participations under this Agreement to any Disqualified Institutions.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.19 or 2.20 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent to such greater amounts. No Participant shall be entitled to the benefits of Section 2.20 unless such Participant complies with Section 2.20(d) or (e), as (and to the extent) applicable, as if such Participant were a Lender.

(d) Any Lender may, without the consent of or notice to the Administrative Agent or the Borrower, at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 10.6 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto.

(e) The Borrower, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring the same (in the case of an assignment, following surrender by the assigning Lender of all Notes representing its assigned interests).

(f) The Borrower may prohibit any assignment if it would require the Borrower to make any filing with any Governmental Authority or qualify any Loan or Note under the laws of any jurisdiction and the Borrower shall be entitled to request and receive such information and assurances as it may reasonably request from any Lender or any Assignee to determine whether any such filing or qualification is required or whether any assignment is otherwise in accordance with applicable law.

(g) Notwithstanding anything to the contrary contained herein, other than pursuant to Section 2.11(c), none of Holdings, the Borrower or any of its Subsidiaries may acquire by assignment, participation or otherwise any right to or interest in any of the Commitments or Loans hereunder (and any such attempted acquisition shall be null and void).

10.7 Adjustments; Set-off. (a) Except to the extent that this Agreement provides for payments to be allocated to a particular Lender or to the Lenders under a particular Facility, if any Lender (a "Benefited Lender") shall at any time receive any payment of all or part of the Obligations owing to it, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by setoff, pursuant to events or proceedings of the nature referred to in Section 8.1(f), or otherwise) in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of such other Lender's Obligations, such Benefited Lender shall purchase for cash from the other Lenders a participating interest in such portion of each such other Lender's Obligations, or shall provide such other Lenders with the benefits of any such collateral, as shall be necessary to cause such Benefited Lender to share the excess payment or benefits of such collateral ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(b) In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right, without prior notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, upon any amount becoming due and payable by the Borrower hereunder (whether at the stated maturity, by acceleration or otherwise) after the expiration of any cure or grace periods, to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final but excluding trust accounts), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any affiliate, branch or agency thereof to or for the credit or the account of the Borrower. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such setoff and application made by such Lender; provided that the failure to give such notice shall not affect the validity of such setoff and application.

10.8 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (i.e., "pdf") transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

10.9 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.10 Integration. This Agreement and the other Loan Documents represent the entire agreement of Holdings, the Borrower, the Agents and the Lenders with respect to the subject matter hereof and thereof.

10.11 **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.**

10.12 Submission to Jurisdiction; Waivers. Each of Holdings and the Borrower hereby irrevocably and unconditionally:

(a) submits for itself and its Property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to it at its address set forth in Section 10.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 10.12 any special, exemplary, punitive or consequential damages.

10.13 Acknowledgments. Each of Holdings and the Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) neither the Agents nor any Lender has any fiduciary relationship with or duty to either of Holdings or the Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Agents and Lenders, on one hand, and Holdings and the Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among Holdings, the Borrower and the Lenders.

10.14 Confidentiality. The Agents and the Lenders agree to treat any and all information, regardless of the medium or form of communication, that is disclosed, provided or furnished, directly or indirectly, by or on behalf of Holdings or any of its affiliates in connection with this Agreement or the transactions contemplated hereby whether furnished before or after the Closing Date ("Confidential Information"), strictly confidential and not to use Confidential Information for any purpose other than evaluating the Merger Transactions and negotiating, making available, syndicating and administering this Agreement (the "Agreed Purposes"). Without limiting the foregoing, each Agent and each Lender agrees to treat any and all Confidential Information with adequate means to preserve its confidentiality, and each Agent and each Lender agrees not to disclose Confidential Information, at any time, in any manner whatsoever, directly or indirectly, to any other Person whomsoever, except (1) to its directors, officers, employees, counsel, advisors, trustees, affiliates and other representatives (collectively, the "Representatives"), to the extent necessary to permit such Representatives to assist in connection with the Agreed Purposes (it being understood that the Representatives to whom such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such Confidential Information confidential), (2) to any pledgee referred to in Section 10.6(d) and prospective Lenders and participants in connection with the syndication (including secondary trading) of the Facilities and Commitments and Loans hereunder, in each case who are informed of the confidential nature of the information and agree to observe and be bound by standard confidentiality terms, (3) upon the request or demand of any Governmental Authority having or purporting to have jurisdiction over it, (4) in response to any order of any Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, (5) to the extent reasonably required or necessary, in connection with any litigation or similar proceeding relating to the Facilities, (6) that has been publicly disclosed other than in breach of this Section 10.14, (7) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender or in connection with examinations or audits of such Lender or (8) to the extent reasonably required or necessary, in connection with the exercise of any remedy under the Loan Documents. Each Agent and each Lender acknowledges that (i) Confidential Information includes information that is not otherwise publicly available and that such non-public information may constitute confidential business information which is proprietary to the Borrower and (ii) the Borrower has advised the Agents and the Lenders that it is relying on the Confidential Information for its success and would not disclose the Confidential Information to the Agents and the Lenders without the confidentiality provisions of this Agreement. All information, including requests for waivers and amendments, furnished by the Borrower or the Administrative Agent pursuant to, or in the course of administering, this Agreement will be syndicate-

level information, which may contain material non-public information about the Borrower and its Affiliates and their related parties or their respective securities. Accordingly, each Lender represents to the Borrower and the Administrative Agent that it has identified in its administrative questionnaire a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law, including Federal and state securities laws.

10.15 Release of Collateral and Guarantee Obligations; Subordination of Liens. (a) Notwithstanding anything to the contrary contained herein or in any other Loan Document, upon request of the Borrower in connection with any Disposition of Property permitted by the Loan Documents, the Collateral Agent shall (without notice to, or vote or consent of, any Lender, or any affiliate of any Lender that is a party to any Specified Hedge Agreement or Cash Management Obligations or contingent or indemnification obligations not then due) take such actions as shall be required to release its security interest in any Collateral being Disposed of in such Disposition, and to release any Guarantee Obligations under any Loan Document of any Person being Disposed of in such Disposition, to the extent necessary to permit consummation of such Disposition in accordance with the Loan Documents. Any representation, warranty or covenant contained in any Loan Document relating to any such Property so Disposed of (other than Property Disposed of to the Borrower or any of its Restricted Subsidiaries) shall no longer be deemed to be repeated once such Property is so Disposed of.

(b) Notwithstanding anything to the contrary contained herein or any other Loan Document, when all Obligations (other than (x) obligations in respect of any Specified Hedge Agreement or Cash Management Obligations and (y) any contingent or indemnification obligations not then due) have been paid in full, all Commitments have terminated or expired and no Letter of Credit shall be outstanding that is not cash collateralized or backstopped, upon request of Holdings or the Borrower, the Collateral Agent shall (without notice to, or vote or consent of, any Lender, or any affiliate of any Lender that is a party to any Specified Hedge Agreement or documentation in respect of Cash Management Obligations) take such actions as shall be required to release its security interest in all Collateral, and to release all Guarantee Obligations under any Loan Document, whether or not on the date of such release there may be outstanding Obligations in respect of Specified Hedge Agreements or Cash Management Obligations or contingent or indemnification obligations not then due. Any such release of Guarantee Obligations shall be deemed subject to the provision that such Guarantee Obligations shall be reinstated if after such release any portion of any payment in respect of the Obligations guaranteed thereby shall be rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its Property, or otherwise, all as though such payment had not been made.

(c) Notwithstanding anything to the contrary contained herein or in any other Loan Document, upon request of Holdings or the Borrower in connection with any Liens permitted by the Loan Documents, the Collateral Agent shall (without notice to, or vote or consent of, any Lender) take such actions as shall be required to subordinate the Lien on any Collateral to any Lien permitted under Section 7.3.

10.16 Accounting Changes. In the event that any Accounting Change (as defined below) shall occur and such change results in a change in the method of calculation of financial ratios, standards or terms in this Agreement, then the Borrower and the Administrative Agent agree to enter into negotiations in order to amend such provisions of this Agreement so as to equitably reflect such Accounting Changes with the desired result that the criteria for evaluating the Borrower’s financial condition shall be the same after such Accounting Changes as if such Accounting Changes had not been

made. Until such time as such an amendment shall have been executed and delivered by the Borrower, the Administrative Agent and the Required Lenders, all financial ratios, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred. "Accounting Changes" refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC.

10.17 **WAIVERS OF JURY TRIAL. EACH OF HOLDINGS, THE BORROWER, THE AGENTS AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

10.18 USA PATRIOT ACT. Each Lender hereby notifies the Loan Parties that pursuant to the requirements of the USA Patriot Act (Title III of Publ. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Loan Parties, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Loan Parties in accordance with the Act.

10.19 Effect of Certain Inaccuracies. In the event that any financial statement delivered pursuant to Section 6.1(a) or (b) or any Compliance Certificate delivered pursuant to Section 6.2(b) is inaccurate, and such inaccuracy, if corrected, would have led to the application of a higher Applicable Margin or Applicable Commitment Fee Rate for any period (an "Applicable Period") than the Applicable Margin or Applicable Commitment Fee Rate for such Applicable Period, then (i) promptly following the correction of such financial statement by the Borrower, the Borrower shall deliver to the Administrative Agent a corrected financial statement and a corrected Compliance Certificate for such Applicable Period, (ii) the Applicable Margin and Applicable Commitment Fee Rate for the twelve month period preceding the delivery of such corrected financial statement and Compliance Certificate shall be determined based on the corrected Compliance Certificate for such Applicable Period and (iii) the Borrower shall promptly pay to the Administrative Agent the accrued additional interest or commitment fees owing as a result of such increased Applicable Margin or Applicable Commitment Fee Rate for such twelve month period. This Section 10.19 shall not limit the rights of the Administrative Agent or the Lenders hereunder, including under Section 8.1.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

EXPLORER INVESTOR CORPORATION,
as Holdings

By: /s/ Ian Fujiyama
Name: Ian Fujiyama
Title: Vice President

EXPLORER MERGER SUB CORPORATION,
as Initial Borrower

By: /s/ Ian Fujiyama
Name: Ian Fujiyama
Title: Vice President

BOOZ ALLEN HAMILTON INC.,
as Surviving Borrower

By: /s/ Ralph Shrader
Name: Ralph Shrader
Title: Chairman and Chief Executive Officer

By: /s/ CG Appleby
Name: CG Appleby
Title: Secretary

CREDIT SUISSE, CAYMAN ISLANDS BRANCH
as Administrative Agent, Collateral Agent, Issuing Lender, Swingline Lender and a Lender

By: /s/ John D. Toronto
Name: John D. Toronto
Title: Director

By: /s/ Shaheen Malik
Name: Shaheen Malik
Title: Associate

BANK OF AMERICA, N.A.,
as Syndication Agent and a Lender

By: /s/ Bradford Jones
Name: Bradford Jones
Title: Managing Director

LEHMAN BROTHERS COMMERCIAL BANK,
as a Lender and Documentation Agent

By: /s/ Darren S. Lane
Name: Darren S. Lane
Title: Operations Officer

C.I.T. LEASING CORPORATION,
as Documentation Agent

By: /s/ Greg Wheeless
Name: Greg Wheeless
Title: Director

SUMITOMO MITSUI BANKING CORPORATION,
as Lender and Documentation Agent

By: /s/ Yoshihiro Hyakutome
Name: Yoshihiro Hyakutome
Title: General Manager

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Lender

By: /s/ Martin J. Mahoney
Name: Martin J. Mahoney
Title: Duly Authorized Signatory

THE BANK OF NOVA SCOTIA,
as Lender

By: /s/ Steven S. Kerr
Name: Steven S. Kerr
Title: Managing Director

BANK OF TOKYO-MITSUBISHI UFJ
TRUST COMPANY,
as Lender

By: /s/ Charles Stewart
Name: Charles Stewart
Title: Vice President

NATIXIS,
as Lender

By: /s/ Edward N. Parkes IV
Name: Edward N. Parkes IV
Title: Director

By: /s/ Harold Birk
Name: Harold Birk
Title: Managing Director

CIT BANK,
as Lender

By: /s/ Daniel Burnett
Name: Daniel Burnett
Title: Authorized Signatory

CALYON NEW YORK BRANCH,
as Lender

By: /s/ A. Averbukh
Name: A. Averbukh
Title: Managing Director

By: /s/ Elvis Grgurovic
Name: Elvis Grgurovic
Title: Director

SCHEDULES

to

CREDIT AGREEMENT[1]

among

EXPLORER INVESTOR CORPORATION,

EXPLORER MERGER SUB CORPORATION,
as the Initial Borrower,

BOOZ ALLEN HAMILTON INC.,
as the Surviving Borrower,

The Several Lenders from Time to Time Parties Hereto,

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Administrative Agent and Collateral Agent,

BANK OF AMERICA, N.A.,
as Syndication Agent,

LEHMAN BROTHERS COMMERICAL BANK,
C.I.T. LEASING CORPORATION and
SUMITOMO MITSUI BANKING CORPORATION,
as Documentation Agents.

and

CREDIT SUISSE,
as Issuing Lender

Dated as of July 31, 2008

BANC OF AMERICA SECURITIES, LLC,
CREDIT SUISSE SECURITIES (USA) LLC,
LEHMAN BROTHERS INC.
and
SUMITOMO MITSUI BANKING CORPORATION
as Joint Lead Arrangers and Joint Bookrunners

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[1] Capitalized terms used but not defined in this Disclosure Schedule shall have the meanings assigned in the Credit Agreement

Schedule 1.1
to Credit Agreement

Excluded Subsidiaries

Booz Allen Hamilton Intellectual Property Holdings, LLC

Schedule 2.1
to Credit Agreement

Commitments

Lender	Revolving Commitment	Tranche A Term Commitment	Tranche B Term Commitment
Credit Suisse	$ 21,250,000.00	$ 6,666,666.67	$355,333,333.34
Lehman Brothers Commercial Bank	$ 21,250,000.00	$ 3,333,333.33	$177,666,666.66
Bank of America, N.A.	$ 21,250,000.00	—	—
Sumitomo Mitsui Banking Corporation	$ 21,250,000.00	$ 20,000,000.00	—
CIT Bank	$ 15,000,000.00	$ 20,000,000.00	—
Bank of Tokyo-Mitsubishi UFJ Trust Company	—	$ 20,000,000.00	—
Calyon New York Branch	—	$ 35,000,000.00	$ 5,000,000.00
General Electric Capital Corporation	—	$ 5,000,000.00	$ 25,000,000.00
Natixis	—	$ 3,000,000.00	$ 12,000,000.00
The Bank of Nova Scotia	—	$ 12,000,000.00	$ 10,000,000.00
Total	**$100,000,000.00**	**$125,000,000.00**	**$585,000,000.00**

Schedule 4.3
to Credit Agreement

Existence; Compliance with Law

Booz Allen Transportation Inc. is not in good standing due to New York State franchise tax returns missing and franchise tax payments past due for the following periods: 9/30/1989 and 10/31/2002 including 9/30/2002, 9/30/2003 and 3/31/2006 MTA Surcharge Reports.

Schedule 4.4
to Credit Agreement

Consents, Authorizations, Filings and Notices

Government Approvals:

None.

Consents:

None.

Schedule 4.6
to Credit Agreement

Litigation

None.

Schedule 4.8A
to Credit Agreement

Excepted Property

None.

Schedule 4.8B
to Credit Agreement

Owned Real Property

None.

Leased Real Property

OFFICE	ADDRESS	LOCATION	ZIP CODE	Commencement/ Renewal Date	Expiry Date
EXEC SUITE [7]	6565 Americas Parkway, 215 — 218	Albuquerque, NM	87110	12/1/2006, 10/1/2007	9/30/2008
OFFICE	6363 Walker Lane	Alexandria, VA	22301	3/6/2007	7/31/2012
OFFICE	134 National Business Parkway, Suite 100, 200 & 300	Annapolis Junction, MD	20701	5/19/1999	9/30/2009
OFFICE	304 Sentinel Drive	Annapolis Junction, MD	20701	1/1/2006	12/31/2015
OFFICE	2345 Crystal Drive, Suite 913	Arlington, VA	22202	6/1/1994, 4/1/2007	3/31/2011
OFFICE	1530 Wilson Boulevard, Suite 100	Arlington, VA	22209	10/10/2003	10/31/2008
OFFICE	3811 N. Fairfax Drive (10th Fl)	Arlington, VA	22203	11/14/2002	11/30/2009
OFFICE	4001 N. Fairfax Drive, Suite 750	Arlington, VA	22203	10/1/1995	12/31/2010
OFFICE	3811 N. Fairfax Drive, Suite 600 (6th Fl)	Arlington, VA	22203	11/14/2001, 2/20/2007	11/30/2011
OFFICE	1550 Crystal Drive, Suite 1100	Arlington, VA	22202	2/1/1994, 1/1/2007	12/31/2011
DUPLICATE	1550 Crystal Drive, Suite 1205	Arlington, VA	22202	9/1/1998, 1/1/2007	12/31/2011
OFFICE	33 Pervaya Magistralnaya Street, Suite 1002	Astana, Kazakhstan		1/1/2007	12/31/2008
OFFICE [7]	230 Peachtree Street, Suite 2100	Atlanta, GA	30303	7/1/1999, 7/1/2004	6/30/2012

OFFICE	ADDRESS	LOCATION	ZIP CODE	Commencement/ Renewal Date	Expiry Date
APARTMENT [3, 1]	J. Jabbarly Street, 44	Baku, Azerbaijan		9/1/2006	11/30/2008
DIRECT CHARGE — Storage	201 N. Charles Street	Baltimore, MD	21201	6/18/1997, 5/25/2005	M-T-M
OFFICE	201 N. Charles Street, Suite 1201	Baltimore, MD	21201	6/1/1996, 6/6/2007	9/30/2010
OFFICE [7]	4692 Millenium Drive, Suite 200	Belcamp, MD		4/1/2006	3/31/2013
EXPANSION SPACE	4692 Millenium Drive, Suite 300	Belcamp, MD		4/1/2008	3/31/2013
USAID OFFICE	24, Smiljaniceva Street	Belgrade, Serbia		9/1/2006	1st floor: 9/30/2010; 2nd floor: 9/30/2008
USAID OFFICE	17, Dalmatiuska Street	Belgrade, Serbia		3/1/2008	2/28/2011
OFFICE	22 Batterymarch Street, 2nd and 5th Floors	Boston, MA	02109	3/1/2000	2/28/2010
STORAGE	22 Batterymarch Street	Boston, MA	02109	6/15/2000	2/28/2010
EXEC SUITE	35 Corporate Drive, 4th floor	Burlington, MA	1803	8/1/2006, 1/1/2008	12/31/2008
OFFICE	15059 Conference Center Drive, 3rd Floor	Chantilly, VA	22021	4/1/2001, 4/1/2008	3/31/2013
OFFICE	Ashley Center, 4401 Belle Oaks Drive, Suite 310	Charleston, SC	29405	9/1/2002, 9/1/2007	8/31/2012
OFFICE	1001 Research Park Blvd, Suite 300	Charlottesville, VA	22911	2/12/2007	2/28/2012
DIRECT CHARGE [1]	1450 Academy Park Loop, 2nd Floor	Colorado Springs, CO	80910	12/15/2004, 10/1/2007	8/31/2008
OFFICE	121 South Tejon Street (Plaza of the Rockies) (9th fl)	Colorado Springs, CO	80910	10/28/2002, 5/1/2004	4/30/2009
DUPLICATE	121 South Tejon Street (Plaza of the Rockies) 11th Fl	Colorado Springs, CO	80910	12/18/2006	12/31/2011
DUPLICATE	121 South Tejon Street (Plaza of the Rockies) (10th fl)	Colorado Springs, CO	80910	10/1/2003	5/31/2014
DIRECT CHARGE / License Agreement	1050 North Newport Drive	Colorado Springs, CO	80916	9/1/2007	M-T-M

OFFICE	ADDRESS	LOCATION	ZIP CODE	Commencement/ Renewal Date	Expiry Date
OFFICE [1]	1900 Founders Drive, Suite 300	Dayton, OH (Kettering)	45420	12/1/2002, 2/1/2008	11/30/2012
Direct Charge	17286 Dumfries Road	Dumfries, VA	22026	9/1/2006	M-T-M
EXECUTIVE SUITE	2530 Meridian Parkway	Durham, NC	27713	5/13/2008	9/30/2008
OFFICE	151 Industrial Way East	Eatontown, NJ	07724	7/9/1993, 5/1/2004	4/30/2009
DUPLICATE	151 Industrial Way East, Building C	Eatontown, NJ	07724	10/20/2006	4/30/2009
DIRECT CHARGE / License Agreement [5]	2350 E. El Segundo Boulevard	El Segundo, CA	90245	10/1/2004, 10/1/2007	9/30/2010
OFFICE [1]	5201 Leesburg Pike, Suite 400	Falls Church, VA	22041	4/1/1998, 4/1/2002, 4/1/2007	6/30/2009
DIRECT CHARGE — Storage	Skyline 3, 5201 Leesburg Pike	Falls Church, VA	22041	9/1/2001	6/14/2009
DIRECT CHARGE — Storage	Skyline 5, 5111 Leesburg Pike, B100	Falls Church, VA	22041	9/1/2001	6/14/2009
OFFICE	5205 Leesburg Pike, Suite 402	Falls Church, VA	22041	1/1/2001	12/31/2010
EXECUTIVE SUITE	5235 Westview Drive, Suite 100	Frederick, MD	21073	7/14/2008	7/31/2009
OFFICE	5299 DTC Boulevard, Suite 410	Greenwood Village, CO	80111	9/22/1997, 10/1/2007	9/30/2010
OFFICE [1]	1331 Ashton Road, Ste C&E	Hanover, MD	21076	10/15/1998, 10/1/2007	9/30/2008
OFFICE	13200 Woodland Park Road	Herndon, VA	20171	7/19/2004	12/31/2015
DUPLICATE [1, 2]	737 Bishop Street, Suite 2800, Mauka Tower	Honolulu, HI	96813	8/7/2000, 4/22/2003, 6/6/2008	8/31/2009
OFFICE	733 Bishop Street, Suite 3000, Makai Tower	Honolulu, HI	96813	3/1/2005	8/31/2009
OFFICE	2525 Bay Area Boulevard, Suite 290	Houston, TX	77058	4/1/1992, 4/1/2008	8/31/2008 (negotiating 1-yr. extension)

OFFICE	ADDRESS	LOCATION	ZIP CODE	Commencement/ Renewal Date	Expiry Date
OFFICE[9]	2625 Bay Area Boulevard, Suite 550	Houston, TX	77058	4/1/2007, 4/1/2008	8/31/2008
OFFICE	Cummings Research Park, Suite 200, 6703 Odyssey Drive	Huntsville, AL	35806	10/24/2003, 2/1/2007	1/31/2012
EXEC SUITE	8888 Keystone Crossing, Suite 1300	Indianapolis, IN	46240	9/1/2006, 6/14/2007	7/31/2009
OFFICE	7th Floor, Menara BDN, JI. M.H. Thamrin No. 5, Jakarta Pusat	Jakarta, Indonesia	10340	12/1/2006	9/30/2009
OFFICE	1 Pasquerilla Plaza, Suite 128	Johnstown, PA	15901	10/15/2005	10/31/2010
EXEC SUITE	2300 Main Street, Suite 900	Kansas City, MO	64108	2/1/2007, 2/1/2008	1/31/2009
OFFICE	12B/V Igorivska Street, 5th Floor	Kiev, Ukraine		4/1/2007	12/9/2008
OFFICE	9500 Hillwood Drive, Suite 140	Las Vegas, NV	89134	4/13/2004, 5/1/2007	4/30/2010
OFFICE [7]	The Abernathy Bldg., 1122 North Second St.	Leavenworth, KS	66048	7/1/2001, 7/22/2005, 9/1/2007	7/31/2010
OFFICE	46950 Bradley Blvd	Lexington Park, MD	20653	10/1/1991	9/30/2008
DUPLICATE	46950 Bradley Blvd, Building #2	Lexington Park, MD	20653	12/1/1998	9/30/2008
TEMP OFFICE	46610 Expedition Drive, Suite 100	Lexington Park, MD	20653	9/15/2006	9/30/2008
Sublease 1 office	46610 Expedition Drive, Suite 101	Lexington Park, MD	20653	1/1/2007	M-T-M
DUPLICATE	900 Elk Ridge Landing Road, Airport Square II	Linthicum, MD	21090	8/26/1996	9/30/2008
OFFICE	900 Elk Ridge Landing Road, Airport Square II	Linthicum, MD	21090	9/1/2003	9/30/2008
OFFICE	515 S. Flower Street, 36th Floor (REGUS)	Los Angeles, CA	90071	4/15/08	4/30/2009
DUPLICATE	5220 Pacific Concourse Drive, Suite 390	Los Angeles, CA	90045	9/28/92, 10/1/07	7/31/2009
OFFICE	5220 Pacific Concourse Drive, 2nd Floor	Los Angeles, CA	90045	7/13/04	7/31/2009
OFFICE	8281 Greensboro Drive	McLean, VA	22102	1/1/1992	12/31/2010
OFFICE	8251 Greensboro Drive	McLean, VA	22102	6/4/1993	12/31/2010
DUPLICATE	8251 Greensboro Drive	McLean, VA	22102	5/1/2004	12/31/2010
OFFICE	8283 Greensboro Drive	McLean, VA	22102	1/21/1996	1/31/2011

OFFICE	ADDRESS	LOCATION	ZIP CODE	Commencement/ Renewal Date	Expiry Date
OFFICE	8285 Greensboro Drive	McLean, VA	22102	1/2/2000	1/31/2012
OFFICE	8255 Greensboro Drive	McLean, VA	22102	4/2/2002	6/30/2014
EXEC SUITE	6767 N. Wickham Road, Suite A-401	Melbourne, FL	32940	07/12/05	12/31/2008
EXEC SUITE	5201 Blue Lagoon Drive, 9th Floor	Miami, FL	33126	7/1/2006	6/30/2009
EXEC SUITE	2501 Liberty Parkway, Suite 200	Midwest City, OK	73110	8/1/2007	7/31/2009
OFFICE	430 Davis Drive, Suite 150	Morrisville, NC	27560	3/1/2005	5/31/2010
OFFICE	Office 28, Building 1, Entrance 3 House 7/5, Bol'shaya Dmitrovka Street	Moscow, Russia	12	4/1/2004	3/31/2009
OFFICE[1, 2]	111 Veterans Boulevard, Suite 230	New Orleans, LA	70005	3/31/2002, 3/21/2007	3/31/2009
OFFICE	Three Gateway Center, Suite 1625,100 Mulberry Street	Newark, NJ	07102	6/20/1996, 7/1/2006	6/30/2009
OFFICE	221 Third Street, 6th Floor, Admiral's Gate Tower	Newport, RI	02840	11/1/1998, 11/1/2007	10/31/2010
OFFICE	Twin Oaks II, 5800 Lake Wright Drive — 1st, 3rd, 4th floors	Norfolk, VA	23502	4/1/2002	4/30/2010
DIRECT CHARGE[1 or 6]	39555 Orchard Hill Place, Suite 600	Novi, MI	48375	10/1/2007	7/31/2008
OFFICE [4]	1003 E. Wesley Drive, Suite C	O'Fallon, IL	62269	12/6/2007	12/5/2012
OFFICE [1]	1299 Farnam Street, Suite 1230	Omaha, NE	68102	4/1/2003, 4/15/2008	6/30/2010
OFFICE	6825 Pine Street, Suite 358	Omaha, NE	68106	8/29/07	8/28/2012
EXEC SUITE	333 City Boulevard West — 17th Floor	Orange, CA	92868	10/1/2005, 4/1/2007	6/30/2008
OFFICE	13501 Ingenuity Drive, Suite 228, One Resource Square	Orlando, FL	32826	12/1/1999, 6/1/2004	11/30/2009
OFFICE	6710 Oxon Hill Road	Oxon Hill, MD	20745	5/7/2008	5/6/2013
OFFICE	220 West Garden Street, Suite 600	Pensacola, FL	32502	3/28/2005	1/31/2011

OFFICE	ADDRESS	LOCATION	ZIP CODE	Commencement/ Renewal Date	Expiry Date
OFFICE	1818 Market Street, 27th Floor	Philadelphia, PA	19103	11/8/1999, 11/1/2004	3/31/2010
DIRECT CHARGE	Pueblo Union Depot, 104 West B Street	Pueblo, CO	81003	11/7/2005, 1/1/2008	12/31/2008
LICENSE AGREEMENT (for one person in ACWA Public Outreach Office)	104 West B Street	Pueblo, CO	81003	11/7/2005	M-T-M
OFFICE	1003-D N. Wilson Road	Radcliff, KY	40160	12/1/2006	11/30/2009
DIRECT CHARGE	1000 Commercial Drive, Suite #2	Richmond, KY	40475	1/5/2006	12/31/2008
License Agreement	900 E North Heritage Drive, Suite 1	Ridgcrest, CA	93555	12/1/2006	2/29/2009
OFFICE	Rock Island Arsenal, Building 62, Ground Floor, West Wing	Rock Island, IL	61299	4/27/2007	7/31/2008
OFFICE [6]	12345 Parklawn Drive	Rockville, MD	20852	10/2/1998, 8/1/2006	7/31/2008
OFFICE [6]	6010 Executive Blvd	Rockville, MD	20852	5/14/1999, 6/1/2001, 8/1/2006	7/31/2008
OFFICE [4, 2]	One Preserve Parkway, 2600 Tower Oaks Blvd.	Rockville, MD	20852	2/15/08	10/31/2015
OFFICE	1101 Wootton Parkway, Suite 800	Rockville, MD	20852	3/15/2003	3/31/2013
OFFICE	500 Avery Lane	Rome, NY	13421	7/1/2008	6/30/2013
OFFICE	201 South Main Street, Suite 950	Salt Lake City, UT	84111	5/10/2005	6/30/2010
OFFICE	4241 Piedras Drive East, Suite 165	San Antonio, TX	78228	9/1/2001, 1/13/2005	1/12/2010
OFFICE	700 N. St. Mary's St., Suite 700 (Riverwalk Plaza)	San Antonio, TX	78205	10/28/2002	7/31/2011
DUPLICATE	1615 Murray Canyon, Suite 900	San Diego, CA	92108	2/17/2004	5/31/2009
DUPLICATE	1615 Murray Canyon, Suite 140 & 615	San Diego, CA	92108	7/20/2006	7/31/2011
DUPLICATE	1615 Murray Canyon, Suite 800 (w/1010 &300)	San Diego, CA	92108	9/1/1996, 1/12/2006	5/31/2012
DUPLICATE	1615 Murray Canyon, Suite 1010 (w/800 & 300	San Diego, CA	92108	12/16/98, 1/12/2006	5/31/2012

OFFICE	ADDRESS	LOCATION	ZIP CODE	Commencement/ Renewal Date	Expiry Date
DUPLICATE	1615 Murray Canyon, Suite 300 (w/800 & 1010)	San Diego, CA	92108	6/10/2000, 1/12/2006	5/31/2012
OFFICE	3201 Airpark Drive, Suite 202	Santa Maria, CA	93455	3/1/2002, 5/12/2007	5/11/2010
OFFICE	101 California Street, Suite 3300	San Francisco, CA	94111-5855	12/15/1994	1/21/2014
EXEC SUITE	1990 Main Street, Suite 737, 739, 741 & 748	Sarasota, FL	34236	2/1/2008	1/31/2009
EXEC SUITE 4	720 Olive Way, Suite 1250	Seattle, WA	98101	9/1/2007	8/31/2012
License Agreement	500 N. Garden Avenue, 1B	Sierra Vista, AZ	85635	11/1/2007	10/31/2008
OFFICE 4	2/4 Nikola Vapcarov St	Skopje, Macedonia		11/20/2006	9/28/2011
OFFICE	25 Center Street, Suite 103	Stafford, VA	22556	7/16/2001, 8/1/2006	7/31/2011
DIRECT CHARGE	385 Moffett Park Drive, Suite 200	Sunnyvale, CA	94089	6/1/2005	5/31/2010
OFFICE	4890 W. Kennedy Boulevard, Suite 400, 475	Tampa, FL	33609	12/1/1992, 10/1/2006	9/30/2009
EXEC SUITE	7 Bambis Rigi St.	Tbilisi, Georgia	0105	4/20/2006	1/20/2009
OFFICE 4	2900 100 Street	Urbandale, IA	50322	3/26/2007	3/31/2012
EXEC SUITE1	308 N. Davis Drive, Suite 120	Warner Robins, Georgia	31088	5/1/2007, 10/31/2007, [To be fully executed]	4/30/2009
SUBLEASE	East Columbia Square, 555 13th Street N.W., Suite 480	Washington, DC	20004	5/1/1998, 1/1/2006	2/28/2009
SUBLEASE	700 13th Street, N.W.	Washington, DC	20005	8/22/2003	1/31/2012 (lease) 1/30/2012 (sublease)
OFFICE	1201 M Street, S.E., Suite 220	Washington, DC	20003	11/12/2001, 12/1/2006	11/30/2009
OFFICE	955 L'Enfant Plaza North, S.W. Suite 5300	Washington, DC	20024	11/19/2004	11/30/2009
DIRECT CHARGE	One Technology Drive, 2nd Floor	Westborough, MA	01581	4/19/2007	4/27/2010

OFFICE	ADDRESS	LOCATION	ZIP CODE	Commencement/ Renewal Date	Expiry Date
OFFICE	Dragon Hill Lodge, Bldg 40508, South Post, Yongson	Seoul, South Korea		4/1/08	3/31/09

Note: 1: Lease Renewal/Extension; 2: Waiting for signed Lease; 3: Mail Drop or Apartment; 4: New Office; 5: Temp Office; 6: Closing Office; 7: Expansion; 8: Renovation; 9: Relocating

Schedule 4.14
to Credit Agreement

Subsidiaries

(a) Subsidiaries – All Subsidiaries, other than Booz Allen Hamilton Intellectual Property Holdings, LLC, are restricted on the Closing Date.

Entity	Jurisdiction of Incorporation	Parent	Class of Equity Interest	Percent Held
Aestix, Inc.	Delaware	Booz Allen Hamilton Inc.	Common Stock Preferred Stock	100% 100%
ASE, Inc.	Delaware	Booz Allen Hamilton Inc.	Common Stock	100%
Booz Allen Hamilton Intellectual Property Holdings, LLC	Delaware	Booz Allen Hamilton Inc.	Class A Member Interest	100% of Class A Member Interests
Booz Allen Transportation Inc.	New York	Booz Allen Hamilton Inc.	Common Stock	100%
Aestix (UK) Ltd.	United Kingdom	Aestix, Inc.	Ordinary Shares	100%

(b) Outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to officers, employees or directors and directors' qualifying shares) of any nature relating to any Capital Stock the Borrower or any of its Restricted Subsidiaries:

None.

Schedule 4.17
to Credit Agreement

U.C.C. Filing Jurisdictions

Entity Name	Office
ASE, Inc.	Delaware Secretary of State Department of Corporations Uniform Commercial Code Division 401 Federal Street Dover, DE 19901
Aestix, Inc.	Delaware Secretary of State Department of Corporations Uniform Commercial Code Division 401 Federal Street Dover, DE 19901
Booz Allen Hamilton Inc.	Delaware Secretary of State Department of Corporations Uniform Commercial Code Division 401 Federal Street Dover, DE 19901
Booz Allen Transportation Inc.	The Division of Corporations, State Records and Uniform Commercial Code One Commerce Plaza 99 Washington Avenue, Suite 600 Albany, NY 12231
Explorer Investor Corporation	Delaware Secretary of State Department of Corporations Uniform Commercial Code Division 401 Federal Street Dover, DE 19901
Explorer Merger Sub Corporation	Delaware Secretary of State Department of Corporations Uniform Commercial Code Division 401 Federal Street Dover, DE 19901

Schedule 6.10
to Credit Agreement

Post-Closing Undertakings

Evidence that Booz Allen Transportation Inc. is in good standing with the New York State Department of Taxation and Finance to be delivered to Administrative Agent no later than 60 days following the Closing Date.

Schedule 7.2(d)
To Credit Agreement

Existing Indebtedness

Outstanding Letters of Credit

Issuing Lender	Reference #	Beneficiary	Issue Date	Expiry Date	Currency	USD Amount
Citibank	NY-61640142 Lease	Citibank International (London)—Moscow Lease	04/19/05	10/31/09	USD	$ 62,675.00
Citibank	NY-63661500 Bid Bond	Citibank, Romania—Ministry fro Small and Medium Size Enterprises	04/23/08	Expires Citibank Romania 12/30/08; Expires Citibank New York 01/31/09	LEI	$ 7,094.23
Citibank	NY-61667052 Performance	Citibank UAE—GHQ Armed Forces	07/05/07	Expires Citibank UAE 07/31/17; Expires Citibank New York 08/31/17	AED	$ 82,719.00
Citibank	NY-61671197 Performance	Citibank Egypt—Fast Missile Craft	12/11/07	10/01/08	USD	$150,000.00
JP Morgan Chase Manhattan Bank	T-247850 Financial	ACE—Workers' Comp Guarantee	04/28/04	Open-Ended	USD	$845,585.00

Schedule 7.3(f)
to Credit Agreement

Existing Liens

Debtor	Jurisdiction	Filing	Secured Party	Collateral	Original File Date	Original File No.
Booz Allen Hamilton Inc.	Delaware Secretary of State	UCC Continuation	BLC Corporation	Leased equipment	02/09/06	60494369
Booz Allen Hamilton Inc.	Delaware Secretary of State	UCC Continuation	BLC Corporation	Leased equipment	01/03/07	70024322
Booz Allen Hamilton Inc.	Delaware Secretary of State	UCC Continuation	Financial Leasing Corporation	Leased equipment	01/03/07	70024199
Booz Allen Hamilton Inc.	Delaware Secretary of State	UCC Continuation	BLC Corporation	Leased equipment	09/18/07	73516696
Booz Allen Hamilton Inc.	Delaware Secretary of State	UCC-1	McGrath Rentcorp and TRS-Rentelco	Leased equipment	07/11/08	20082384954

Liens of Booz Allen Transportation Inc. arising from New York State franchise tax returns missing and franchise tax payments past due for the following periods: 9/30/1989 and 10/31/2002 including 9/30/2002, 9/30/2003 and 3/31/2006 MTA Surcharge Reports.

The patent application for “Apparatus, method and computer readable medium for evaluating a network of entities and assets” has not yet been assigned to Booz Allen Hamilton Inc. An assignment to Booz Allen Hamilton Inc. will be filed within 30 days after the date hereof.

Schedule 7.7
to Credit Agreement

Existing Investments

Wholly-Owned Unrestricted Subsidiaries: Booz Allen Hamilton Intellectual Property Holdings, LLC

Fee for Equity:

Company Name	Cost Basis	Reserve	Net Asset Value	Class of Equity Interests	Number of Interests
Vocatus	$ 152,722.80	(152,722.80)	$ 0	Undetermined	5,916.00
Dotphone Company	$ 66,960.60	(66,960.60)	$ 0	B Ordinary	26,100.00
Sharemax I (1)	$ 629,615.10	(629,615.10)	$ 0	Common Stock 5/22/00	251,776.80
				Series C Preferred 1/29/01	2,037,598.20
				Common Stock 1/31/01	283,248.90
				Common Stock 1/31/01	509,399.40
				Series C Preferred 1/31/01	5,784,061.80
Sharemax II	$ 161,040.00	(161,040.00)	$ 0	See above	
Sharemax PH II	$ 270,000.00	(270,000.00)	$ 0	See above	
Greyhound	$ 300,523.20	(300,523.20)	$ 0	Preferred Stock	226,752.60
Transportmax (2)	$1,500,000.00	(1,500,000.00)	$ 0	N.A.	N.A.
Clearforest	$ 59,441.40	(59,441.40)	$ 0	Series B3 Preferred	56,341.80
Daleen	$ 8,949.60	(8,949.60)	$ 0	Options on Common Stock Expires 2/9/2010	1,800.00
Schema	$ 36,405.00	(36,405.00)	$ 0	Ordinary Shares	10,638.00
Quentra	$ 75,000.00	(75,000.00)	$ 0	Common Stock	11,242.50
Oceanconnect	$ 180,661.50	(180,661.50)	$ 0	Common Stock	60,000.00
Cci (Convergence Communications, Inc.)	$ 36,000.00	(36,000.00)	$ 0		
Eutex	$ 409,257.60	(409,257.60)	$ 0	Common Stock	5,638.50
Eyematic PH I and II	$ 142,070.40	(142,070.40)	$ 0	Series C Preferred	70,406.70
				Warrants (Expiry 5/20/2012 or five years after IPO)	34,265.70

Minority Equity:

Company Name	Cost Basis	Reserve	Net Asset Value	Class of Equity Interests	Number of Interests
Panthea	$1,205,920	$(1,080,000)	$125,920	Series A	228,021.00
				Series B	443,979.00
Logispring	$ 851,281	$ 0	$851,281	Preferred B Shares	7.50
				Common B Shares	1,500.00

(1) Shares represent amounts for all Sharemax tranches

(2) Not Applicable — Not a Minority Equity Stake

Schedule 7.12
to Credit Agreement

Existing Negative Pledge Clauses

None.

EXECUTION COPY

EXHIBIT A

FORM OF GUARANTEE AND COLLATERAL AGREEMENT

GUARANTEE AND COLLATERAL AGREEMENT

made by

EXPLORER INVESTOR CORPORATION,
EXPLORER MERGER SUB CORPORATION,
as the Initial Borrower,
BOOZ ALLEN HAMILTON INC.,
as the Surviving Borrower,

and the Subsidiary Guarantors party hereto

in favor of

CREDIT SUISSE,
as Collateral Agent

Dated as of ____ __, 20__

TABLE OF CONTENTS

GUARANTEE AND COLLATERAL AGREEMENT

GUARANTEE AND COLLATERAL AGREEMENT, dated as of ___, 20___, made by each of the signatories hereto, in favor of Credit Suisse, as Collateral Agent (in such capacity, the "Collateral Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of July 31, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Explorer Investor Corporation, a Delaware corporation ("Holdings"), Explorer Merger Sub Corporation, a Delaware corporation (the "Initial Borrower"), Booz Allen Hamilton Inc., a Delaware corporation into which the Initial Borrower shall be merged ("Booz Allen" or the "Surviving Borrower"), the Lenders, Credit Suisse, as Collateral Agent and Administrative Agent, Bank of America, N.A., as Syndication Agent, Lehman Brothers Commercial Bank, C.I.T. Leasing Corporation and Sumitomo Mitsui Banking Corporation, as Documentation Agents, Credit Suisse, as Issuing Lender and Banc of America Securities LLC, Credit Suisse Securities (USA) LLC, Lehman Brothers Inc. and Sumitomo Mitsui Banking Corporation, as Joint Lead Arrangers and Joint Bookrunners.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower (as defined below) upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor (as defined below);

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Collateral Agent for the ratable benefit of the Administrative Agent, the Collateral Agent and the other Secured Parties;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. DEFINED TERMS

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms are used herein as defined in the New York UCC: "Accession", "Account", "As-Extracted Collateral",

"Certificated Securities", "Chattel Paper", "Commercial Tort Claim", "Commodity Account", "Document", "Equipment", "Farm Products", "Fixture", "General Intangible", "Goods", "Instrument", "Inventory", "Letter-of-Credit Right", "Securities Account", "Securities Intermediary", "Security" and "Uncertificated Securities".

(b) The following terms shall have the following meanings:

"Agreement": this Guarantee and Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Borrower": (a) at any time prior to the consummation of the Merger Transactions, the Initial Borrower and (b) upon and at any time after the consummation of the Merger Transactions, the Surviving Borrower.

"Borrower Cash Management Obligations": to the extent that the Borrower so agrees in the applicable agreements therefor, the collective reference to all obligations and liabilities of the Borrower and the other Loan Parties (including, to the extent that such agreements so provide and without limitation, interest accruing at the then applicable rate provided in the Specified Cash Management Arrangement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed or allowable in such proceeding) to any Lender or any Affiliate of any Lender (or any Lender or any Affiliate thereof at the time such Specified Cash Management Arrangement was entered into) (each, a "Cash Management Provider"), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, any Specified Cash Management Arrangement or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, to the extent that such agreements so provide and without limitation, all fees and disbursements of counsel to the relevant Lender or Affiliate thereof that are required to be paid by the Borrower pursuant to the terms of any Specified Cash Management Arrangement) so long as the relevant Cash Management Provider executes and delivers to the Administrative Agent a letter agreement in form and substance acceptable to the Administrative Agent pursuant to which, unless the Collateral Agent agrees otherwise, the relevant Cash Management Provider (i) appoints the Administrative Agent as its agent under the applicable Specified Cash Management Arrangement and (ii) agrees to be bound by the provisions of Sections 9.3, 9.7, 10.11 and 10.12 of the Credit Agreement.

"Borrower Credit Agreement Obligations": the collective reference to the unpaid principal of and interest on the Loans (including, for the avoidance of doubt, any New Loans), the Reimbursement Obligations and all other obligations and liabilities of the Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and Reimbursement Obligations and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed or allowable in such proceeding) to the Administrative Agent, the Collateral Agent or any other Secured Party, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, in each case, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Loan Documents, any Letter of Credit or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent, to the

Collateral Agent or to the other Secured Parties that are required to be paid by the Borrower pursuant to the terms of any of the foregoing agreements).

"Borrower Hedge Agreement Obligations": the collective reference to all obligations and liabilities of the Borrower and any other Loan Party (including, without limitation, interest accruing at the then applicable rate provided in any Specified Hedge Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed or allowable in such proceeding) to any Lender or any Affiliate of any Lender (or any Lender or any Affiliate thereof at the time such Specified Hedge Agreement was entered into), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, in each case, which may arise under, out of, or in connection with, any Specified Hedge Agreement or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the relevant Lender or Affiliate thereof that are required to be paid by the Borrower and/or such other Loan Party, as the case may be, pursuant to the terms of any Specified Hedge Agreement) so long as, unless the Collateral Agent agrees otherwise, the relevant Hedge Provider executes and delivers to the Administrative Agent a letter agreement in form and substance acceptable to the Administrative Agent pursuant to which the relevant Hedge Provider (i) appoints the Administrative Agent as its agent under the applicable Specified Hedge Agreement and (ii) agrees to be bound by the provisions of Section 9.3, 9.7, 10.11 and 10.12 of the Credit Agreement.

"Borrower Obligations": the collective reference to (i) the Borrower Credit Agreement Obligations, (ii) the Borrower Hedge Agreement Obligations and (iii) the Borrower Cash Management Obligations, but, as to clauses (ii) and (iii) hereof, only to the extent that, and only so long as, the Borrower Credit Agreement Obligations are secured and guaranteed pursuant hereto.

"CLIN": a JAMIS contract line item number with respect to a Government Contract.

"Collateral": as defined in Section 3.1.

"Collateral Account": any collateral account established by the Collateral Agent as provided in Section 6.1 or 6.6.

"Copyright Licenses": with respect to any Grantor, all United States written license agreements naming such Grantor as licensor or licensee (including, without limitation, those listed in Schedule 4), granting any right under any Copyright, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell, and advertise for sale, all Inventory now or hereafter covered by such licenses.

"Copyrights": (i) with respect to any Grantor, all of such Grantor's copyrights arising under the laws of the United States, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 4), all registrations and recordings thereof, and all applications in connection therewith, in each case, owned by such Grantor in its own name, including, without limitation, all registrations, recordings, supplemental registrations and pending applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

"Deposit Account": as defined in the Uniform Commercial Code of any applicable jurisdiction and, in any event, including, without limitation, any demand, time, savings, passbook or like account maintained with a depositary institution.

"Foreign Subsidiary Voting Stock": the voting Capital Stock of (i) any Foreign Subsidiary that is a Restricted Subsidiary or (ii) any Domestic Subsidiary, substantially all of the assets of which consist of the Capital Stock of one or more Foreign Subsidiaries.

"Government Contract": any contract to which a Loan Party is a party and a counterparty is a Governmental Authority to the extent such contract involves the performance of services or delivery of goods by or on behalf of such Loan Party to such Governmental Authority.

"Governmental Authority" shall mean the government of the United States of America and any agency thereof.

"Grantors": the collective reference to each signatory hereto (other than the Collateral Agent) together with any other entity that may become a party hereto as provided herein.

"Guarantor Obligations": with respect to any Guarantor, all obligations and liabilities of such Guarantor which may arise under or in connection with this Agreement (including, without limitation, Section 2) or any other Loan Document to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent, to the Collateral Agent or to the other Secured Parties that are required to be paid by such Guarantor pursuant to the terms of this Agreement or any other Loan Document).

"Guarantors": the collective reference to Holdings and the Subsidiary Guarantors that may become a party hereto as provided herein.

"Intellectual Property": with respect to any Grantor, the collective reference to such Grantor's rights, priorities and privileges relating to intellectual property, arising under the laws of the United States, including, without limitation, such Grantor's Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Intercompany Note": any promissory note evidencing loans made by any Grantor to Holdings or any of its Subsidiaries.

"Investment Property": the collective reference to (i) all "investment property" as such term is defined in Section 9-102(a)(49) of the New York UCC (other than any Excluded Capital Stock excluded from the definition of "Pledged Stock") and (ii) whether or not constituting "investment property" as so defined, all Pledged Securities.

"Issuers": the collective reference to each issuer of a Pledged Security.

"Liens": as defined in Section 3.1.

"Material Deposit Accounts": Deposit Accounts maintained by any Grantor within the United States, any State thereof or the District of Columbia with an outstanding balance of greater than $1,000,000, excluding Deposit Accounts established solely for the purpose of funding payroll, payroll taxes and other compensation and benefits to employees. Material Deposit Accounts as of the date hereof are listed on Schedule 5(a).

"Material Government Contracts": all Government Contracts listed on Schedule 6, and each Government Contract entered into after the date hereof:

(i) having a duration of one year or greater,

(ii) having one or more CLINs, which CLIN involves aggregate consideration payable (or expected gross revenue) by the applicable governmental entity to the applicable Loan Party of $2,500,000 or more over the term of the contract, including base period plus priced options (a "Material CLIN"); and

(iii) which are not subject to the provisions of Federal Acquisition Regulation 52.232-24 or any successor provision;

provided that "Material Government Contracts" shall not include any contract the existence of which may not be disclosed to the Secured Parties under applicable law, rule or regulations.

"Material Securities Accounts": Securities Accounts maintained by any Grantor within the United States, any State thereof or the District of Columbia with an outstanding balance of greater than $1,000,000. Material Securities Accounts as of the date hereof are listed on Schedule 5(b).

"New York UCC": the Uniform Commercial Code from time to time in effect in the State of New York.

"Obligations": (i) in the case of the Borrower, the Borrower Obligations and (ii) in the case of each Guarantor, its Guarantor Obligations.

"Patent License": with respect to any Grantor, all United States written license agreements providing for the grant by or to such Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 4, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses.

"Patents": with respect to any Grantor, all of such Grantor's (i) letters patent of the United States, including, without limitation, any of the foregoing referred to in Schedule 4, (ii) applications for letters patent of the United States and all continuations and continuations in part thereof, including, without limitation, any of the foregoing referred to in Schedule 4, and (iii) rights to obtain any reissues or extensions of the foregoing, in each case, owned by such Grantor in its own name.

"Pledged Notes": all promissory notes listed on Schedule 2, all Intercompany Notes at any time issued to any Grantor in excess of $2,000,000 (or Intercompany Notes which, in the aggregate, are in excess of $2,000,000) and all other promissory notes issued to or held by any Grantor in excess of $2,000,000 (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

"Pledged Securities": the collective reference to the Pledged Notes and the Pledged Stock.

"Pledged Stock": the collective reference to (i) the shares of Capital Stock listed on Schedule 2 and (ii) any other shares, stock certificates, options, interests or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect other than Excluded Capital Stock; provided that in no event

shall more than 65% of the total outstanding Foreign Subsidiary Voting Stock of any Foreign Subsidiary be required to be pledged hereunder.

"Proceeds": all "proceeds" as such term is defined in Section 9-102(a)(64) of the New York UCC and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

"Receivable": any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

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

"Specified Cash Management Arrangement": any cash management arrangement (a) entered into by (i) the Borrower or any other Loan Party and (ii) any Lender or any Affiliate thereof at the time such cash management arrangement was entered into, as counterparty, and (b) which has been designated by such Lender and the Borrower, by notice to the Collateral Agent not later than 90 days after the execution and delivery by the Borrower or such other Loan Party, as a Specified Cash Management Arrangement. The designation of any cash management arrangement as a Specified Cash Management Arrangement shall not create in favor of the Lender or Affiliate thereof that is a party thereto any rights in connection with the management or release of any Collateral or any Guarantor Obligations.

"Trademark License": with respect to any Grantor, all United States written license agreements providing for the grant by or to such Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 4, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses.

"Trademarks": with respect to any Grantor, all of such Grantor's (i) trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of said Act has been filed), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, and all United States common-law rights related thereto owned by such Grantor in its own name, including, without limitation, any of the foregoing referred to in Schedule 4, and (ii) the right to obtain all renewals thereof.

"Unfunded Advances/Participations" : (a) with respect to the Administrative Agent, the aggregate amount, if any (i) made available to the Borrower on the assumption that each Lender has made its portion of the applicable Borrowing available to the Administrative Agent as contemplated by Section 2.2 of the Credit Agreement and (ii) with respect to which a corresponding amount shall not in fact have been returned to the Administrative Agent by the Borrower or made available to the Administrative Agent by any such Lender, (b) with respect to the Swingline Lender, the aggregate amount, if any, of participations in respect of any outstanding Swingline Loan that shall not have been funded by any Revolving Lender in accordance with Section 2.6(b) of the Credit Agreement and (c) with respect to any Issuing Lender, the aggregate amount, if any, of any participations in respect of Reimbursement Obligations that shall not have been funded by any L/C Participant in accordance with Section 3.4 of the Credit Agreement.

"Vehicles": aircraft and all cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title law of any state.

1.2 Other Definitional Provisions. (a)The words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

SECTION 2. GUARANTEE

2.1 Guarantee.

(a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Collateral Agent for the ratable benefit of the Administrative Agent, the Collateral Agent, the other Secured Parties and their respective permitted successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Borrower Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Administrative Agent, the Collateral Agent or any other Secured Party hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until all the Borrower Obligations and the obligations of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by payment in full (other than Borrower Hedge Agreement Obligations, Borrower Cash Management Obligations and contingent or indemnification obligations not then due), no Letter of Credit (that is not cash collateralized or back-stopped to the reasonable satisfaction of the Issuing Lender or purchasing Lender, as applicable, in respect thereof) shall be outstanding and the Commitments shall have been terminated, notwithstanding that from time to time during the term of the Credit Agreement the Borrower may be free from any Borrower Obligations, provided that any Guarantor shall be released from its guarantee contained in this Section 2 as provided in Section 8.15.

(e) No payment (other than payment in full) made by the Borrower, any of the Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent, the Collateral Agent or any other Secured Party from the Borrower, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations shall be deemed to

modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations), remain liable for the Borrower Obligations up to the maximum liability of such Guarantor hereunder until the Borrower Obligations shall have been paid in full (other than Borrower Hedge Agreement Obligations, Borrower Cash Management Obligations and other than contingent or indemnification obligations not then due), no Letter of Credit (that is not cash collateralized or back-stopped to the reasonable satisfaction of the Issuing Lender or purchasing Lender, as applicable, in respect thereof) shall be outstanding and the Commitments shall have been terminated, provided that any Guarantor shall be released from its guarantee contained in this Section 2 as provided in Section 8.15.

2.2 Right of Contribution. Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Guarantor to the Administrative Agent, the Collateral Agent and the other Secured Parties, and each Guarantor shall remain liable to the Administrative Agent, the Collateral Agent and the other Secured Parties for the full amount guaranteed by such Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Administrative Agent, the Collateral Agent or any other Secured Party, no Guarantor shall be entitled to be subrogated to any of the rights of the Administrative Agent, the Collateral Agent or any other Secured Party against the Borrower or any other Guarantor or any collateral security or guarantee or right of offset held by the Administrative Agent, the Collateral Agent or any other Secured Party for the payment of the Borrower Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from the Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Administrative Agent, the Collateral Agent and the other Secured Parties by the Borrower on account of the Borrower Obligations shall have been paid in full (other than Borrower Hedge Agreement Obligations, Borrower Cash Management Obligations and contingent or indemnification obligations not then due), no Letter of Credit (that is not cash collateralized or back-stopped to the reasonable satisfaction of the Issuing Lender or purchasing Lender, as applicable, in respect thereof) shall be outstanding and the Commitments shall have been terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of such Borrower Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Administrative Agent, the Collateral Agent and the other Secured Parties, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Collateral Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Collateral Agent, if required), to be applied against the Borrower Obligations, whether matured or unmatured, in such order as the Collateral Agent may determine.

2.4 Amendments, etc. with respect to the Borrower Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Borrower Obligations made by the Administrative Agent, the Collateral Agent or any other Secured Party may be rescinded by the Administrative Agent, the Collateral Agent or such other Secured Party and any of the Borrower Obligations continued, and the Borrower Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent, the Collateral

Agent or any other Secured Party, and the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Required Lenders, or the Supermajority Lenders, or all Lenders, or all Lenders directly affected thereby, as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of set-off at any time held by the Administrative Agent, the Collateral Agent or any other Secured Party for the payment of the Borrower Obligations may be sold, exchanged, waived, surrendered or released. Neither the Administrative Agent, the Collateral Agent nor any other Secured Party shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Borrower Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

2.5 Guarantee Absolute and Unconditional. Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations and notice of or proof of reliance by the Administrative Agent, the Collateral Agent or any other Secured Party upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Borrower Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between the Borrower and any of the Guarantors, on the one hand, with respect to the Loan Documents and the Administrative Agent, the Collateral Agent and the other Secured Parties, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Borrower or any of the Guarantors with respect to the Borrower Obligations. Each Guarantor understands and agrees that the guarantee of such Guarantor contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Borrower Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any Lender, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Borrower or any other Person against the Administrative Agent, the Collateral Agent or any other Secured Party, or (c) any other circumstance whatsoever (other than a defense of payment or performance) (with or without notice to or knowledge of the Borrower or any Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower from the Borrower Obligations, or of such Guarantor under the guarantee of such Guarantor contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Administrative Agent, the Collateral Agent or any other Secured Party may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Borrower Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent, the Collateral Agent or any other Secured Party to make any such demand, to pursue such other rights or remedies or to collect any payments from the Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent, the Collateral Agent or any other Secured Party against any Guarantor. For the purposes hereof “demand” shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower

Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent, the Collateral Agent or any other Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim at the Funding Office.

SECTION 3. GRANT OF SECURITY INTEREST

3.1 Grant of First Priority Security Interests. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) all Accounts;

(b) all Chattel Paper;

(c) all Deposit Accounts;

(d) all Documents;

(e) all Equipment;

(f) all Fixtures;

(g) all General Intangibles;

(h) all Instruments, including the Pledged Notes;

(i) all Intellectual Property;

(j) all Inventory;

(k) all Investment Property;

(l) all books and records pertaining to the Collateral; and

(m) to the extent not otherwise included, all Proceeds and products of any of the Collateral and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, however, that notwithstanding any of the other provisions set forth in this Section 3.1, this Agreement shall not constitute a grant of a security interest in (i) any leasehold interest in real property (and any Fixtures relating thereto) and any Fixtures relating to any owned real property to the extent that

the Collateral Agent is not entitled to a security interest with respect to such owned real property under the terms of the Credit Agreement, (ii) any Vehicles and all Proceeds thereof, (iii) any property to the extent that such grant of a security interest is (A) prohibited by any Requirements of Law of a Governmental Authority, (B) requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law or (C) prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument, (including any permitted liens, leases and licenses) or other document evidencing or giving rise to such property in each case with any third party, joint venture or non wholly-owned Subsidiary and any organizational, shareholder or similar agreements of any non-wholly owned Subsidiary or joint venture; except in the case of clauses (A), (B) or (C), to the extent that such Requirement of Law or the term in such contract, license, agreement, instrument or other document or organizational, shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law, (iv) any Collateral that constitutes Equipment subject to a certificate of title statute, Farm Products, Accessions, Letter-of-Credit Rights, Commercial Tort Claims and As-Extracted Collateral, (v) any Collateral to the extent the granting of such security interest would result in adverse tax consequences as reasonably determined by the Administrative Agent, or as to which the Administrative Agent reasonably determines that the burden or cost of obtaining a security interest or perfection thereof is excessive when compared to the benefit to the Secured Parties of the security to be afforded thereby (in each case as confirmed by written notice to the Borrower), and (vi) equity interests in and assets of Unrestricted Subsidiaries and Immaterial Subsidiaries. It is hereby understood and agreed that any Property described in the preceding proviso, and any Property that is otherwise expressly excluded from clauses (a) through (m) above, shall be excluded from the definition of "Collateral".

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent, the Collateral Agent and the Secured Parties to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower, each Guarantor and each Grantor hereby represents and warrants to each of the Administrative Agent, the Collateral Agent and each other Secured Party that:

4.1 Representations in Credit Agreement. In the case of each Guarantor, the representations and warranties set forth in Section 4 of the Credit Agreement to the extent they refer to such Guarantor or to the Loan Documents to which such Guarantor is a party, each of which is hereby incorporated herein by reference, are true and correct in all material respects, and each of the Administrative Agent, the Collateral Agent and each other Secured Party shall be entitled to rely on each of them as if they were fully set forth herein; provided that each reference in each such representation and warranty to the Borrower's knowledge shall, for the purposes of this Section 4.1, be deemed to be a reference to such Guarantor's knowledge.

4.2 Title; No Other Liens. Except as otherwise permitted under Section 7.3 of the Credit Agreement, such Grantor owns or has rights in each item of the Collateral free and clear of any and all Liens. Except as otherwise permitted under Section 7.3 of the Credit Agreement, no financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office except financing statements that have been filed without the consent of the Grantor. For the avoidance of doubt, it is understood and agreed that any Grantor may, as part of its business, grant licenses to third parties to use Intellectual Property owned, licensed or developed by a Grantor. For purposes of this Agreement and the other Loan Documents, such licensing activity shall not constitute a "Lien" on such Intellectual Property. Each of the Administrative Agent, the Collateral Agent and each other Secured Party understands that any such licenses may be exclusive to the applicable licensees, and

such exclusivity provisions may limit the ability of the Administrative Agent to utilize, sell, lease, license or transfer the related Intellectual Property or otherwise realize value from such Intellectual Property pursuant hereto.

4.3 Names; Jurisdiction of Organization; Chief Executive Office. On the date hereof, such Grantor's full and correct legal name, jurisdiction of organization and identification number from the jurisdiction of organization (if any) are specified on Schedule 3.

4.4 Pledged Securities. On the date hereof, the shares of Pledged Stock pledged by such Grantor hereunder:

(a) with respect to the shares of Pledged Stock issued by the Borrower and any other Restricted Subsidiary, have been duly authorized, validly issued and are fully paid and non-assessable, to the extent such concepts are applicable; and

(b) constitute all the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by such Grantor or, in the case of Foreign Subsidiary Voting Stock, 65% of the outstanding Foreign Subsidiary Voting Stock of each relevant Issuer.

4.5 Intellectual Property.

(a) Schedule 4 lists all material Copyright registrations, Copyright Licenses, Trademark applications and registrations, Trademark Licenses, Patent applications and Patents and Patent Licenses owned by such Grantor in its own name on the date hereof.

(b) Except as set forth in Schedule 4, on the date hereof, none of the Copyrights, Patents or Trademarks is the subject of any material licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor, which is not in the ordinary course of such Grantor's business.

4.6 Material Deposit Accounts and Material Securities Accounts. Schedule 5(a) lists all Material Deposit Accounts and Schedule 5(b) lists all Material Securities Accounts, in each case, on the date hereof.

4.7 Material Government Contracts. Schedule 6 lists all Material Government Contracts to which the Borrower or any of its Subsidiaries is a party on the date hereof.

SECTION 5. COVENANTS

Each Guarantor and each Grantor covenants and agrees with the Administrative Agent, the Collateral Agent and the other Secured Parties that, from and after the date of this Agreement until the Obligations shall have been paid in full (other than Borrower Hedge Agreement Obligations, Borrower Cash Management Obligations and contingent and indemnification obligations not yet due and owing), no Letter of Credit (that is not cash collateralized or back-stopped to the reasonable satisfaction of the Issuing Lender or purchasing Lender, as applicable, in respect thereof) shall be outstanding and the Commitments shall have been terminated:

5.1 Covenants in Credit Agreement. In the case of each Guarantor, to the extent applicable, such Guarantor shall take, or shall refrain from taking, as the case may be, each action that is necessary to be taken or not taken, as the case may be, so that no Default or Event of Default is caused by the failure to take such action or to refrain from taking such action by such Guarantor or any of its Subsidiaries.

5.2 Investment Property. (a) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Pledged Securities issued by it and will comply with such terms insofar as such terms are applicable to it and (ii) the terms of Sections 6.4(c) and 6.9 shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.4(c) or 6.9 with respect to the Pledged Securities issued by it.

(b) To the extent that any Pledged Security that is an Uncertificated Security becomes a Certificated Security, the applicable Grantor shall promptly deliver such certificates evidencing such Pledged Securities to the Collateral Agent together with stock powers or indorsements thereof reasonably satisfactory to the Collateral Agent.

5.3 Material Government Contracts. In the case of each Grantor, such Grantor shall, on each date that the Borrower is required to deliver financial statements pursuant to Section 6.1(a) or (b) of the Credit Agreement, provide the Collateral Agent with written notice of any Material Government Contracts entered into since the last date financial statements were delivered pursuant to Section 6.1(a) or (b) of the Credit Agreement (or, with respect to the first such date financial statements are delivered pursuant to such Sections, since the date hereof), such notice to include the identification of any Material CLINs, and within fifteen days of such notice, deliver to the Collateral Agent such documentation reasonably necessary to comply with the Assignment of Claims Act of 1940 with respect to the assignment of the right of payment in respect of such Material Government Contracts (or, in the case of any Material Government Contract that is an indefinite delivery contract, task or delivery order contract, multiple award schedule contract, blanket purchase agreement, or basic ordering agreement, in respect of any specific individual order for the performance of services or delivery of goods placed under such Material Government Contract to the extent such specific individual order for the performance of services or delivery of goods has a Material CLIN), where applicable, designating a Material Deposit Account as the account in respect of which payment thereof is to be made. Pending receipt of any consent of a Governmental Authority as contemplated by this Section 5.3, each Grantor shall request that the relevant Governmental Authority pay all cash payments made by it in respect of Material Government Contracts to which it is a party into a Material Deposit Account subject to an account control agreement (if any such accounts are then subject to an account control agreement). The relevant Grantor shall use commercially reasonable efforts to obtain the consent of the applicable Governmental Authority party to each such Material Government Contract in respect of the assignment of such claims in respect of any Material CLIN, but any failure to receive such consent shall not constitute a Default.

5.4 Account Control Agreements. In the case of each Grantor, such Grantor shall, on each date that the Borrower is required to deliver financial statements pursuant to Section 6.1(a) or (b) of the Credit Agreement, provide the Collateral Agent with written notice of any additional Material Deposit Accounts and/or Material Securities Accounts since the last date financial statements were delivered pursuant to Section 6.1(a) or (b) of the Credit Agreement (or, with respect to the first such date financial statements are delivered pursuant to such Sections, since the date hereof), and shall use its commercially reasonable efforts to cause each depositary bank (other than the Collateral Agent) holding a Material Deposit Account and each Securities Intermediary holding a Material Securities Account owned by such Grantor to execute and deliver a control agreement with respect to such Material Deposit Account and/or Material Securities Account, in form and substance reasonably satisfactory to the Collateral Agent and such Grantor.

5.5 Foreign Law Pledges. Notwithstanding anything to the contrary contained herein, no Grantor shall be required to take any actions in order to perfect the security interest granted to the Collateral Agent for the ratable benefit of the Administrative Agent, the Collateral Agent and the Lenders (i) under the laws of any jurisdiction outside the United States or (ii) by the execution of account control

or similar agreements (other than with respect to Material Deposit Accounts and Material Securities Accounts pursuant to Section 5.4).

SECTION 6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Receivables.

(a) At any time during the continuance of an Event of Default, upon the Collateral Agent's reasonable request at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others reasonably satisfactory to the Collateral Agent to furnish to the Collateral Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables.

(b) If required by the Collateral Agent at any time after the occurrence and during the continuance of an Event of Default under Section 8.1(a) or 8.1(f) of the Credit Agreement, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Collateral Agent if required, in a Collateral Account maintained under the sole dominion and control of the Collateral Agent, subject to withdrawal by the Collateral Agent for the account of the Administrative Agent, the Collateral Agent and the other Secured Parties only as provided in Section 6.7, and (ii) until so turned over, shall be held by such Grantor in trust for the Administrative Agent, the Collateral Agent and the other Secured Parties, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) If an Event of Default has occurred and is continuing and at the Collateral Agent's request, each Grantor shall deliver to the Collateral Agent all documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all agreements, orders, invoices and shipping receipts.

6.2 Material Deposit Accounts, Material Securities Accounts. Notwithstanding anything to the contrary contained herein, the Collateral Agent shall not exercise its rights under account control agreements associated with Material Deposit Accounts or Material Securities Accounts unless an Event of Default under Section 8.1(a) or 8.1(f) of the Credit Agreement shall have occurred and be continuing.

6.3 Communications with Grantors; Grantors Remain Liable.

(a) Upon the request of the Collateral Agent at any time after the occurrence and during the continuance of an Event of Default under Section 8.1(a) or 8.1(f) of the Credit Agreement, each Grantor shall notify obligors on the Receivables that the Receivables have been assigned to the Collateral Agent for the ratable benefit of the Administrative Agent, the Collateral Agent and the other Secured Parties and that payments in respect thereof shall be made directly to the Collateral Agent.

(b) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Administrative Agent, the Collateral Agent nor any other Secured Party shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Administrative Agent, the Collateral Agent or any other Secured Party of

any payment relating thereto, nor shall the Administrative Agent, the Collateral Agent or any other Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.4 Pledged Securities. (a) Unless an Event of Default shall have occurred and be continuing and the Collateral Agent shall have given notice to the relevant Grantor of the Collateral Agent's intent to exercise its corresponding rights pursuant to Section 6.4(b), each Grantor shall be permitted to receive all cash dividends and other distributions paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes to the extent permitted in the Credit Agreement, and to exercise all voting and corporate rights with respect to the Pledged Securities.

(b) If an Event of Default shall occur and be continuing and the Collateral Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors (which notice shall not be required if an Event of Default under Section 8.1(f) of the Credit Agreement shall have occurred and be continuing), (i) the Collateral Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Pledged Securities and make application thereof to the Obligations in the order set forth in Section 6.7, and (ii) any or all of the Pledged Securities shall be registered in the name of the Collateral Agent or its nominee, and the Collateral Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Pledged Securities at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Pledged Securities as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Pledged Securities upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by any Grantor or the Collateral Agent of any right, privilege or option pertaining to such Pledged Securities, and in connection therewith, the right to deposit and deliver any and all of the Pledged Securities with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as the Collateral Agent may reasonably determine), all without liability (except liabilities resulting from the gross negligence or willful misconduct of the Collateral Agent) except to account for property actually received by it, but the Collateral Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing unless the Collateral Agent has given notice of its intent to exercise as set forth above.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Pledged Securities pledged by such Grantor hereunder to comply with any instruction received by it from the Administrative Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying.

6.5 Intellectual Property.

(i) Solely for the purpose of enabling the Collateral Agent to exercise its rights and remedies under Section 6.8 at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Grantor hereby grants to the Collateral Agent, to the extent such Grantor has the right to do so, subject to pre-existing rights and licenses, a non-exclusive license (exercisable without payment of royalty or other

compensation to such Grantor), subject in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of said Trademarks, to use, license or sublicense any of the Intellectual Property constituting Collateral now owned or hereafter acquired by such Grantor, wherever the same may be located.

(ii) Notwithstanding anything contained herein to the contrary, but subject to the provisions of Section 7.5 of the Credit Agreement that limit the rights of the Grantors to dispose of their property, notwithstanding the foregoing but subject to the Collateral Agent's exercise of its rights and remedies under Section 6, the Grantors will be permitted to exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property in the ordinary course of the business of the Grantors. In furtherance of the foregoing, so long as no Event of Default shall have occurred and be continuing, the Collateral Agent shall from time to time, upon the request of the respective Grantor (through the Borrower), execute and deliver any instruments, certificates or other documents, in the form so requested, that such Grantor (through the Borrower) shall have certified are appropriate in its judgment to allow it to take any action permitted above (including relinquishment of the license provided pursuant to clause (i) immediately above as to any specific Intellectual Property). Further, upon the payment in full in cash of all of the Obligations (other than Borrower Hedge Agreement Obligations, Borrower Cash Management Obligations and contingent or indemnification obligations not then due) and cancellation or termination of all Commitments and Letters of Credit (that are not cash collateralized or back-stopped to the reasonable satisfaction of the Issuing Lender or purchasing Lender, as applicable, in respect thereof) or earlier expiration of this Agreement or release of the Collateral, the Collateral Agent shall grant back to the Grantors the license granted pursuant to clause (i) immediately above. The exercise of rights and remedies under Section 6 by the Collateral Agent shall not terminate the rights of the holders of any licenses or sublicenses theretofore granted by the Grantors in accordance with the first sentence of this clause (ii).

6.6 Proceeds to be Turned Over To Collateral Agent. If an Event of Default shall occur and be continuing and the Loans shall have been accelerated pursuant to Section 8 of the Credit Agreement, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent, the Collateral Agent and the other Secured Parties, segregated from other funds of such Grantor, and shall, promptly upon receipt by such Grantor, be turned over to the Collateral Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Collateral Agent, if required). All Proceeds received by the Collateral Agent hereunder shall be held by the Collateral Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Collateral Agent in a Collateral Account (or by such Grantor in trust for the Administrative Agent, the Collateral Agent and the other Secured Parties) shall continue to be held as collateral security for all of the Obligations and shall not constitute payment thereof until applied as provided in Section 6.7.

6.7 Application of Proceeds. If an Event of Default shall have occurred and be continuing and the Loans shall have been accelerated pursuant to Section 8 of the Credit Agreement, at any time at the Collateral Agent's election, the Collateral Agent may apply all or any part of Proceeds constituting Collateral and any proceeds of the guarantee set forth in Section 2, in payment of the Obligations, and shall make any such application in the following order:

First, to pay incurred and unpaid reasonable, out-of-pocket fees and expenses of the Agents under the Loan Documents;

Second, to the Collateral Agent, for application by it towards payment in full of all Unfunded Advances/Participations (the amounts so applied to be distributed between or among the Administrative Agent, the Swingline Lender and any Issuing Lender pro rata in accordance with the amounts of Unfunded Advances/Participations owed to them on the date of any such distribution);

Third, to the Collateral Agent, for application by it towards payment of amounts then due and owing and remaining unpaid in respect of the Obligations, pro rata among the Secured Parties according to the amounts of the Obligations then due and owing and remaining unpaid to each of them; and

Fourth, any balance of such Proceeds remaining after the Obligations shall have been paid in full (other than contingent or indemnification obligations not then due), no Letter of Credit (that is not cash collateralized to the reasonable satisfaction of the Issuing Lender or purchasing Lender, as applicable, in respect thereof) shall be outstanding and the Commitments shall have been terminated, shall be paid over to the Borrower or to whomsoever shall be lawfully entitled to receive the same.

6.8 Code and Other Remedies. If an Event of Default shall occur and be continuing, the Collateral Agent, on behalf of itself, the Administrative Agent and the other Secured Parties, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the New York UCC or any other applicable law. Without limiting the generality of the foregoing, the Collateral Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below or notices otherwise provided in the Loan Documents) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived unless otherwise provided in the Loan Documents), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith, subject to pre-existing rights and licenses, sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent, the Collateral Agent or any other Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent, the Collateral Agent or any other Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption, stay or appraisal in any Grantor, which rights or equities are hereby waived and released. Each Grantor further agrees, at the Collateral Agent's request, to assemble the Collateral and make it available to the Collateral Agent at places which the Collateral Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Collateral Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.8, after deducting all reasonable costs and expenses of every kind actually incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent, the Collateral Agent and the other Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Collateral Agent may elect, and only after such application and after the payment by the Collateral Agent of any other amount required by any provision of law, including, without limitation, Section 9-615(a)(3) of the New York UCC, need the Collateral Agent account for the surplus, if any, to any Grantor. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

6.9 Private Sales. Each Grantor recognizes that the Collateral Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Collateral Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

6.10 Deficiency. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the reasonable fees and disbursements of any attorneys employed by the Collateral Agent to collect such deficiency.

SECTION 7. THE COLLATERAL AGENT

7.1 Collateral Agent's Appointment as Attorney-in-Fact, etc.

(a) Each Grantor hereby irrevocably constitutes and appoints the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Collateral Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following (provided that anything in this Section 7.1(a) to the contrary notwithstanding, the Collateral Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing):

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Collateral Agent for the purpose of collecting any and all such moneys due under any Receivable or with respect to any other Collateral whenever payable;

(ii) in the case of any United States Copyrights, Patents or Trademarks owned by such Grantor in its own name, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Administrative Agent's, the Collateral Agent's and the other Secured Parties' security interest in such Copyrights, Patents and Trademarks and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.8 or 6.9, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Collateral Agent or as the Collateral Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Collateral Agent may deem appropriate; (7) subject to pre-existing rights and licenses, assign any Copyright, Patent or Trademark of such Grantor (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall in its reasonable discretion determine; and (8) subject to pre-existing rights and licenses, generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and do, at the Collateral Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Collateral Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's, the Collateral Agent's and the other Secured Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Collateral Agent, at its option, but without any obligation so to do, may give such Grantor written notice of such failure to perform or comply and if such Grantor fails to perform or comply within three (3) Business Days of receiving such notice (or if the Collateral Agent reasonably determines that irreparable harm to the Collateral or to the security interest of the Collateral Agent hereunder could result prior to the end of such three-Business Day period), then the Collateral Agent may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 Duty of Collateral Agent. To the extent permitted by law, the Collateral Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Collateral Agent deals with similar property for its own account. None of the Administrative Agent, the Collateral Agent, any other Secured Party or any of their respective officers, directors, employees or

agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent, the Collateral Agent and the other Secured Parties hereunder are solely to protect the Administrative Agent's, the Collateral Agent's and the other Secured Parties' interests in the Collateral and shall not impose any duty upon the Administrative Agent, the Collateral Agent or any other Secured Party to exercise any such powers. The Administrative Agent, the Collateral Agent and the other Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or that of their directors, officers, employees or agents.

7.3 Execution of Financing Statements. Pursuant to any applicable law, each Grantor authorizes the Collateral Agent at any time and from time to time to file or record financing statements (including fixture filings, if any, and amendments) and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Collateral Agent reasonably determines appropriate to perfect the security interests of the Collateral Agent under this Agreement. Each Grantor authorizes the Collateral Agent to use the collateral description "all personal property", "all assets" or any similar phrase in any such financing statements. Each Grantor agrees to provide such information as the Collateral Agent may reasonably request necessary to enable the Collateral Agent to make any such filings promptly following any such request. Notwithstanding anything herein or in any other Loan Document to the contrary, the delivery of control agreements with respect to any Deposit Accounts (other than those relating to Material Deposit Accounts pursuant to Section 5.4), Securities Accounts (other than those relating to Material Securities Accounts pursuant to Section 5.4) and Commodities Accounts shall not be required.

7.4 Authority of Collateral Agent. Each Grantor acknowledges that the rights and responsibilities of the Collateral Agent under this Agreement with respect to any action taken by the Collateral Agent or the exercise or non-exercise by the Collateral Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as among the Administrative Agent, the Collateral Agent and the other Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Collateral Agent and the Grantors, the Collateral Agent shall be conclusively presumed to be acting as agent for the Administrative Agent, the Collateral Agent and the other Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 8. MISCELLANEOUS

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement.

8.2 Notices. All notices, requests and demands to or upon the Collateral Agent or any Grantor hereunder shall be effected in the manner provided for in Section 10.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1 or at such other address pursuant to notice given in accordance with Section 10.2 of the Credit Agreement.

8.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Administrative Agent, the Collateral Agent nor any other Secured Party shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, the Collateral Agent or any other Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent, the Collateral Agent or any other Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent, the Collateral Agent or such other Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses; Indemnification. Each Guarantor agrees to pay, and to save the Administrative Agent, the Collateral Agent and the other Secured Parties harmless from, any and all out-of-pocket liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Borrower would be required to do so pursuant to Section 10.5 of the Credit Agreement. The agreements in this Section 8.4 shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

8.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent, the Collateral Agent and the other Secured Parties and their successors and assigns; provided, that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Collateral Agent (it being understood that Dispositions permitted under the Credit Agreement shall not be subject to this proviso).

8.6 Set-Off. Each Grantor hereby irrevocably authorizes the Administrative Agent, the Collateral Agent and each other Secured Party at any time and from time to time while an Event of Default shall have occurred and be continuing, without notice to such Grantor or any other Grantor, any such notice being expressly waived by each Grantor, to the extent permitted by applicable law, upon any amount becoming due and payable by each Grantor (whether at the stated maturity, by acceleration or otherwise after the expiration of any applicable grace periods) to set-off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final but excluding trust accounts), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent, the Collateral Agent or such other Secured Party to or for the credit or the account of such Grantor. Each of the Administrative Agent, the Collateral Agent and each other Secured Party shall notify such Grantor promptly of any such set-off made by it and the application made by it of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application.

8.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic (i.e., “pdf”) transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 Integration. This Agreement and the other Loan Documents represent the agreement of the Grantors, the Administrative Agent, the Collateral Agent and the other Secured Parties with respect to the subject matter hereof and thereof.

8.11 **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.**

8.12 Submission To Jurisdiction; Waivers. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the Collateral Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

8.13 Acknowledgements. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent, the Collateral Agent nor any other Secured Party has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Administrative Agent, the Collateral Agent and the other Secured Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Administrative Agent, the Collateral Agent and the Lenders or among the Grantors and the Administrative Agent, the Collateral Agent and the Lenders.

8.14 Additional Guarantors and Grantors. Each Restricted Subsidiary of the Borrower that is required to become a party to this Agreement pursuant to Section 6.8 of the Credit Agreement shall become a Guarantor and a Grantor for all purposes of this Agreement upon execution and delivery by such Restricted Subsidiary of an Assumption Agreement in the form of Annex I hereto.

8.15 Releases.

(a) At such time as the Loans, the Reimbursement Obligations and the other Obligations (other than Borrower Hedge Agreement Obligations, Borrower Cash Management Obligations and contingent or indemnification obligations not then due) shall have been paid in full in cash, the Commitments shall have been terminated and no Letter of Credit (that is not cash collateralized or back-stopped to the reasonable satisfaction of the Issuing Lender or purchasing Lender, as applicable, in respect thereof) shall be outstanding, the Collateral shall be automatically released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Collateral Agent shall deliver to such Grantor any Collateral held by the Collateral Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then the Lien granted under this Agreement on such Collateral shall be automatically released, and the Collateral Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable to evidence the release of the Liens created hereby on such Collateral. A Guarantor shall be automatically released from its obligations hereunder in the event that all the Capital Stock of such Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement, or upon the designation of such Guarantor as an Unrestricted Subsidiary as permitted under the Credit Agreement, and the Collateral Agent, at the request and sole expense of the Borrower, shall execute and deliver to the Borrower all releases or other documents reasonably necessary or desirable to evidence the release of such obligations. All releases or other documents delivered by the Collateral Agent pursuant to this Section 8.15(b) shall be without recourse to, or warranty by, the Collateral Agent.

(c) Liens on Collateral created hereunder shall be released and obligations of Guarantors and Grantors hereunder shall terminate as set forth in Section 10.15 of the Credit Agreement.

8.16 WAIVER OF JURY TRIAL**. EACH GRANTOR AND, BY ACCEPTANCE OF THE BENEFITS HEREOF, EACH OF THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT AND EACH OTHER SECURED PARTY, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

CREDIT SUISSE, CAYMAN ISLANDS BRANCH
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

EXPLORER MERGER SUB CORPORATION,
as Grantor

By: _____
Name:
Title:

BOOZ ALLEN HAMILTON INC.,
as Grantor

By: _____
Name:
Title:

EXPLORER INVESTOR CORPORATION,
as Grantor and Guarantor

By: _____
Name:
Title:

ASE, INC.,
as Grantor and Guarantor

By: _____
Name:
Title:

AESTIX, INC.,
as Grantor and Guarantor

By: _____
Name:
Title:

BOOZ ALLEN TRANSPORTATION INC.,
as Grantor and Guarantor

By _____
Name:
Title:

Schedule 1

NOTICE ADDRESSES OF GUARANTORS

Schedule 2

DESCRIPTION OF INVESTMENT PROPERTY

Pledged Stock:

Issuer	Class of Stock	Stock Certificate No.	No. of Shares

Pledged Notes:

Issuer	Payee	Principal Amount

Schedule 3

LEGAL NAME, LOCATION OF JURISDICTION OF ORGANIZATION AND CHIEF EXECUTIVE OFFICE

Grantor	Jurisdiction of Organization	Organizational Identification Number (if any)

Schedule 4

COPYRIGHTS AND COPYRIGHT LICENSES

PATENTS AND PATENT LICENSES

TRADEMARKS AND TRADEMARK LICENSES

MATERIAL DEPOSIT ACCOUNTS

MATERIAL SECURITIES ACCOUNTS

MATERIAL GOVERNMENT CONTRACTS

ASSUMPTION AGREEMENT

ACKNOWLEDGMENT AND CONSENT

EXHIBIT B

FORM OF COMPLIANCE CERTIFICATE

The undersigned hereby certifies as follows:

1. I am the [TITLE] of Booz Allen Hamilton Inc., a Delaware corporation (the "Company").

2. I have reviewed the terms of that certain Credit Agreement, dated as of July 31, 2008 (as it may be amended, supplemented or otherwise modified, the "Credit Agreement"; unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement), among Explorer Investor Corporation, a Delaware corporation, Explorer Merger Sub Corporation, a Delaware corporation, the Company, the several banks and other financial institutions or entities from time to time parties thereto, Credit Suisse, as Administrative Agent (in such capacity, the "Administrative Agent") and Collateral Agent, Bank of America, N.A., as Syndication Agent, Lehman Brothers Commercial Bank, C.I.T. Leasing Corporation and Sumitomo Mitsui Banking Corporation, as Documentation Agents, Credit Suisse, as Issuing Lender and Banc of America Securities LLC, Credit Suisse Securities (USA) LLC, Lehman Brothers Inc. and Sumitomo Mitsui Banking Corporation, as Joint Lead Arrangers and Joint Bookrunners, and I have made, or have caused to be made under my supervision, a review in reasonable detail of the transactions and condition of the Company and its Subsidiaries during the accounting period covered by the attached financial statements. A description of all new Subsidiaries (if any) and of any change in the name or jurisdiction of organization of any Loan Party (if any) and a listing of any material registrations of or applications for United States Intellectual Property by any Loan Party (if any) during the period covered by this Compliance Certificate is set forth in a separate attachment to this Compliance Certificate.

3. The examination described in paragraph 2 above did not disclose, and I have no knowledge of, the existence of any condition or event which constitutes an Event of Default or Default not previously disclosed in writing to the Administrative Agent during or at the end of the accounting period covered by the attached financial statements or as of the date of this Compliance Certificate, except as set forth in a separate attachment, if any, to this Compliance Certificate, describing in detail the nature of the condition or event, the period during which it has existed and the action which the Company has taken, is taking, or proposes to take with respect to each such condition or event.

The foregoing certifications, together with the financial statements delivered with this Compliance Certificate in support hereof, are made and delivered on behalf of the Company and not individually, on [MM/DD/YY] pursuant to Section 6.2(b) of the Credit Agreement.

BOOZ ALLEN HAMILTON, INC.

By: _____
Title:

EXHIBIT C

FORM OF CLOSING CERTIFICATE
July 31, 2008

Pursuant to Section 5.1(e) of the Credit Agreement, dated as of July 31, 2008 (the "Credit Agreement"; unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement), among Explorer Investor Corporation, a Delaware corporation, Explorer Merger Sub Corporation, a Delaware corporation, Booz Allen Hamilton Inc., a Delaware corporation, the several banks and other financial institutions or entities from time to time parties thereto, Credit Suisse, as Administrative Agent and Collateral Agent, Bank of America, N.A., as Syndication Agent, Lehman Brothers Commercial Bank, C.I.T. Leasing Corporation and Sumitomo Mitsui Banking Corporation, as Documentation Agents, Credit Suisse, as Issuing Lender and Banc of America Securities LLC, Credit Suisse Securities (USA) LLC, Lehman Brothers Inc. and Sumitomo Mitsui Banking Corporation, as Joint Lead Arrangers and Joint Bookrunners, the undersigned [•], [insert title of officer if Borrower/Holdings] [Secretary/Assistant Secretary] of _____ (the "Company"), hereby certifies on behalf of the Company (and not individually) as follows:

[1. The Specified Representations of [the Company and its Subsidiaries][1] [the Company][2] are true and correct in all material respects.

[2. No material provision of the Merger Agreement and the related disclosure schedules and exhibits thereto has been waived or amended (other than any such waivers or amendments (including, without limitation, with respect to any representations and warranties in the Merger Agreement) as are not materially adverse to the Lenders or the Lead Arrangers (including, without limitation, the definition of "Company Material Adverse Effect" therein and the representation and warranty set forth in Section 4.8(c) thereof)), other than such waivers or amendments consented to by the Lead Arrangers.

3. The transactions described in Section 5.1(b)(ii) of the Credit Agreement have been consummated, in accordance with the terms set forth in such Section 5.1(b)(ii).][3]

3. _____ is the duly elected and qualified Secretary of the Company and the signature set forth for such officer below is such officer's true and genuine signature.

The undersigned Secretary of the Company hereby certifies as follows:] [Borrower/Holdings only]

1. Attached hereto as Exhibit [A] is a copy of a certificate of good standing or the equivalent from the Company's jurisdiction of organization dated as of a recent date prior to the date hereof.

---

1 Surviving Borrower certificate only.

2 Holdings and Merger Sub certificate only.

3 Surviving Borrower certificate only.

2. Attached hereto as Exhibit [B] is a true and complete copy of [a unanimous written consent duly adopted by the Board of Directors of the Company][4] [resolutions duly adopted at a meeting of the Board of Directors][5], and such [unanimous written consent has][resolutions have] not in any way been amended, modified, revoked or rescinded, [has/have] been in full force and effect since [its/their] adoption to and including the date hereof and [is/are] now in full force and effect.

3. Attached hereto as Exhibit [C] is a true and complete copy of the bylaws of the Company as in effect on the date hereof.

4. Attached hereto as Exhibit [D] is a true and complete certified copy of the Certificate of Incorporation of the Company as in effect on the date hereof, and such Certificate of Incorporation has not been amended, repealed, modified or restated.

5. The following persons are now duly elected and qualified officers of the Company holding the offices indicated next to their respective names, and the signatures appearing opposite their respective names are the true and genuine signatures of such officers, and each of such officers is duly authorized to execute and deliver on behalf of the Company each of the Loan Documents to which it is a party and any certificate or other document to be delivered by the Company pursuant to the Loan Documents to which it is a party:

Name and Title	Signature
[Name] [Title]	_____
[Name] [Title]	_____
[Name] [Title]	_____
[Name] [Title]	_____
[Name] [Title]	_____

[4] Holdings, Merger Sub and Booz Allen Transportation Inc. only.

[5] Borrower, ASE, Inc. and Aestix, Inc. only.

Name and Title	Signature
[Name] [Title]	

IN WITNESS WHEREOF, the undersigned have hereunto set our names as of the date set forth above.

[COMPANY]

By: _____
Name:
Title:

[I, [NAME], [TITLE] of the Company, do hereby certify that [NAME] is the duly elected, qualified and [TITLE] of the Company, and that [his/her] signature set forth above is [his/her] genuine signature.

_____
Name:
Title:][6]

6 Subsidiary Guarantor certificates only.

Exhibit A
to Closing Certificate

[Certificate of Good Standing]

[Unanimous Written Consent]

[Bylaws]

[Certificate/Articles of Incorporation]

EXHIBIT D

FORM OF
ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between [*Insert name of Assignor*] (the "Assignor") and [*Insert name of Assignee*] (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including any letters of credit and swingline loans included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor:	_____
2. Assignee:	_____ [and is an Affiliate/Approved Fund of [*identify Lender*][7]]
3. Borrowers:	Explorer Merger Sub Corporation, a Delaware corporation (the "Initial Borrower") and Booz Allen Hamilton Inc., a Delaware corporation (the "Surviving Borrower")
4. Administrative Agent:	Credit Suisse, as the administrative agent under the Credit Agreement
5. Credit Agreement:	The $810,000,000 Credit Agreement, dated as of July 31, 2008, among Explorer Investor Corporation, a Delaware corporation, the Initial Borrower, the Surviving Borrower, the several banks and other financial

7 Select as applicable.

institutions or entities from time to time parties thereto, Credit Suisse, as Administrative Agent and Collateral Agent, Bank of America, N.A., as Syndication Agent, Lehman Brothers Commercial Bank, C.I.T. Leasing Corporation and Sumitomo Mitsui Banking Corporation, as Documentation Agents, Credit Suisse, as Issuing Lender and Banc of America Securities LLC, Credit Suisse Securities (USA) LLC, Lehman Brothers Inc. and Sumitomo Mitsui Banking Corporation, as Joint Lead Arrangers and Joint Bookrunners

6. Assigned Interest:

Facility Assigned[8]	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned[3]	Percentage Assigned of Commitment/Loans[9]
	$	$	%
	$	$	%
	$	$	%

Effective Date: _____ ___, 20___ [TO BE INSERTED BY ADMINISTRATIVE AGENT IN ACCORDANCE WITH THE CREDIT AGREEMENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their related parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Title:

8 Fill in the appropriate terminology for the types of facilities under the Credit Agreement that are being assigned under this Assignment and Assumption (e.g. "Revolving Commitment," "Tranche A Term Commitment," etc.)

9 Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____
Title:

[Consented to and][10] Accepted:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Administrative Agent

By: _____
Title:

By: _____
Title:

[Consented to:[11]

[BOOZ ALLEN HAMILTON INC.]

By _____
Title:]

[Consented to:[12]

[CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Issuing Lender and Swingline Lender]

By: _____
Title:

By _____
Title:]

10 To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

11 To be added only if the consent of the Borrower is required by the terms of the Credit Agreement.

12 To be added only if the consent of the Issuing Lender and the Swingline Lender is required by the terms of the Credit Agreement.

The $810,000,000 Credit Agreement, dated as of July 31, 2008 (the "Credit Agreement"), among Explorer Investor Corporation, a Delaware corporation, Explorer Merger Sub Corporation, a Delaware corporation, Booz Allen Hamilton Inc., a Delaware corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), Credit Suisse, as Administrative Agent and Collateral Agent, Bank of America, N.A., as Syndication Agent, Lehman Brothers Commercial Bank, C.I.T. Leasing Corporation and Sumitomo Mitsui Banking Corporation, as Documentation Agents, Credit Suisse, as Issuing Lender and Banc of America Securities LLC, Credit Suisse Securities (USA) LLC, Lehman Brothers Inc. and Sumitomo Mitsui Banking Corporation, as Joint Lead Arrangers and Joint Bookrunners. Capitalized terms used but not defined herein have the meanings given to them in the Credit Agreement.

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of any Borrower, any Subsidiary or Affiliate thereof or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by any Borrower, any Subsidiary or Affiliate thereof or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) repeats each Lender representation set forth in Section 9.6 of the Credit Agreement; (b) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received and/or had the opportunity to review a copy of the Credit Agreement to the extent it has in its sole discretion deemed necessary, together with copies of the most recent financial statements delivered pursuant to Section 6.1 thereof, as applicable, and such other documents and information as it has in its sole discretion deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) if it is a Non-US Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; (c) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender; and (d) appoints and

authorizes (i) the Administrative Agent, and (ii) the Collateral Agent to take such action as agent in their respective capacities on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Loan Documents and any other instrument or document furnished pursuant hereto or thereto as are delegated to the Administrative Agent and the Collateral Agent, as applicable, by the terms thereof, together with such powers as are incidental thereto.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption and the rights and obligations of the parties under this Assignment and Assumption shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to principles of conflicts of laws to the extent that the same are not mandatorily applicable by statute and the application of the laws of another jurisdiction would be required thereby.

[FORM OF OPINION TO BE DELIVERED BY DEBEVOISE & PLIMPTON LLP]

1. Booz Allen Transportation is validly existing under the laws of the State of New York.

2. Booz Allen Transportation has the corporate power and authority to execute, deliver and perform its obligations under the Loan Documents to which it is a party.

3. Booz Allen Transportation has taken all necessary corporate action to authorize its execution and delivery of and performance of its obligations under the Loan Documents to which it is a party.

4. Each of the Loan Documents to which Booz Allen Transportation is a party has been duly executed and delivered on behalf of Booz Allen Transportation.

5. (a) Each of the Credit Agreement and the other Loan Documents to which the Borrower is a party constitutes a valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms.

(b) Each of the Credit Agreement and the other Loan Documents to which Merger Sub is a party constitutes a valid and binding obligation of Merger Sub enforceable against Merger Sub in accordance with its terms.

(c) Each of the Credit Agreement and the other Loan Documents to which Holdings is a party constitutes a valid and binding obligation of Holdings enforceable against Holdings in accordance with its terms.

(d) Each of the Loan Documents to which any Subsidiary Party is a party constitutes a valid and binding obligation of such Subsidiary Party enforceable against such Subsidiary Party in accordance with its terms.

6. (a) Except for (1) any consents, authorizations, approvals, notices and filings that have been obtained or made and are in full force and effect, (2) filings to perfect the security interests created by the Security Documents, (3) filings in the United States Patent and Trademark Office and the United States Copyright Office and in appropriate offices under any applicable state trademark laws, (4) mortgage filings in connection with any of the Loan Documents, (5) filings or consents required to create or perfect any Lien on Collateral constituting mobile goods covered by a certificate of title, (6) consents required pursuant to the Assignment of Claims Act and (7) those consents, authorizations, filings and other acts that, individually or in the aggregate, if not made, obtained or done would not to our knowledge have a Material Adverse Effect, to our knowledge no consent or authorization of, approval by, notice to, or filing with or other act by or in respect of, any United States federal or New York State governmental authority is required under United States federal or New York State law to be obtained or made on or prior to the date hereof by the Borrower in connection with its execution and delivery of, or performance of its obligations under, the Loan Documents to which it is a party or in connection with the validity or enforceability against it of the Loan Documents to which it is a party.

(b) Except for (1) any consents, authorizations, approvals, notices and filings that have been obtained or made and are in full force and effect, (2) filings to perfect the security interests created by the Security Documents, (3) filings in the United States Patent and Trademark Office and the United States Copyright Office and in appropriate offices under any applicable state trademark laws, (4) mortgage filings in connection with any of the Loan Documents, (5) filings or consents required to create or perfect any Lien on Collateral constituting mobile goods covered by a certificate of title, (6) consents required pursuant to the Assignment of Claims Act and (7) those consents, authorizations, filings and other acts that, individually or in the aggregate, if not made, obtained or done would not to our knowledge have a Material Adverse Effect, to our knowledge no consent or authorization of, approval by, notice to, or filing with or other act by or in respect of, any United States federal or New York State governmental authority is required under United States federal or New York State law to be obtained or made on or prior to the date hereof by Merger Sub in connection with its execution and delivery of, or performance of its obligations under, the Loan Documents to which it is a party or in connection with the validity or enforceability against it of the Loan Documents to which it is a party.

(c) Except for (1) any consents, authorizations, approvals, notices and filings that have been obtained or made and are in full force and effect, (2) filings to perfect the security interests created by the Security Documents, (3) filings in the United States Patent and Trademark Office and the United States Copyright Office and in appropriate offices under any applicable state trademark laws, (4) mortgage filings in connection with any of the Loan Documents, (5) filings or consents required to create or perfect any Lien on Collateral constituting mobile goods covered by a certificate of title, (6) consents required pursuant to the Assignment of Claims Act and (7) those consents, authorizations, filings and other acts that, individually or in the aggregate, if not made, obtained or done would not to our knowledge have a Material Adverse Effect, to our knowledge no consent or authorization of, approval by, notice to, or filing with or other act by or in respect of, any United States federal or New York State governmental authority is required under United States federal or New York State law to be obtained or made on or prior to the date hereof by Holdings in connection with its execution and delivery of, or performance of its obligations under, the Loan Documents to which it is a party or in connection with the validity or enforceability against it of the Loan Documents to which it is a party.

(d) Except for (1) any consents, authorizations, approvals, notices and filings that have been obtained or made and are in full force and effect, (2) filings to perfect the security interests created by the Security Documents, (3) filings in the United States Patent and Trademark Office and the United States Copyright Office and in appropriate offices under any applicable state trademark laws, (4) mortgage filings in connection with any of the Loan Documents, (5) filings or consents required to create or perfect any Lien on Collateral constituting mobile goods covered by a certificate of title, (6) consents required pursuant to the Assignment of Claims Act and (7) those consents, authorizations, filings and other acts that, individually or in the aggregate, if not made, obtained or done would not to our knowledge have a Material Adverse Effect, to our knowledge no consent or authorization of, approval by, notice to, or filing with or other act by or in respect of, any United States federal or New York State governmental authority is required under United States federal or New York State law to be obtained or made on or prior to the date hereof by any Subsidiary Party in connection with its execution and delivery of, or performance of its obligations under, the Loan Documents to which it is a party or in connection with the validity or enforceability against it of the Loan Documents to which it is a party.

7. (a) The execution and delivery by the Borrower of the Loan Documents to which it is a party, and the performance by the Borrower of its obligations thereunder, (x) will not violate (i) any existing United States federal or New York State law, rule or regulation applicable to the Borrower (including without limitation Regulation U of the Board of Governors of the Federal Reserve System) or (ii) any contract listed in Schedule III to which the Borrower is a party, except, in the case of clauses (i) and (ii), for such violations that to our knowledge would not have a Material Adverse Effect, and (y) will not result in, or require, the creation or imposition of any Lien (other than under the Loan Documents) on any of its properties or revenues by operation of any law, rule or regulation referred to in the preceding clause (x) or pursuant to any such contract.

(b) The execution and delivery by Merger Sub of the Loan Documents to which it is a party, and the performance by Merger Sub of its obligations thereunder, (x) will not violate (i) any existing United States federal or New York State law, rule or regulation applicable to Merger Sub (including without limitation Regulation U of the Board of Governors of the Federal Reserve System) or (ii) any contract listed in Schedule III to which Merger Sub is a party, except, in the case of clauses (i) and (ii), for such violations that to our knowledge would not have a Material Adverse Effect, and (y) will not result in, or require, the creation or imposition of any Lien (other than under the Loan Documents) on any of its properties or revenues by operation of any law, rule or regulation referred to in the preceding clause (x) or pursuant to any such contract.

(c) The execution and delivery by Holdings of the Loan Documents to which it is a party, and the performance by Holdings of its obligations thereunder, (x) will not violate (i) any existing United States federal or New York State law, rule or regulation applicable to Holdings or (ii) any contract listed in Schedule III to which Holdings is a party, except, in the case of clauses (i) and (ii), for such violations that to our knowledge would not have a Material Adverse Effect, and (y) will not result in, or require, the creation or imposition of any Lien (other than under the Loan Documents) on any of its properties or revenues by operation of any law, rule or regulation referred to in the preceding clause (x) or pursuant to any such contract.

(d) The execution and delivery by each Subsidiary Party of the Loan Documents to which it is a party, and the performance by such Subsidiary Party of its obligations thereunder, (x) will not violate (i) any existing United States federal or New York State law, rule or regulation applicable to such Subsidiary Party or (ii) any contract listed in Schedule III to which such Subsidiary Party is a party, except, in the case of clauses (i) and (ii), for such violations that to our knowledge would not have a Material Adverse Effect, and (y) will not result in, or require, the creation or imposition of any Lien (other than under the Loan Documents) on any of its properties or revenues by operation of any law, rule or regulation referred to in the preceding clause (x) or pursuant to any such contract.

(e) The execution and delivery by Booz Allen Transportation of the Loan Documents to which it is a party, and the performance by Booz Allen Transportation of its obligations thereunder, will not violate the certificate of incorporation or by-laws of Booz Allen Transportation.

8. (a) The Guarantee and Collateral Agreement is effective to create a valid security interest in favor of the Collateral Agent for the benefit of the Secured Parties, as security for the Obligations (as defined in the Guarantee and Collateral Agreement), in all of the collateral described therein that is of the type in which a security interest can be created under Article 9 of the UCC (the "Article 9 Collateral"), to the extent the UCC is applicable to the creation of such security interest.

(b) Upon the delivery of the Article 9 Collateral in which a security interest may be perfected by possession pursuant to the UCC to (and provided that the same remains in the possession of) the Collateral Agent in the State of New York, the Collateral Agent, for the benefit of the Secured Parties, will have a perfected security interest in such Article 9 Collateral.

(c) Upon delivery of the Pledged Stock (in certificated form) either in bearer form or registered form (issued or endorsed in each case in the name of the Collateral Agent or in blank) to (and retention of control (within the meaning of Section 8-106 of the UCC) thereof by) the Collateral Agent in the State of New York, the Collateral Agent will have a perfected security interest therein, to the extent the UCC is applicable to the perfection of such security interest.

(d) Upon the proper filing of the Financing Statement in the Filing Office, the Collateral Agent will have a perfected security interest in all of the right, title and interest of Booz Allen Transportation in and to such Article 9 Collateral, to the extent perfection may be accomplished by the filing of financing statements in the Filing Office under the UCC.

9. Neither the Borrower nor Merger Sub is an "investment company" within the meaning of and subject to regulation under the Investment Company Act of 1940, as amended.

* * *

[FORM OF OPINION TO BE DELIVERED BY MORRIS, NICHOLS, ARSHT & TUNNELL LLP]

1. Each Delaware Corporation is a duly incorporated and validly existing corporation in good standing under the laws of the State of Delaware.

2. Each Delaware Corporation has the requisite corporate power and authority to execute and deliver the Loan Documents to which it is a party and to perform its obligations thereunder.

3. The execution and delivery by each Delaware Corporation (other than the Surviving Borrower, ASE and Aestix) of the Loan Documents to which it is a party, and the performance by such Delaware Corporation of its obligations thereunder, have been duly authorized by all requisite corporate action on the part of such Delaware Corporation. Upon the effectiveness of the Merger, followed on the date hereof by the due execution and delivery of the Consent, followed on the date hereof by the due adoption of the Surviving Borrower Resolutions by the Board of Directors of the Surviving Borrower (collectively, the "Precedent Steps"), the execution and delivery by the Surviving Borrower of the Loan Documents to which it is a party, and the performance by the Surviving Borrower of its obligations thereunder, will have been duly authorized by all requisite corporate action on the part of the Surviving Borrower. Upon the due adoption of the ASE Resolutions by the Board of Directors of ASE on the date hereof following the effectiveness of the Merger, the execution and delivery by ASE of the Loan Documents to which it is a party, and the performance by ASE of its obligations thereunder, will have been duly authorized by all requisite corporate action on the part of ASE. Upon the due adoption of the Aestix Resolutions by the Board of Directors of Aestix on the date hereof following the effectiveness of the Merger, the execution and delivery by Aestix of the Loan Documents to which it is a party, and the performance by Aestix of its obligations thereunder, will have been duly authorized by all requisite corporate action on the part of Aestix.

4. The execution and delivery by each Delaware Corporation (other than the Surviving Borrower, ASE and Aestix) of the Loan Documents to which it is party do not, and the performance by such Delaware Corporation of its obligations thereunder will not, (a) violate the Governing Documents of such Delaware Corporation, (b) violate any applicable law, rule or regulation of the State of Delaware or (c) result in, or require, the creation or imposition of any lien (other than under the Loan Documents) on any of its properties or revenues by operation of any law, rule or regulation referred to in the preceding clause (b). Assuming the occurrence of the Precedent Steps, the execution and delivery by the Surviving Borrower of the Loan Documents to which it is a party, and the performance by the Surviving Borrower of its obligations thereunder, will not violate (a) the Governing Documents of the Surviving Borrower or (b) any applicable law, rule or regulation of the State of Delaware. Assuming the due adoption of the ASE Resolutions by the Board of Directors of ASE on the date hereof following the effectiveness of the Merger, the execution and delivery by ASE of the Loan Documents to which it is a party, and the performance by ASE of its obligations thereunder, will not violate (a) the Governing Documents of ASE or (b) any applicable law, rule or regulation of the State of Delaware. Assuming the due adoption of the Aestix Resolutions by the Board of Directors of Aestix on the date hereof following the effectiveness of the Merger, the execution and delivery by Aestix of the Loan Documents to which it is a party, and the performance by Aestix of its obligations thereunder, will not violate, (a) the Governing Documents of Aestix or (b) any applicable law, rule or regulation of the State of Delaware.

5. No approval, consent or authorization of, filing with or notice to, any governmental authority of the State of Delaware is required in connection with the execution and delivery by any Delaware Corporation of the Loan Documents to which it is a party and the performance by such Delaware Corporation of its obligations thereunder (other than the filing of the Financing Statements in the State Office).

6. Each Delaware Corporation (other than the Surviving Borrower, ASE and Aestix) has duly executed and delivered the Loan Documents to which it is a party. Upon the occurrence of the Precedent Steps, the Loan Documents to which it is a party will have been duly executed and delivered by the Surviving Borrower. Upon the due adoption of the ASE Resolutions and the Aestix Resolutions by the Board of Directors of ASE and the Board of Directors of Aestix, respectively, on the date hereof following the effectiveness of the Merger, the Loan Documents to which it is a party will have been duly executed and delivered by each of ASE and Aestix, respectively.

7. Solely to the extent that the Delaware UCC is applicable to the perfection of the security interest of the Collateral Agent in the Collateral owned or acquired by the Initial Borrower (the "Initial Borrower Collateral"), (a) the Initial Borrower Financing Statement is in appropriate form for filing with the State Office under the Delaware UCC with respect to the portion of the Initial Borrower Collateral as to which a security interest can be perfected by filing a financing statement in the State of Delaware under the Delaware UCC (the "Initial Borrower Fifing Collateral") and (b) upon the filing of the Initial Borrower Financing Statement in the State Office, the security interest of the Collateral Agent in the Initial Borrower Filing Collateral will be perfected.

8. Solely to the extent that the Delaware UCC is applicable to the perfection of the security interest of the Collateral Agent in the Collateral owned or acquired by the Surviving Borrower (the "Surviving Borrower Collateral"), (a) the Surviving Borrower Financing Statement is in appropriate form for filing with the State Office under the Delaware UCC with respect to the portion of the Surviving Borrower Collateral as to which a security interest can be perfected by filing a financing statement in the State of Delaware under the Delaware UCC (the "Surviving Borrower Filing Collateral") and (b) upon occurrence of the Precedent Steps and the filing of the Surviving Borrower Financing Statement in the State Office, the security interest of the Collateral Agent in the Surviving Borrower Filing Collateral will be perfected.

9. Solely to the extent that the Delaware UCC is applicable to the perfection of the security interest of the Collateral Agent in the Collateral owned or acquired by ASE (the "ASE Collateral"), (a) the ASE Financing Statement is in appropriate form for filing with the State Office under the Delaware UCC with respect to the portion of the ASE Collateral as to which a security interest can be perfected by filing a financing statement in the State of Delaware under the Delaware UCC (the "ASE Filing Collateral") and (b) upon the due adoption of the ASE Resolutions by the Board of Directors of ASE and the filing of the ASE Financing Statement in the State Office, the security interest of the Collateral Agent in the ASE Filing Collateral will be perfected.

10. Solely to the extent that the Delaware UCC is applicable to the perfection of the security interest of the Collateral Agent in the Collateral owned or acquired by Aestix (the "Aestix Collateral"), (a) the Aestix Financing Statement is in appropriate form for filing with the State Office under the Delaware UCC with respect to the portion of the Aestix Collateral as to which a security interest can be perfected by filing a financing statement in the State of Delaware under the Delaware UCC (the "Aestix Filing Collateral") and (b) upon the due adoption of the Aestix Resolutions by the Board of Directors of Aestix and the filing of the Aestix Financing Statement in the State Office, the security interest of the Collateral Agent in the Aestix Filing Collateral will be perfected.

11. Solely to the extent that the Delaware UCC is applicable to the perfection of the security interest of the Collateral Agent in the Collateral owned or acquired by Holdings (the "Holdings Collateral"), (a) the Holdings Financing Statement is in appropriate form for filing with the State Office under the Delaware UCC with respect to the portion of the Holdings Collateral as to which a security interest can be perfected by filing a financing statement in the State of Delaware under the Delaware UCC (the "Holdings Filing Collateral") and (b) upon the filing of the Holdings Financing Statement in the State Office, the security interest of the Collateral Agent in the Holdings Filing Collateral will be perfected.

12. Pursuant to the provisions of Section 259 of the Delaware General Corporation Law, upon the effectiveness of the Merger, for all purposes of the laws of the State of Delaware, the debts, liabilities and duties of the Initial Borrower set forth in the Loan Documents shall thenceforth attach to the Surviving

Borrower, and may be enforced against the Surviving Borrower to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Borrower.

[FORM OF OPINION TO BE DELIVERED BY MORRIS, NICHOLS, ARSHT & TUNNELL LLP]

1. Each Delaware Corporation (other than the Initial Borrower) is a duly incorporated and validly existing corporation in good standing under the laws of the State of Delaware.

2. Each Delaware Corporation (other than the Initial Borrower) has the requisite corporate power and authority to execute and deliver the Loan Documents to which it is a party and to perform its obligations thereunder.

3. The execution and delivery by each Delaware Corporation (other than the Initial Borrower) of the Loan Documents to which it is a party, and the performance by such Delaware Corporation of its obligations thereunder, have been duly authorized by all requisite corporate action on the part of such Delaware Corporation.

4. The execution and delivery by each Delaware Corporation (other than the Initial Borrower) of the Loan Documents to which it is party do not, and the performance by such Delaware Corporation of its obligations thereunder will not, (a) violate the Governing Documents of such Delaware Corporation, (b) violate any applicable law, rule or regulation of the State of Delaware or (c) result in, or require, the creation or imposition of any lien (other than under the Loan Documents) on any of its properties or revenues by operation of any law, rule or regulation referred to in the preceding clause (b).

5. No approval, consent or authorization of, filing with or notice to, any governmental authority of the State of Delaware is required in connection with the execution and delivery by any Delaware Corporation (other than the Initial Borrower) of the Loan Documents to which it is a party and the performance by such Delaware Corporation of its obligations thereunder (other than the filing of the Financing Statements in the State Office).

6. Each Delaware Corporation (other than the Initial Borrower) has duly executed and delivered the Loan Documents to which it is a party.

7. Solely to the extent that the Delaware UCC is applicable to the perfection of the security interest of the Collateral Agent in the Collateral owned or acquired by the Surviving Borrower (the “Surviving Borrower Collateral”), (a) the Surviving Borrower Financing Statement is in appropriate form for filing with the State Office under the Delaware UCC with respect to the portion of the Surviving Borrower Collateral as to which a security interest can be perfected by filing a financing statement in the State of Delaware under the Delaware UCC (the “Surviving Borrower Filing Collateral”) and (b) upon the filing of the Surviving Borrower Financing Statement in the State Office, the security interest of the Collateral Agent in the Surviving Borrower Filing Collateral will be perfected.

8. Solely to the extent that the Delaware UCC is applicable to the perfection of the security interest of the Collateral Agent in the Collateral owned or acquired by ASE (the “ASE Collateral”), (a) the ASE Financing Statement is in appropriate form for filing with the State Office under the Delaware UCC with respect to the portion of the ASE Collateral as to which a security interest can be perfected by filing a financing statement in the State of Delaware under the Delaware UCC (the “ASE Filing Collateral”) and (b) upon the filing of the ASE Financing Statement in the State Office, the security interest of the Collateral Agent in the ASE Filing Collateral will be perfected.

9. Solely to the extent that the Delaware UCC is applicable to the perfection of the security interest of the Collateral Agent in the Collateral owned or acquired by Aestix (the “Aestix Collateral”), (a) the Aestix Financing Statement is in appropriate form for filing with the State Office under the Delaware UCC with respect to the portion of the Aestix Collateral as to which a security interest can be perfected by filing a financing statement in the State of Delaware under the Delaware UCC (the “Aestix Filing Collateral”) and (b) upon the filing of the Aestix Financing Statement in the State Office, the security interest of the Collateral Agent in the Aestix Filing Collateral will be perfected.

10. Solely to the extent that the Delaware UCC is applicable to the perfection of the security interest of the Collateral Agent in the Collateral owned or acquired by Holdings (the “Holdings Collateral”), (a) the Holdings Financing Statement is in appropriate form for filing with the State Office under the Delaware UCC with respect to the portion of the Holdings Collateral as to which a security interest can be perfected by filing a financing statement in the State of Delaware under the Delaware UCC (the “Holdings Filing Collateral”) and (b) upon the filing of the Holdings Financing Statement in the State Office, the security interest of the Collateral Agent in the Holdings Filing Collateral will be perfected.

EXHIBIT F

FORM OF EXEMPTION CERTIFICATE

Reference is made to the Credit Agreement, dated as of July 31, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Explorer Investor Corporation, a Delaware corporation, Explorer Merger Sub Corporation, a Delaware corporation, Booz Allen Hamilton Inc., a Delaware corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time parties thereto, Credit Suisse, as Administrative Agent (in such capacity, the "Administrative Agent") and Collateral Agent, Bank of America, N.A., as Syndication Agent, Lehman Brothers Commercial Bank, C.I.T. Leasing Corporation and Sumitomo Mitsui Banking Corporation, as Documentation Agents, Credit Suisse, as Issuing Lender and Banc of America Securities LLC, Credit Suisse Securities (USA) LLC, Lehman Brothers Inc. and Sumitomo Mitsui Banking Corporation, as Joint Lead Arrangers and Joint Bookrunners. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

_____ (the "Non-US Lender") is providing this certificate pursuant to Section 2.20(d) of the Credit Agreement. The Non-US Lender hereby represents and warrants that:

1. The Non-US Lender is the sole record and beneficial owner of the Loans or the obligations evidenced by Note(s) in respect of which it is providing this certificate.

2. The income from the Loans held by the Non-US Lender is not effectively connected with the conduct of a trade or business within the United States.

3. The Non-US Lender is not a "bank" as such term is used in Section 881(c)(3)(A) of the Code. In this regard, the Non-US Lender further represents and warrants that:

(a) the Non-US Lender is not subject to regulatory or other legal requirements as a bank in any jurisdiction; and

(b) the Non-US Lender has not been treated as a bank for purposes of any tax, securities law or other filing or submission made to any Governmental Authority, any application made to a rating agency or qualification for any exemption from tax, securities law or other legal requirements.

4. The Non-US Lender is not a "10-percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code.

5. The Non-US Lender is not a controlled foreign corporation receiving interest from a related person within the meaning of Section 881(c)(3)(B) of the Code.

We have furnished you with a certificate of our non-U.S. person status on Internal Revenue Service Form W-8BEN. By executing this certificate, the Non-US Lender agrees that (1) if the information provided on this certificate changes, the Non-US Lender shall inform the Borrower (for the benefit of the Borrower and the Administrative Agent) in writing within 30 days of such change and (2) the Non-US Lender shall furnish the Borrower (for the benefit of the Borrower and the Administrative Agent) a properly completed and currently effective certificate in either the calendar year in which

payment is to be made by the Borrower to the Non-US Lender, or in either of the two calendar years preceding such payment.

IN WITNESS WHEREOF, the undersigned has duly executed this certificate.

[NAME OF NON-US LENDER]

By: _____
Name:
Title:

Date: _____

EXHIBIT G

FORM OF SOLVENCY CERTIFICATE
July 31, 2008

Pursuant to Section 5.1(c) of the Credit Agreement, dated as of July 31, 2008 (the "Credit Agreement"; unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement), among Explorer Investor Corporation, a Delaware corporation ("Holdings"), Explorer Merger Sub Corporation, a Delaware corporation, Booz Allen Hamilton Inc., a Delaware corporation, the several banks and other financial institutions or entities from time to time parties thereto, Credit Suisse, as Administrative Agent and Collateral Agent, Bank of America, N.A., as Syndication Agent, Lehman Brothers Commercial Bank, C.I.T. Leasing Corporation and Sumitomo Mitsui Banking Corporation, as Documentation Agents, Credit Suisse, as Issuing Lender and Banc of America Securities LLC, Credit Suisse Securities (USA) LLC, Lehman Brothers Inc. and Sumitomo Mitsui Banking Corporation, as Joint Lead Arrangers and Joint Bookrunners, the undersigned hereby certifies that he is the duly elected and acting Chief Financial Officer of Holdings and that as such he is authorized to execute and deliver this Solvency Certificate on behalf of Holdings (and not as an individual).

Holdings further certifies that on the date hereof, it and each of the Loan Parties (on a consolidated basis) is, and after giving effect to the Transactions will be, Solvent.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the undersigned has caused this Solvency Certificate to be executed as of the date set forth above.

EXPLORER INVESTOR CORPORATION

By: _____
Name:
Title: Chief Financial Officer

EXHIBIT H

FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT, dated as of [_____, 200___] (the "Joinder Agreement" or this "Agreement"), by and among [NEW LENDERS] (each, a "New Lender" and, collectively, the "New Lenders"), EXPLORER INVESTOR CORPORATION, a Delaware corporation ("Holdings"), BOOZ ALLEN HAMILTON INC., a Delaware corporation (the "Borrower"), and CREDIT SUISSE (the "Administrative Agent").

RECITALS:

WHEREAS, reference is hereby made to the Credit Agreement, dated as of July 31, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, Explorer Merger Sub Corporation, a Delaware corporation, Booz Allen Hamilton Inc., a Delaware corporation, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), Credit Suisse, as Administrative Agent (in such capacity, the "Administrative Agent") and Collateral Agent, Bank of America, N.A., as Syndication Agent, Lehman Brothers Commercial Bank, C.I.T. Leasing Corporation and Sumitomo Mitsui Banking Corporation, as Documentation Agents, Credit Suisse, as Issuing Lender and Banc of America Securities LLC, Credit Suisse Securities (USA) LLC, Lehman Brothers Inc. and Sumitomo Mitsui Banking Corporation, as Joint Lead Arrangers and Joint Bookrunners (capitalized terms used but not defined herein having the meaning provided in the Credit Agreement); and

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Borrower may establish New Loan Commitments by, among other things, entering into one or more Joinder Agreements with New Lenders;

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

I. Each New Lender party hereto hereby agrees to commit to provide its New Loan Commitment, as set forth on Schedule A annexed hereto, on the terms and subject to the conditions set forth below:

II. Each New Lender (i) confirms that it has received a copy of the Credit Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement; (ii) agrees that it will, independently and without reliance upon the Administrative Agent, or any other New Lender or any other Lender or Agent and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) appoints and authorizes the Administrative Agent and/or the Collateral Agent, to take such action as agent on its behalf and to exercise such powers under the Credit Agreement and the other Loan Documents as are delegated to the Administrative Agent and the Collateral Agent, respectively, by the terms thereof, together with such powers as are reasonably incidental thereto; and (iv) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a New Lender.

III. Each New Lender hereby agrees to make its respective Commitment on the following terms and conditions:

1. **Applicable Margin**. The Applicable Margin for each New [Term][Revolving] Loan shall mean, as of any date of determination, a percentage per annum as set forth below:

[INSERT PRICING]

2. **[Principal Payments**. The Borrower shall make principal payments on the New Term Loan in installments on the dates and in the amounts set forth below:

(A) Payment Date	(B) Scheduled Repayment of New Term Loans
	$_____
	$_____
	$_____
	$_____
	$_____
	$_____
	$_____
	$_____
	$_____
	$_____
	$_____
	$_____
	$_____
	$_____
	$_____

][**Maturity Date**. The Borrower shall repay the then unpaid principal amount of the New Revolving Loans outstanding, and the New Loan Commitments in respect thereof will terminate, on [•].]

3. **Voluntary and Mandatory Prepayments**. [Scheduled installments of principal of the New Term Loans set forth above shall be reduced in connection with any optional or mandatory prepayments of the New Term Loans in accordance with Sections 2.11 and 2.12 of the Credit Agreement respectively.] [The New Loan Commitments with respect to New Revolving Loans shall be reduced in accordance with Section 2.10.]

4. **Proposed Borrowing**. This Agreement represents the Borrower's request to [borrow New Term Loans] [establish commitments for New Revolving Loans] from the New Lenders as follows (the "**Proposed Borrowing**"):

SECTION 1. Business Day of Proposed Borrowing: _____, ___

SECTION 2. Amount of Proposed Borrowing: $_____

[SECTION 3. Interest rate option:
a. ABR Loan(s)
b. Eurocurrency Loan(s) with an initial Interest Period of ___ months]

5. [**New Lenders**. Each New Lender acknowledges and agrees that upon its execution of this Agreement and the making of New [Term][Revolving] Loans, such New Lender shall become a "Lender" under, and for all purposes of, the Credit Agreement and the other Loan Documents, and shall be subject to and bound by the terms thereof, and shall perform all the obligations of and shall have all rights of a Lender thereunder.][13]

6. **Credit Agreement Governs**. Except as set forth in this Agreement, the New [Term][Revolving] Loans shall otherwise be subject to the provisions of the Credit Agreement and the other Loan Documents.

7. **Certification**. By its execution of this Agreement, the undersigned officer on behalf of Holdings and the Borrower certifies that:

i. each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents are true and correct in all material respects, in each case on and as of the date hereof as if made on and as of the date hereof except to the extent that such representations and warranties relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date; and

ii. the Borrower, upon the incurrence of the Proposed Borrowing, will be in compliance with the conditions contained in Section 2.25(b) of the Credit Agreement.

8. **Notice**. For purposes of the Credit Agreement, the initial notice address of each New Lender shall be as set forth below its signature below.

9. **Non-US Lenders**. For each New Lender that is a Non-US Lender, delivered herewith to the Administrative Agent are such forms, certificates or other evidence with respect to United States federal income tax withholding matters as such New Lender may be required to deliver to Administrative Agent pursuant to Section 2.20(d) of the Credit Agreement.

10. **Recordation of the New Loans**. Upon execution and delivery hereof, the Administrative Agent will record the New [Term][Revolving] Loans made by each New Lender in the Register.

11. **Amendment, Modification and Waiver**. This Agreement may not be amended, modified or waived except as provided by Section 10.1 of the Credit Agreement.

12. **Entire Agreement**. This Agreement, the Credit Agreement and the other Loan Documents constitute the entire agreement among the parties with respect to the subject matter hereof and

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13 Insert bracketed language if the lending institution is not already a Lender.

thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.

13. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

14. **Severability**. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as would be enforceable.

15. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Joinder Agreement as of [_____, ___].

[NAME OF NEW LENDER],

By: _____
Name:
Title:
Notice Address:
Attention:
Telephone:
Facsimile:

EXPLORER INVESTOR CORPORATION

By: _____
Name:
Title:

BOOZ ALLEN HAMILTON INC.

By: _____
Name:
Title:

Consented to by:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE A
TO JOINDER AGREEMENT

Name of New Lender	Type of New Loan Commitment	Amount
[_____]	[Term][Revolving] Loan Commitment	$_____

EXHIBIT I

FORM OF
PREPAYMENT OPTION NOTICE

Attention of _____
Telecopy No. _____

[Date]

Ladies and Gentlemen:

The undersigned, Credit Suisse, as administrative agent (in such capacity, the "Administrative Agent") for the Lenders referred to below, refers to the Credit Agreement, dated as of July 31, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Explorer Investor Corporation, a Delaware corporation, Explorer Merger Sub Corporation, a Delaware corporation, Booz Allen Hamilton Inc., a Delaware corporation, the several banks and other financial institutions or entities from time to time parties thereto, Credit Suisse, as Administrative Agent and Collateral Agent, Bank of America, N.A., as Syndication Agent, Lehman Brothers Commercial Bank, C.I.T. Leasing Corporation and Sumitomo Mitsui Banking Corporation, as Documentation Agents, Credit Suisse, as Issuing Lender and Banc of America Securities LLC, Credit Suisse Securities (USA) LLC, Lehman Brothers Inc. and Sumitomo Mitsui Banking Corporation, as Joint Lead Arrangers and Joint Bookrunners. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement. The Administrative Agent hereby gives notice of an offer of prepayment made by the Borrower pursuant to Section 2.12(e) of the Credit Agreement of the Prepayment Amount. Amounts applied to prepay the Tranche B Term Loans shall be applied pro rata to the Tranche B Term Loan held by you. The portion of the prepayment amount to be allocated to the Tranche B Term Loan held by you and the date on which such prepayment will be made to you (should you elect to receive such prepayment) are set forth below:

(A)	Total Prepayment Amount	$_____
(B)	Portion of Prepayment Amount to be received by you	$_____
(C)	Prepayment Date (ten Business Days after the date of this Prepayment Option Notice)	_____, 20___

IF YOU DO NOT WISH TO RECEIVE ALL OR ANY PORTION OF THE TRANCHE B TERM LOAN PREPAYMENT AMOUNT TO BE ALLOCATED TO YOU ON THE PREPAYMENT DATE INDICATED IN PARAGRAPH (C) ABOVE, please sign this notice in the space provided below and indicate the percentage and the dollar amount of the Prepayment Amount otherwise payable to you which you do not wish to receive. Please return this notice as so completed via telecopy to the attention of [_____] at Credit Suisse, no later than 5:00 P.M., New York City time, one Business Day after the date of this Notice, at telecopy number [(___)___ — ___]. **IF YOU DO NOT RETURN THIS NOTICE, YOU WILL RECEIVE 100% OF THE PREPAYMENT AMOUNT ALLOCATED TO YOU ON THE PREPAYMENT DATE.**

Credit Suisse, Cayman Islands Branch,
as Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

_____
Name of Term Loan Lender

By: _____
Name:
Title:

Percentage and Dollar Amount
of Prepayment Amount
Declined: ____%; $ _____

FORM OF
TRANCHE A TERM LOAN NOTE

THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT REFERRED TO BELOW. TRANSFERS OF THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MUST BE RECORDED IN THE REGISTER MAINTAINED BY THE ADMINISTRATIVE AGENT PURSUANT TO THE TERMS OF SUCH CREDIT AGREEMENT.

$_____ New York, New York
_____, 20__

FOR VALUE RECEIVED, the undersigned, Booz Allen Hamilton Inc., a Delaware corporation ("Booz Allen", and, together with any assignee of, or successor by merger to, Booz Allen Hamilton Inc.'s rights and obligations under the Credit Agreement (as hereinafter defined) as provided therein, the "Borrower"), hereby unconditionally promises to pay to _____ (the "Lender") or its registered assigns at the Funding Office specified in the Credit Agreement in Dollars and in immediately available funds, the principal amount of (a) _____ DOLLARS ($_____), or, if less, (b) the aggregate unpaid principal amount of all Term Loans owing to the Lender under the Credit Agreement. The principal amount shall be paid in the amounts and on the dates specified in Section 2.3 of the Credit Agreement. The Borrower further agrees to pay interest in like money at such office on the unpaid principal amount hereof from time to time outstanding at the rates and on the dates specified in the Credit Agreement.

This Note (a) is one of the Notes issued pursuant to the Credit Agreement, dated as of July 31, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Explorer Investor Corporation, a Delaware corporation, Explorer Merger Sub Corporation, a Delaware corporation, the Borrower, the several banks and other financial institutions or entities from time to time parties thereto, Credit Suisse, Cayman Islands Branch, as administrative agent (in such capacity, the "Administrative Agent") and Collateral Agent, Bank of America, N.A., as Syndication Agent, Lehman Brothers Commercial Bank, C.I.T. Leasing Corporation and Sumitomo Mitsui Banking Corporation, as Documentation Agents, Credit Suisse, as Issuing Lender and Banc of America Securities LLC, Credit Suisse Securities (USA) LLC, Lehman Brothers Inc. and Sumitomo Mitsui Banking Corporation, as Joint Lead Arrangers and Joint Bookrunners, (b) is subject to the provisions of the Credit Agreement, which are hereby incorporated by reference, (c) is subject to optional and mandatory prepayment in whole or in part as provided in the Credit Agreement and (d) is secured and guaranteed as provided in the Loan Documents. Reference is hereby made to the Credit Agreement for a statement of all the terms and conditions under which the Tranche A Term Loans evidenced hereby are made and are to be repaid. In the event of any conflict or inconsistency between the terms of this Note and the terms of the Credit Agreement, to the fullest extent permitted by applicable law, the terms of the Credit Agreement shall govern and be controlling.

Upon the occurrence of any one or more Events of Default, all principal and all accrued interest then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as and to the extent provided in the Credit Agreement. No failure in exercising any rights hereunder or under the other Loan Documents on the part of the Lender shall operate as a waiver of such rights.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, indorser or otherwise, hereby expressly waive, to the fullest extent permitted by applicable law, presentment, demand, protest and all other similar notices or similar requirements.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE CREDIT AGREEMENT, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE REGISTRATION AND OTHER PROVISIONS OF SECTION 10.6 OF THE CREDIT AGREEMENT.

FOR PURPOSES OF SECTIONS 1272, 1273 AND 1275 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND THE RULES AND REGULATIONS THEREUNDER, THIS NOTE IS BEING ISSUED WITH ORIGINAL ISSUE DISCOUNT. THE ISSUE PRICE, AMOUNT OF THE ORIGINAL ISSUE DISCOUNT, ISSUE DATE AND YIELD TO MATURITY OF THE NOTE CAN BE OBTAINED BY WRITTEN REQUEST TO BOOZ ALLEN HAMILTON INC., CHIEF FINANCIAL OFFICER, AT 8283 GREENSBORO DRIVE, McLEAN, VA 22102.

[*Remainder of page intentionally left blank*]

THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF THE BORROWER AND THE LENDER HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

BOOZ ALLEN HAMILTON INC.

By: _____
Name:
Title:

FORM OF
TRANCHE B TERM LOAN NOTE

THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT REFERRED TO BELOW. TRANSFERS OF THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MUST BE RECORDED IN THE REGISTER MAINTAINED BY THE ADMINISTRATIVE AGENT PURSUANT TO THE TERMS OF SUCH CREDIT AGREEMENT.

$_____ New York, New York
_____, 20___

FOR VALUE RECEIVED, the undersigned, Booz Allen Hamilton Inc., a Delaware corporation ("Booz Allen", and, together with any assignee of, or successor by merger to, Booz Allen Hamilton Inc.'s rights and obligations under the Credit Agreement (as hereinafter defined) as provided therein, the "Borrower"), hereby unconditionally promises to pay to _____ (the "Lender") or its registered assigns at the Funding Office specified in the Credit Agreement in Dollars and in immediately available funds, the principal amount of (a) _____ DOLLARS ($_____), or, if less, (b) the aggregate unpaid principal amount of all Term Loans owing to the Lender under the Credit Agreement. The principal amount shall be paid in the amounts and on the dates specified in Section 2.3 of the Credit Agreement. The Borrower further agrees to pay interest in like money at such office on the unpaid principal amount hereof from time to time outstanding at the rates and on the dates specified in the Credit Agreement.

This Note (a) is one of the Notes issued pursuant to the Credit Agreement, dated as of July 31, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Explorer Investor Corporation, a Delaware corporation, Explorer Merger Sub Corporation, a Delaware corporation, the Borrower, the several banks and other financial institutions or entities from time to time parties thereto, Credit Suisse, Cayman Islands Branch, as administrative agent (in such capacity, the "Administrative Agent") and Collateral Agent, Bank of America, N.A., as Syndication Agent, Lehman Brothers Commercial Bank, C.I.T. Leasing Corporation and Sumitomo Mitsui Banking Corporation, as Documentation Agents, Credit Suisse, as Issuing Lender and Banc of America Securities LLC, Credit Suisse Securities (USA) LLC, Lehman Brothers Inc. and Sumitomo Mitsui Banking Corporation, as Joint Lead Arrangers and Joint Bookrunners, (b) is subject to the provisions of the Credit Agreement, which are hereby incorporated by reference, (c) is subject to optional and mandatory prepayment in whole or in part as provided in the Credit Agreement and (d) is secured and guaranteed as provided in the Loan Documents. Reference is hereby made to the Credit Agreement for a statement of all the terms and conditions under which the Tranche B Term Loans evidenced hereby are made and are to be repaid. In the event of any conflict or inconsistency between the terms of this Note and the terms of the Credit Agreement, to the fullest extent permitted by applicable law, the terms of the Credit Agreement shall govern and be controlling.

Upon the occurrence of any one or more Events of Default, all principal and all accrued interest then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as and to the extent provided in the Credit Agreement. No failure in exercising any rights hereunder or under the other Loan Documents on the part of the Lender shall operate as a waiver of such rights.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, indorser or otherwise, hereby expressly waive, to the fullest extent permitted by applicable law, presentment, demand, protest and all other similar notices or similar requirements.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE CREDIT AGREEMENT, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE REGISTRATION AND OTHER PROVISIONS OF SECTION 10.6 OF THE CREDIT AGREEMENT.

FOR PURPOSES OF SECTIONS 1272, 1273 AND 1275 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND THE RULES AND REGULATIONS THEREUNDER, THIS NOTE IS BEING ISSUED WITH ORIGINAL ISSUE DISCOUNT. THE ISSUE PRICE, AMOUNT OF THE ORIGINAL ISSUE DISCOUNT, ISSUE DATE AND YIELD TO MATURITY OF THE NOTE CAN BE OBTAINED BY WRITTEN REQUEST BOOZ ALLEN HAMILTON INC., CHIEF FINANCIAL OFFICER, AT 8283 GREENSBORO DRIVE, McLEAN, VA 22102.

[*Remainder of page intentionally left blank*]

THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF THE BORROWER AND THE LENDER HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

BOOZ ALLEN HAMILTON INC.

By: _____
Name:
Title:

FORM OF
REVOLVING NOTE

THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT REFERRED TO BELOW. TRANSFERS OF THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MUST BE RECORDED IN THE REGISTER MAINTAINED BY THE ADMINISTRATIVE AGENT PURSUANT TO THE TERMS OF SUCH CREDIT AGREEMENT.

$_____ New York, New York
_____, 20___

FOR VALUE RECEIVED, the undersigned, Booz Allen Hamilton Inc., a Delaware corporation ("Booz Allen", and, together with any assignee of, or successor by merger to, Booz Allen Hamilton Inc.'s rights and obligations under the Credit Agreement (as hereinafter defined) as provided therein, the "Borrower"), hereby unconditionally promises to pay to _____ (the "Lender") or its registered assigns at the Funding Office specified in the Credit Agreement in Dollars and in immediately available funds, the aggregate unpaid principal amount of all Revolving Loans made by the Lender to the undersigned pursuant to Section 2.4 of the Credit Agreement, which sum shall be payable on the Revolving Termination Date. The Borrower further agrees to pay interest in like money at such office on the unpaid principal amount hereof from time to time outstanding at the rates and on the dates specified in the Credit Agreement.

This Note (a) is one of the Notes issued pursuant to the Credit Agreement, dated as of July 31, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Explorer Investor Corporation, a Delaware corporation, Explorer Merger Sub Corporation, a Delaware corporation, the Borrower, the several banks and other financial institutions or entities from time to time parties thereto, Credit Suisse, Cayman Islands Branch, as administrative agent (in such capacity, the "Administrative Agent") and Collateral Agent, Bank of America, N.A., as Syndication Agent, Lehman Brothers Commercial Bank, C.I.T. Leasing Corporation and Sumitomo Mitsui Banking Corporation, as Documentation Agents, Credit Suisse, as Issuing Lender and Banc of America Securities LLC, Credit Suisse Securities (USA) LLC, Lehman Brothers Inc. and Sumitomo Mitsui Banking Corporation, as Joint Lead Arrangers and Joint Bookrunners, (b) is subject to the provisions of the Credit Agreement, which are hereby incorporated by reference, (c) is subject to optional and mandatory prepayment in whole or in part as provided in the Credit Agreement and (d) is secured and guaranteed as provided in the Loan Documents. Reference is hereby made to the Credit Agreement for a statement of all the terms and conditions under which the Revolving Loans evidenced hereby are made and are to be repaid. In the event of any conflict or inconsistency between the terms of this Note and the terms of the Credit Agreement, to the fullest extent permitted by applicable law, the terms of the Credit Agreement shall govern and be controlling.

Upon the occurrence of any one or more Events of Default, all principal and all accrued interest then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as and to the extent provided in the Credit Agreement. No failure in exercising any rights hereunder or under the other Loan Documents on the part of the Lender shall operate as a waiver of such rights.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, indorser or otherwise, hereby expressly waive, to the fullest extent permitted by applicable law, presentment, demand, protest and all other similar notices or similar requirements.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE CREDIT AGREEMENT, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE REGISTRATION AND OTHER PROVISIONS OF SECTION 10.6 OF THE CREDIT AGREEMENT.

[*Remainder of page intentionally left blank*]

THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF THE BORROWER AND THE LENDER HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

BOOZ ALLEN HAMILTON INC.

By: _____
Name:
Title:

AMENDMENT NO. 1, dated as of December 8, 2009 (this "Amendment"), to the Credit Agreement, dated as of July 31, 2008 (as heretofore amended, the "Existing Credit Agreement"), among BOOZ ALLEN HAMILTON INVESTOR CORPORATION (formerly known as Explorer Investor Corporation), a Delaware corporation ("Holdings"), EXPLORER MERGER SUB CORPORATION, a Delaware corporation (the "Initial Borrower"), BOOZ ALLEN HAMILTON INC., a Delaware corporation into which the Initial Borrower was merged (the "Company" or the "Borrower"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (formerly known as Credit Suisse), as Administrative Agent, Collateral Agent and Issuing Lender, BANK OF AMERICA, N.A., as Syndication Agent, LEHMAN BROTHERS COMMERCIAL BANK, C.I.T. LEASING CORPORATION, and SUMITOMO MITSUI BANKING CORPORATION, as Documentation Agents, and BANC OF AMERICA SECURITIES LLC, CREDIT SUISSE SECURITIES (USA) LLC, LEHMAN BROTHERS INC. and SUMITOMO MITSUI BANKING CORPORATION, as Joint Lead Arrangers and Joint Bookrunners.

WHEREAS, the Tranche C Term Lenders have agreed to make Tranche C Term Loans in an aggregate principal amount of $350,000,000, and the Additional Revolving Lenders have agreed to provide Additional Revolving Commitments in an aggregate amount equal to $145,000,000, in each case on the terms and conditions set forth herein;

WHEREAS, the Borrower has requested certain amendments to the Existing Credit Agreement in connection with the Recapitalization Transactions; and

WHEREAS, the Borrower and the Lenders have agreed to amend and restate the Existing Credit Agreement on the terms and conditions contained herein.

NOW, THEREFORE, the Borrower, the Lenders and the Administrative Agent hereby agree as follows:

ARTICLE 1

Definitions

Section 1.1 Defined Terms. Terms defined in the Amended and Restated Credit Agreement (as defined in Section 2.1 hereof) and used herein shall have the meanings assigned to such terms in the Amended and Restated Credit Agreement, unless otherwise defined herein or the context otherwise requires.

ARTICLE 2

Amendments

Section 2.1 Amended and Restated Credit Agreement. As of the Amendment and Restatement Effective Date (as defined in Section 5.1 hereof), the Existing Credit Agreement is hereby amended and restated in its entirety, in the form attached hereto as Exhibit A (the "Amended and Restated Credit Agreement").

Section 2.2 New Schedule 2.1A. As of the Amendment and Restatement Effective Date, a new Schedule 2.1A is hereby added to the Amended and Restated Credit Agreement, in the form attached hereto as Exhibit B.

Section 2.3 Amendment of Schedule 4.3. As of the Amendment and Restatement Effective Date, Schedule 4.3 to the Existing Credit Agreement is hereby amended and restated in its entirety, in the form attached hereto as Exhibit C.

Section 2.4 New Exhibit J-4. As of the Amendment and Restatement Effective Date, a new Exhibit J-4 is hereby added to the Amended and Restated Credit Agreement, in the form attached hereto as Exhibit D.

Section 2.5 Schedules and Exhibits. Except as set forth in Sections 2.2, 2.3 and 2.4 above, all schedules and exhibits to the Existing Credit Agreement, in the forms thereof immediately prior to the Amendment and Restatement Effective Date, will continue to be schedules and exhibits to the Amended and Restated Credit Agreement.

ARTICLE 3

Tranche C Term Loans and Additional Revolving Commitments

Section 3.1 Tranche C Term Loans. On the Amendment and Restatement Effective Date, the Tranche C Term Lenders will make the Tranche C Term Loans as provided in the Amended and Restated Credit Agreement.

Section 3.2 Additional Revolving Commitments. On the Amendment and Restatement Effective Date, (i) the Revolving Commitment of each Additional Revolving Lender that has an Existing Revolving Commitment shall be automatically and without further action increased by an amount equal to such Additional Revolving Lender's Additional Revolving Commitment and (ii) each Additional Revolving Lender that does not have an Existing Revolving Commitment shall automatically and without further action provide a new Revolving Commitment in an amount equal to such Revolving Lender's Additional Revolving Commitment. To the extent any Revolving Loans are outstanding on the Amendment and Restatement Effective Date, such Revolving Loans shall be prepaid immediately prior to giving effect to the increase in Revolving Commitments on the Amendment and Restatement Effective Date and reborrowed as ABR Loans immediately after giving effect to the increase in Revolving Commitments on the Amendment and Restatement Effective Date, so that such Revolving Loans are held pro rata by the Revolving Lenders after giving effect to such increase. For the avoidance of doubt, such repayment and borrowing of Revolving Loans pursuant to this Section 3.2 shall be subject to Section 2.21, but shall not be subject to the notice and other requirements of Sections 2.5 and 2.11 of the Amended and Restated Credit Agreement.

ARTICLE 4

Consent to Amendment of Mezzanine Loan Agreement

Section 4.1 Consent to Amendment of Mezzanine Loan Agreement. The Lenders hereby consent to Amendment No. 2 to the Mezzanine Loan Agreement, dated as of December 7, 2009, among Holdings, the Borrower, Credit Suisse AG, as administrative agent, and the lenders party thereto.

ARTICLE 5

Miscellaneous

Section 5.1 Conditions to Effectiveness. This Amendment shall become effective as of the date (the "Amendment and Restatement Effective Date") on which:

(a) Amendment. The Administrative Agent shall have received this Amendment, executed and delivered by the Borrower, the Required Lenders, each Tranche C Term Lender and each Additional Revolving Lender;

(b) Acknowledgment and Confirmation. The Administrative Agent shall have received the Acknowledgment and Confirmation, substantially in the form of Exhibit E hereto, executed and delivered by each Guarantor;

(c) Fees. The Borrower shall have paid to the Administrative Agent (i) for distribution to each Lender which executes and delivers to the Administrative Agent (or its designee) a counterpart hereof by 5:00 P.M. (New York City time) on December 8, 2009, a non-refundable cash fee (the "Amendment Fee") in dollars in an amount equal to 10 basis points (0.10%) of the sum of (x) the aggregate principal amount of all Tranche A Term Loans and Tranche B Term Loans of such Lender outstanding on the Amendment and Restatement Effective Date and (y) the amount of such Lender's Existing Revolving Commitment on the Amendment and Restatement Effective Date and (ii) for distribution to each Additional Revolving Lender, a non-refundable cash fee (the "Upfront Fee") in dollars in an amount equal to 150 basis points (1.50%) of such Lender's Additional Revolving Commitment;

(d) Solvency Opinion. The Administrative Agent shall have received a solvency opinion in form and substance and from an independent investment bank or valuation firm reasonably satisfactory to the Administrative Agent to the effect that each of (a) Holdings, the Borrower and the Subsidiary Guarantors, on a consolidated basis, and (b) the Borrower and the Subsidiary Guarantors, on a consolidated basis, in each case after giving effect to the Recapitalization Transactions, are solvent;

(e) Legal Opinions. The Administrative Agent shall have received an executed legal opinion of (i) Debevoise & Plimpton LLP, special New York counsel to the Loan Parties, substantially in the form of Exhibit F-1 and (ii) Morris, Nichols, Arsht & Tunnell LLP, special Delaware counsel to the Loan Parties, substantially in the form of Exhibit F-2;

(f) Closing Certificate. The Administrative Agent shall have received a certificate of the Borrower, dated as of the Amendment and Restatement Effective Date, substantially in the form of Exhibit G, with appropriate insertions and attachments; and

(g) Recapitalization Transactions. The Recapitalization Transactions shall be consummated substantially concurrently with the effectiveness of the Amendment.

Section 5.2 Representations and Warranties; No Defaults. In order to induce the Lenders to enter into this Amendment and to make the Tranche C Term Loans, the Borrower hereby represents and warrants that:

(a) no Default or Event of Default exists as of the Amendment and Restatement Effective Date, both immediately before and immediately after giving effect to this Amendment and the borrowing of the Tranche C Term Loans; and

(b) all of the representations and warranties contained in the Amended and Restated Credit Agreement and in the other Loan Documents are true and correct in all material respects on the Amendment and Restatement Effective Date, both immediately before and immediately after giving effect to this Amendment and the borrowing of the Tranche C Term Loans, with the same effect as though such representations and warranties had been made on and as of the Amendment and Restatement Effective Date (unless such representation or warranty relates to a specific date, in which case such representation or warranty shall be true and correct in all material respects as of such specific date).

Section 5.3 Security. The Borrower acknowledges that (i) the Tranche C Term Loans and any Revolving Loans and Reimbursement Obligations in respect of Additional Revolving Commitments constitute Borrower Obligations (as defined in the Guarantee and Collateral Agreement), (ii) the Guarantee and Collateral Agreement shall continue to be in full force and effect and (iii) all Liens granted by the Borrower as security for the Borrower Obligations pursuant to the Guarantee and Collateral Agreement continue in full force and effect.

Section 5.4 Severability. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 5.5 Continuing Effect; No Other Waivers or Amendments. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Lenders, the Administrative Agent or the Loan Parties under the Amended and Restated Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Amended and Restated Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle any Loan Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Amended and Restated Credit Agreement or any other Loan Document in similar or different circumstances. After the Amendment and Restatement Effective Date, any reference in any Loan Document to the Credit Agreement shall mean the Amended and Restated Credit Agreement.

Section 5.6 Counterparts. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Amendment by facsimile or electronic (i.e. “pdf”) transmission shall be effective as delivery of a manually executed counterpart hereof.

Section 5.7 Payment of Fees and Expenses. The Borrower agrees to pay or reimburse the Administrative Agent for all of its reasonable and documented out-of-pocket costs and expenses incurred in connection with this Amendment including, without limitation, the reasonable fees and disbursements and other charges of Cravath, Swaine & Moore LLP, counsel to the Administrative Agent.

Section 5.8 GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date first above written.

BOOZ ALLEN HAMILTON INC.

By: /s/ CG Appleby
Name: CG Appleby
Title: Secretary

BOOZ ALLEN HAMILTON INVESTOR CORPORATION

By: /s/ Samuel Strickland
Name: Samuel Strickland
Title: Chief Financial Officer

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Administrative Agent, Collateral Agent, Issuing
Lender and Swingline Lender

By: /s/ John D. Toronto
Name: John D. Toronto
Title: Director

By: /s/ Vipul Dhadda
Name: Vipul Dhadda
Title: Associate

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

BANK OF AMERICA, N.A.

By: /s/ David H. Strickert
Name: David H. Strickert
Title: Senior Vice President

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

CIT Bank

By: /s/ Daniel Burnett
Name: Daniel Burnett
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

CREDIT SUISSE AG,
CAYMAN ISLANDS BRANCH

By: /s/ John D. Toronto
Name: John D. Toronto
Title: Director

By: /s/ Vipul Dhadda *
Name: Vipul Dhadda
Title: Associate

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Sumitomo Mitsui Banking Corporation

By: /s/ William M. Ginn
Name: William M. Ginn
Title: Executive Officer

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Morgan Stanley Bank, N.A.

By: /s/ Peter Zippelius
Name: Peter Zippelius
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

GOLDMAN SACHS CREDIT PARTNERS L.P.

By: /s/ Alexis Maged
Name: Alexis Maged
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Barclays Bank PLC

By: /s/ Craig Malley
Name: Craig Malley
Title: Director

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

THE BANK OF NOVA SCOTIA

By: /s/ David Mahmood
Name: David Mahmood
Title: Managing Director

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Carlyle Credit Partners Financing I, Ltd.

By: /s/ Linda Pace
Name: Linda Pace
Title: Managing Director

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Carlyle High Yield Partners 2008-1, Ltd.

By: /s/ Linda Pace
Name: Linda Pace
Title: Managing Director

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Carlyle High Yield Partners VI, Ltd.

By: /s/ Linda Pace
Name: Linda Pace
Title: Managing Director

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Carlyle High Yield Partners VII, Ltd.

By: /s/ Linda Pace
Name: Linda Pace
Title: Managing Director

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Carlyle High Yield Partners VIII, Ltd.

By: /s/ Linda Pace
Name: Linda Pace
Title: Managing Director

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Carlyle High Yield Partners IX, Ltd.

By: /s/ Linda Pace
Name: Linda Pace
Title: Managing Director

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Carlyle High Yield Partners X, Ltd.

By: /s/ Linda Pace
Name: Linda Pace
Title: Managing Director

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Deutsche Bank AG New York Branch
By: DB Services New Jersey, Inc.

By: /s/ Edward Schaffer
Name: Edward Schaffer
Title: Vice President

By: /s/ Deirdre D. Cesario *
Name: Deirdre D. Cesario
Title: Assistant Vice President

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

FORTRESS CREDIT INVESTMENTS I LTD.

By: /s/ Glenn P. Cummins
Name: Glenn P. Cummins
Title: Director

FORTRESS CREDIT INVESTMENTS II LTD.

By: /s/ Glenn P. Cummins
Name: Glenn P. Cummins
Title: Director

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

FORTRESS CREDIT OPPORTUNITIES I LP

By: Fortress Credit Opportunities I GP LLC, its general partner

By: /s/ Glenn P. Cummins
Name: Glenn P. Cummins
Title: Chief Financial Officer

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

FORTRESS CREDIT INVESTMENTS I LTD.

By: /s/ Glenn P. Cummins
Name: Glenn P. Cummins
Title: Director

FORTRESS CREDIT INVESTMENTS II LTD.

By: /s/ Glenn P. Cummins
Name: Glenn P. Cummins
Title: Director

LENDERS:

By signing below, you have indicated your consent to the Second Amendment

Name of Institution:

FORTRESS CREDIT OPPORTUNITIES I LP

By: Fortress Credit Opportunities I GP LLC, its general partner

By: /s/ Glenn P. Cummins
Name: Glenn P. Cummins
Title: Chief Financial Officer

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

MAGNOLIA FUNDING

By: /s/ Irfan Ahmed
Name: Irfan Ahmed
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

LANDMARK VIII CLO LTD.

By Aladdin Capital Management LLC as Manager

By: /s/ Christine M. Barto
Name: Christine M. Barto
Title: Authorized Signatory

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

LANDMARK IX CDO LTD.

By Aladdin Capital Management LLC as Manager

By: /s/ Christine M. Barto
Name: Christine M. Barto
Title: Authorized Signatory

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Aladdin Flexible Investment Fund SPC Series 2008-2

By: /s/ Christine M. Barto
Name: Christine M. Barto
Title: Authorized Signatory

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Prospero CLO II B.V.

By: /s/ Ronald M. Grobeck
Name: Ronald M. Grobeck
Title: Managing Director

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Veritas CLO I, LTD

By: /s/ Ronald M. Grobeck
Name: Ronald M. Grobeck
Title: Managing Director

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Veritas CLO II, LTD

By: /s/ Ronald M. Grobeck
Name: Ronald M. Grobeck
Title: Managing Director

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

ACAS CLO 2007-1, Ltd.,

By: American Capital Asset Management, LLC as Portfolio Manager

By: /s/ Mark Pelletier
Name: Mark Pelletier
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

FULTON FUNDING

By: /s/ Irfan Ahmed
Name: Irfan Ahmed
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

GLARKE FUNDING

By: /s/ Irfan Ahmed
Name: Irfan Ahmed
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Ares IIR CLO Ltd.

By: Ares CLO Management IIR, L.P.,
Investment Manager

By: Ares CLO GP IIR, LLC,
Its General Partner

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

* For institutions requiring two signature blocks.

ARES IIIR/IVR CLO LTD.

By: ARES CLO MANAGEMENT IIIR/IVR, L.P.

By: ARES CLO GP IIIR/IVR, LLC, ITS GENERAL PARTNER

By: ARES MANAGEMENT LLC, ITS MANAGER

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

Ares VR CLO Ltd.

By: Ares CLO Management VR, L.P.,
Investment Manager

By: Ares CLO GP VR, LLC,
Its General Partner

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

* For institutions requiring two signature blocks.

Ares VIR CLO Ltd.

By: Ares CLO Management VIR, L.P.,
Investment Manager

By: Ares CLO GP VIR, LLC,
Its General Partner

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

Ares VIII CLO Ltd.

By: Ares CLO Management VIII, L.P.,
Investment Manager

By: Ares CLO GP VIII, LLC,
Its General Partner

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

* For institutions requiring two signature blocks.

Ares IX CLO Ltd.

By: Ares CLO Management IX, L.P.,
Investment Manager

By: Ares CLO GP IX, LLC,
Its General Partner

By: Ares Management LLC,
Its Managing Member

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

Ares X CLO Ltd.

By: Ares CLO Management X, L.P.,
Investment Manager

By: Ares CLO GP X, LLC,
Its General Partner

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

* For institutions requiring two signature blocks.

ARES XI CLO Ltd.

By: ARES CLO MANAGEMENT XI, L.P.

By: ARES CLO GP XI, LLC, ITS GENERAL PARTNER

By: ARES MANAGEMENT LLC, ITS MANAGER

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

ARES XII CLO LTD.

By: ARES CLO MANAGEMENT XII, L.P.

By: ARES CLO GP XII, LLC, ITS GENERAL PARTNER

By: ARES MANAGEMENT LLC, ITS MANAGER

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

* For institutions requiring two signature blocks.

CONFLUENT 2 LIMITED

By: Ares Private Account Management I, L.P., as Sub-Manager

By: Ares Private Account Management I GP, LLC, as General Partner

By: Ares Management LLC, as Manager

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

ARES ENHANCED CREDIT OPPORTUNITIES FUND LTD.

By: Ares Enhanced Credit Opportunities Fund Management, L.P.,

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

* For institutions requiring two signature blocks.

ARES ENHANCED LOAN INVESTMENT STRATEGY IR LTD.

By: ARES ENHANCED LOAN MANAGEMENT IR, L.P., as Portfolio Manager

By: Ares Enhanced Loan IR GP, LLC, as its General Partner

By: Ares Management LLC, as its Manager

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

ARES ENHANCED LOAN INVESTMENT STRATEGY II, LTD.

By: Ares Enhanced Loan Management II, L.P.,
Investment Manager

By: Ares Enhanced Loan GP II, LLC
Its General Partner

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

* For institutions requiring two signature blocks.

ARES ENHANCED LOAN INVESTMENT STRATEGY III, LTD.

By: ARES ENHANCED LOAN MANAGEMENT III, L.P.

By: ARES ENHANCED LOAN III GP, LLC, ITS GENERAL PARTNER

By: ARES MANAGEMENT LLC, ITS MANAGER

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

FUTURE FUND BOARD OF GUARDIANS

By: Ares Enhanced Loan Investment Strategy Advisor IV, L.P., its investment manager

By: Ares Enhanced Loan Investment Strategy Advisor IV GP, LLC, its general partner

By: Ares Management LLC, its managing member

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

* For institutions requiring two signature blocks.

Global Loan Opportunity Fund B.V.

By: Ares Management Limited, its Portfolio Manager

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

Ares Institutional Loan Fund B.V.

By: Ares Management Limited, its investment advisor

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

* For institutions requiring two signature blocks.

SEI INSTITUTIONAL INVESTMENTS TRUST ENHANCED LIBOR OPPORTUNITIES FUND

By: Ares Management LLC, as Portfolio Manager

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

SEI INSTITUTIONAL MANAGED TRUST ENHANCED INCOME FUND

By: Ares Management LLC, as Portfolio Manager

By: /s/ Americo Cascella
Name: Americo Cascella
Title: Authorized Signatory

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

ARCC Commercial Loan Trust 2006

By: /s/ Mitchell Goldstein
Name: Mitchell Goldstein
Title: Authorized Signatory

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Ivy Hill Middle Market Credit Fund, Ltd.

By: /s/ Ryan Cascade
Name: Ryan Cascade
Title: Duly Authorized Signatory

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

OREGON PUBLIC EMPLOYEES RETIREMENT FUND

By: /s/ Mark Casanova
Name: Mark Casanova
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

ARTUS LOAN FUND 2007-I, LTD.
BABSON CLO LTD. 2004-II
BABSON CLO LTD. 2005-I
BABSON CLO LTD. 2005-II
BABSON CLO LTD. 2005-III
BABSON CLO LTD. 2006-I
BABSON CLO LTD. 2006-II
BABSON CLO LTD. 2007-I
BABSON CLO LTD. 2008-I
BABSON CLO LTD. 2008-II
BABSON LOAN OPPORTUNITY CLO LTD.
OSPREY CDO 2006-1 LTD.
SAPPHIRE VALLEY CDO I, LTD.
SUFFIELD CLO, LIMITED
By: Babson Capital Management LLC as Collateral Manager

By: /s/ Kenneth M. Gacevich
Name: Kenneth M. Gacevich
Title: Managing Director

BABSON CAPITAL LOAN PARTNERS I, L.P.
By: Babson Capital Management LLC as Investment Manager

By: /s/ Kenneth M. Gacevich
Name: Kenneth M. Gacevich
Title: Managing Director

HOLLY INVESTMENT CORPORATION
By: Babson Capital Management LLC as Investment Manager

By: /s/ Kenneth M. Gacevich
Name: Kenneth M. Gacevich
Title: Managing Director

OLYMPIC PARK, LTD.
By: Babson Capital Management LLC as
Investment Manager

By: /s/ Kenneth M. Gacevich
Name: Kenneth M. Gacevich
Title: Managing Director

VINACASA CLO, LTD.
By: Babson Capital Management LLC as
Collateral Servicer

By: /s/ Kenneth M. Gacevich
Name: Kenneth M. Gacevich
Title: Managing Director

XELO VII LIMITED
By: Babson Capital Management LLC as Sub-Adviser

By: /s/ Kenneth M. Gacevich
Name: Kenneth M. Gacevich
Title: Managing Director

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

SWISS CAPITAL PRO LOAN LIMITED
For and on Behalf of BNY Mellon Trust company (Ireland) Limited under power of attorney

By: /s/ Jason Harewood
Name: Jason Harewood
Title: Director

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:
Bank of Montreal

By: /s/ Peter Konigsmann
Name: Peter Konigsmann
Title: Director

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Ariel Reinsurance Company Ltd.
BlackRock Credit Investors Master Fund, L.P.
BlackRock Floating Rate Income Trust
BlackRock Defined Opportunity Credit Trust
BlackRock Fixed Income Value Opportunities Trust
The Broad Institute, Inc
Master Senior Floating Rate LLC
Missouri State Employees' Retirement System
Senior Loan Portfolio
BlackRock Senior Floating Rate Portfolio
BlackRock Senior Income Series
BlackRock Senior Income Series IV
BlackRock Senior Income Series V Limited
Magnetite V CLO, Limited

By: /s/ Ann Marie Smith
Name: Ann Marie Smith
Title: Authorized Signatory

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

BCI 1 LOAN FUNDNG LLC

By: /s/ Lynette Skrehot
Name: Lynette Skrehot
Title: Director

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

LAFAYETTE SQUARE CDO LTD.
By: Blackstone Debt Advisors L.P.
as Collateral Manager

By: /s/ Dean T. Criares
Name: Dean T. Criares
Title: Authorized Signatory

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

INWOOD PARK CDO LTD.
By: Blackstone Debt Advisors L.P.
as Collateral Manager

By: /s/ Dean T. Criares
Name: Dean T. Criares
Title: Authorized Signatory

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

MONUMENT PARK CDO LTD.
By: Blackstone Debt Advisors L.P.
as Collateral Manager

By: /s/ Dean T. Criares
Name: Dean T. Criares
Title: Authorized Signatory

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

LOAN FUNDING VI LLC,
for itself or as agent for Corporate Loan Funding VI LLC

By: /s/ Dean T. Criares
Name: Dean T. Criares
Title: Authorized Signatory

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

RIVERSIDE PARK CLO LTD.
By: GSO / Blackstone Debt Funds Management LLC
as Collateral Manager

By: /s/ Lee M. Shaiman
Name: Lee M. Shaiman
Title: Authorized Signatory

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

CHELSEA PARK CLO LTD.
By: GSO / Blackston Debt Funds Management LLC
as Collateral Manager

By: /s/ Lee M. Shaiman
Name: Lee M. Shaiman
Title: Authorized Signatory

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

GALE FORCE 4 CLO, LTD.
By: GSO / Blackstone Debt Funds Management LLC
as Collateral Manager

By: /s/ Lee M. Shaiman
Name: Lee M. Shaiman
Title: Authorized Signatory

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

GALE FORCE 3 CLO, LTD.
By: GSO / Blackstone Debt Funds Management LLC
as Collateral Manager

By: /s/ Lee M. Shaiman
Name: Lee M. Shaiman
Title: Authorized Signatory

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

GALE FORCE 2 CLO, LTD.
By GSO / Blackstone Debt Funds Management LLC
as Collateral Manager

By: /s/ Lee M. Shaiman
Name: Lee M. Shaiman
Title: Authorized Signatory

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Sunsuper Pooled Superannuation Trust
By: GSO Capital Partners LP, its Investment Manager

By: /s/ Lee M. Shaiman
Name: Lee M. Shaiman
Title: Authorized Signatory

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Sun Life Assurance Company of Canada (US)
By: GSO CP Holdings LP as Sub-Advisor

By: /s/ Lee M. Shaiman
Name: Lee M. Shaiman
Title: Authorized Signatory

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

HUDSON STRAITS CLO 2004, LTD.
By: GSO / Blackstone Debt Funds Management LLC as Collateral Manager

By: /s/ Lee M. Shaiman
Name: Lee M. Shaiman
Title: Authorized Signatory

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

FRIEDBERGMILSTEIN PRIVATE CAPITAL FUND I
By: GSO / Blackstone Debt Funds Management LLC as Subadviser to FriedbergMilstein LLC

By: /s/ Lee M. Shaiman
Name: Lee M. Shaiman
Title: Authorized Signatory

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

TRIBECA PARK CLO LTD.
By: GSO / Blackstone Debt Funds Management LLC
as Collateral Manager

By: /s/ Lee M. Shaiman
Name: Lee M. Shaiman
Title: Authorized Signatory

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Citron Investment Corporation
By GSO Capital Partners LP as Manager

By: /s/ Lee M. Shaiman
Name: Lee M. Shaiman
Title: Authorized Signatory

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

CIM VI, L.L.C.
By GSO Capital Partners LP as Manager

By: /s/ Lee M. Shaiman
Name: Lee M. Shaiman
Title: Authorized Signatory

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

GSO Co-Investment Partners, LLC
By GSO Capital Partners LP as Manager

By: /s/ Lee M. Shaiman
Name: Lee M. Shaiman
Title: Authorized Signatory

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

BLT 18 LLC

By: /s/ Douglas DiBella
Name: Douglas DiBella
Title: Authorized Signatory

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

CapitalSource Bank

By: /s/ Robert Dailey
Name: Robert Dailey
Title: Banking Officer

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Churchill Financial Cayman Ltd,
by: Churchill Financial LLC, as its Collateral Manager

By: /s/ David Montague
Name: David Montague
Title: Vice President

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Main Street Capital Corporation

By: /s/ Rodger Stout
Name: Rodger Stout
Title: Senior Vice President & Treasurer

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Cratos CLO I Ltd.
As a Lender
By: Cratos CDO Management, LLC
As Attorney-in-Fact

By: Cratos Capital Partners, LLC
Its Manager Ron Banks

/s/ Ron Banks
Name: Ron Banks
Title: Managing Director

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Atrium II

By: /s/ David H. Lerner
Name: David H. Lerner
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Atrium IV

By: /s/ David H. Lerner
Name: David H. Lerner
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Atrium V
By: Credit Suisse Alternative Capital, Inc., as collateral manager

By: /s/ David H. Lerner
Name: David H. Lerner
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

CSAM Funding IV

By: /s/ David H. Lerner
Name: David H. Lerner
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Credit Suisse Syndicated Loan Fund
By: Credit Suisse Alternative Capital, Inc., as Agent (Subadvisor) for Credit Suisse Asset Management (Australia) Limited, the Responsible Entity for Credit Suisse Syndicated Loan Fund

By: /s/ David H. Lerner
Name: David H. Lerner
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Madison Park Funding I, Ltd,

By: /s/ David H. Lerner
Name: David H. Lerner
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Madison Park Funding II Ltd,
By Credit Suisse Alternative Capital,
Inc. as collateral manager

By: /s/ David H. Lerner
Name: David H. Lerner
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Castle Garden Funding

By: /s/ David H. Lerner
Name: David H. Lerner
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

GoldenTree Capital Opportunities, LP
By: GoldenTree Asset Management, LP

By: /s/ Karen Weber
Name: Karen Weber
Title: Director — Bank Debt

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

GoldenTree Loan Opportunities III, Limited
By: GoldenTree Asset Management, LP

By: /s/ Karen Weber
Name: Karen Weber
Title: Director — Bank Debt

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

GoldenTree Loan Opportunities IV, Limited
By: GoldenTree Asset Management, LP

By: /s/ Karen Weber
Name: Karen Weber
Title: Director — Bank Debt

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

GoldenTree Loan Opportunities V, Limited
By: GoldenTree Asset Management, LP

By: /s/ Karen Weber
Name: Karen Weber
Title: Director — Bank Debt

LENDERS:

By signing below, you have indicated your consent to the Amendment

LINCOLN S.A.R.L. SOCIETE A RESPONSABILITE LIMITEE,

By: Highbridge Leveraged Loan Partners Master Fund, L.P. as Portfolio Manager

By: Highbridge Capital Management, LLC as Trading Manager

By: /s/ Marc Creatore
Name: Marc Creatore
Title: Director of Operations

LENDERS:

By signing below, you have indicated your consent to the Amendment

ALZETTE EUROPEAN CLO S.A.
By: INVESCO Senior Secured Management, Inc.
As Collateral Manager

By: /s/ Thomas Ewald
Name: Thomas Ewald
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

AVALON CAPITAL LTD. 3
By: INVESCO Senior Secured Management, Inc.
As Asset Manager

By: /s/ Thomas Ewald
Name: Thomas Ewald
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

CHAMPLAIN CLO, LTD.
By: INVESCO Senior Secured Management, Inc.
As Collateral Manager

By: /s/ Thomas Ewald
Name: Thomas Ewald
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

CHARTER VIEW PORTFOLIO
By: INVESCO Senior Secured Management Inc.
As Investment Advisor

By: /s/ Thomas Ewald
Name: Thomas Ewald
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

DIVERSIFIED CREDIT PORTFOLIO LTD.
By: INVESCO Senior Secured Management, Inc.
as Investment Adviser

By: /s/ Thomas Ewald
Name: Thomas Ewald
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

HUDSON CANYON FUNDING II, LTD
By: INVESCO Senior Secured Management, Inc.
As Collateral Manager & Attorney InFact

By: /s/ Thomas Ewald
Name: Thomas Ewald
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

LIMEROCK CLO I
By: INVESCO Senior Secured Management, Inc.
As Investment Manager

By: /s/ Thomas Ewald
Name: Thomas Ewald
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

MOSELLE CLO S.A.
By: INVESCO Senior Secured Management, Inc.
As Collateral Manager

By: /s/ Thomas Ewald
Name: Thomas Ewald
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

NAUTIQUE FUNDING LTD.
By: INVESCO Senior Secured Management, Inc.
As Collateral Manager

By: /s/ Thomas Ewald
Name: Thomas Ewald
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

SAGAMORE CLO LTD.
By: INVESCO Senior Secured Management, Inc.
As Collateral Manager

By: /s/ Thomas Ewald
Name: Thomas Ewald
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

SARATOGA CLO I, LIMITED
By: INVESCO Senior Secured Management, Inc.
As the Asset Manager

By: /s/ Thomas Ewald
Name: Thomas Ewald
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

WASATCH CLO LTD
By: INVESCO Senior Secured Management, Inc.
As Portfolio Manager

By: /s/ Thomas Ewald
Name: Thomas Ewald
Title: Authorized Signatory

By: _____
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

CELTS CLO 2007-1 LTD
By: INVESCO Senior Secured Management, Inc.
As Portfolio Manager

By: /s/ Thomas Ewald
Name: Thomas Ewald
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Grand Central Asset Trust, Cameron I Series

By: /s/ Patrick W. Reichart
Name: Patrick W. Reichart
Title: Attorney In Fact

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Venture VIII CDO, Limited
By its investment advisor,
MJX Asset Management LLC

By: /s/ Martin Davey
Name: Martin Davey
Title: Managing Director

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Morgan Stanley Investment Management Garda B.V.
By: Morgan Stanley Investment Management Limited as Collateral Manager

By: /s/ Robert Drobny
Name: Robert Drobny
Title: Executive Director

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Morgan Stanley Investment Management Coniston B.V.
By: Morgan Stanley Investment Management Limited as Collateral Manager

By: /s/ Robert Drobny
Name: Robert Drobny
Title: Executive Director

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Morgan Stanley Investment Management Mezzano B.V.
Signed By: Morgan Stanley Investment Management Limited as Collateral Manager

By: /s/ Robert Drobny
Name: Robert Drobny
Title: Executive Director

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Zodiac Fund — Morgan Stanley US Senior Loan Fund

By: Morgan Stanley Investment Management Inc. as Investment Manager

By: /s/ Robert Drobny
Name: Robert Drobny
Title: Executive Director

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

VAN KAMPEN
SENIOR INCOME TRUST
By: Van Kampen Asset Management

By: /s/ Robert Drobny
Name: Robert Drobny
Title: Executive Director

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

VAN KAMPEN
SENIOR LOAN FUND
By: Van Kampen Asset Management

By: /s/ Robert Drobny
Name: Robert Drobny
Title: Executive Director

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

QUALCOMM Global Trading, lnc.

By: Morgan Stanley Investment Management Inc. as Investment Manager

By: /s/ Robert Drobny
Name: Robert Drobny
Title: Executive Director

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Morgan Stanley Prime Income Trust

By: /s/ Robert Drobny
Name: Robert Drobny
Title: Executive Director

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

MSIM Peconic Bay, Ltd.
By: Morgan Stanley Investment Management Inc. as Collateral Manager

By: /s/ Robert Drobny
Name: Robert Drobny
Title: Executive Director

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

NATIXIS

By: /s/ Edward N. Parkes IV
Name: Edward N. Parkes IV
Title: Director

By: /s/ Harold Birk
Name: Harold Birk
Title: Managing Director

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Natixis COF I, LLC

By: /s/ Ray Meyer
Name: Ray Meyer
Title: Director

By: /s/ Patrick Owens
Name: Patrick Owens
Title: Managing Director

By signing below, you have indicated your Consent to the Amendment

Oaktree Senior Loan Fund L.P.
By: Oaktree Senior Loan fund GP, L.P.
Its: General Partner

By: Oaktree Fund GP II, L.P.
Its: General Partner

/s/ Desmund Shirazi
Name: Desmund Shirazi
Title: Authorized Signatory

/s/ William Melanson
Name: William Melanson
Title: Vice President

By signing below, you have indicated your Consent to the Amendment

Oaktree TT Multi-Strategy Fund, L.P.
By: Oaktree TT Multi-Strategy Fund GP, L.P.
Its: General Partner

By: Oaktree Fund GP, LLC
Its: General Partner

By: Oaktree Fund 1, L.P.
Its: Managing Member

/s/ Desmund Shirazi
Name: Desmund Shirazi
Title: Authorized Signatory

/s/ William Melanson
Name: William Melanson
Title: Vice President

By signing below, you have indicated your Consent to the Amendment

The Public Education Employee Retirement System of Missouri

By: Oaktree Capital Management, L.P.
Its: Investment Manager

/s/ Desmund Shirazi
Name: Desmund Shirazi
Title: Authorized Signatory

/s/ William Melanson
Name: William Melanson
Title Vice President

By signing below, you have indicated your Consent to the Amendment

The Public School Retirement System of Missouri

By: Oaktree Capital Management, L.P.
Its: Investment Manager

/s/ Desmund Shirazi
Name: Desmund Shirazi
Title: Authorized Signatory

/s/ William Melanson
Name: William Melanson
Title Vice President

By signing below, you have indicated your Consent to the Amendment

The Delaware Public Employees' Retirement System

By: Oaktree Capital Management, L.P.
Its: Investment Manager

/s/ Desmund Shirazi
Name: Desmund Shirazi
Title: Authorized Signatory

/s/ William Melanson
Name: William Melanson
Title Vice President

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Oppenheimer Master Loan Fund, LLC

By: /s/ Jeff Schwartz
Name: Jeff Schwartz
Title: Assistant Vice President

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

COMSTOCK FUNDING LTD.
By: Silvermine Capital Management LLC
As Investment Manager

By: /s/ Jonathan J. Marks
Name: Jonathan J. Marks
Title: Principal
Silvermine Capital Management, LLC

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

GREENS CREEK FUNDING LTD.
By: Silvermine Capital Management, LLC as Investment Manager

By: /s/ Jonathan J. Marks
Name: Jonathan J. Marks
Title: Principal
Silvermine Capital Management, LLC

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:
CANNINGTON FUNDING LTD.
By: Silvermine Capital Management, LLC
as Investment Manager

By: /s/ Jonathan J. Marks
Name: Jonathan J. Marks
Title: Principal
Silvermine Capital Management, LLC

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

ECP CLO 2008-1, LTD
Silvermine Capital Management LLC
As Portfolio Manager

By: /s/ Jonathan J. Marks
Name: Jonathan J. Marks
Title: Principal
Silvermine Capital Management, LLC

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Cornerstone CLO Ltd.
By Stone Tower Debt Advisors LLC,
As its Collateral Manager

By: /s/ Michael W. DelPercio
Name: Michael W. DelPercio
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Granite Ventures II Ltd.
By Stone Tower Debt Advisors LLC,
As its Collateral Manager

By: /s/ Michael W. DelPercio
Name: Michael W. DelPercio
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Granite Ventures III Ltd.
By Stone Tower Debt Advisors LLC,
As its Collateral Manager

By: /s/ Michael W. DelPercio
Name: Michael W. DelPercio
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Rampart CLO 2007 Ltd.
By Stone Tower Debt Advisors LLC,
As its Collateral Manager

By: /s/ Michael W. DelPercio
Name: Michael W. DelPercio
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Rampart CLO 2006-1 Ltd.
By Stone Tower Debt Advisors LLC,
As its Collateral Manager

By: /s/ Michael W. DelPercio
Name: Michael W. DelPercio
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Stone Tower CLO III Ltd.
By Stone Tower Debt Advisors LLC,
As its Collateral Manager

By: /s/ Michael W. DelPercio
Name: Michael W. DelPercio
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Stone Tower CLO IV Ltd.
By Stone Tower Debt Advisors LLC,
As its Collateral Manager

By: /s/ Michael W. DelPercio
Name: Michael W. DelPercio
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Stone Tower CLO V Ltd.
By Stone Tower Debt Advisors LLC,
As its Collateral Manager

By: /s/ Michael W. DelPercio
Name: Michael W. DelPercio
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Stone Tower CLO VI Ltd.
By Stone Tower Debt Advisors LLC,
As its Collateral Manager

By: /s/ Michael W. DelPercio
Name: Michael W. DelPercio
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Stone Tower CLO VII Ltd.
By Stone Tower Debt Advisors LLC,
As its Collateral Manager

By: /s/ Michael W. DelPercio
Name: Michael W. DelPercio
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

Name of Institution:

Stone Tower Credit Funding I Ltd.
By Stone Tower Fund Management LLC,
As its Collateral Manager

By: /s/ Michael W. DelPercio,
Name: Michael W. DelPercio,
Title: Authorized Signatory

By: _____ *
Name:
Title:

* For institutions requiring two signature blocks.

LENDERS:

By signing below, you have indicated your consent to the Amendment

WEST BEND MUTUAL INSURANCE COMPANY
By: TCW Asset Management Company, as its Investment Advisor

By: /s/ Edison Hwang
Name: Edison Hwang
Title: Vice President

By: /s/ Gil Tollinchi
Name: Gil Tollinchi
Title: Senior Vice President

LENDERS:

By signing below, you have indicated your consent to the Amendment

CELERITY CLO LTD.
By: TCW Asset Management Company,
as Agent

By: /s/ Edison Hwang
Name: Edison Hwang
Title: Vice President

By: /s/ Gil Tollinchi
Name: Gil Tollinchi
Title: Senior Vice President

LENDERS:

By signing below, you have indicated your consent to the Amendment

FARAKER INVESTMENT PTE LTD.
By: TCW Asset Management Company,
as Manager

By: /s/ Edison Hwang
Name: Edison Hwang
Title: Vice President

By: /s/ Gil Tollinchi
Name: Gil Tollinchi
Title: Senior Vice President

LENDERS:

By signing below, you have indicated your consent to the Amendment

FIRST 2004-I CLO, LTD.
By: TCW Asset Management Company,
its Collateral Manager

By: /s/ Edison Hwang
Name: Edison Hwang
Title: Vice President

By: /s/ Gil Tollinchi
Name: Gil Tollinchi
Title: Senior Vice President

LENDERS:

By signing below, you have indicated your consent to the Amendment

FIRST 2004-II CLO, LTD.
By: TCW Asset Management Company,
as its Collateral Manager

By: /s/ Edison Hwang
Name: Edison Hwang
Title: Vice President

By: /s/ Gil Tollinchi
Name: Gil Tollinchi
Title: Senior Vice President

LENDERS:

By signing below, you have indicated your consent to the Amendment

ILLINOIS STATE BOARD OF INVESTMENT
By: TCW Asset Management Company,
as its Investment Advisor

By: /s/ Edison Hwang
Name: Edison Hwang
Title: Vice President

By: /s/ Gil Tollinchi
Name: Gil Tollinchi
Title: Senior Vice President

LENDERS:

By signing below, you have indicated your consent to the Amendment

MOMENTUM CAPITAL FUND, LTD.
By: TCW Asset Management Company
as its Portfolio Manager

By: /s/ Edison Hwang
Name: Edison Hwang
Title: Vice President

By: /s/ Gil Tollinchi
Name: Gil Tollinchi
Title: Senior Vice President

LENDERS:

By signing below, you have indicated your consent to the Amendment

PARK AVENUE LOAN TRUST
By: TCW Asset Management Company,
as Agent

By: /s/ Edison Hwang
Name: Edison Hwang
Title: Vice President

By: /s/ Gil Tollinchi
Name: Gil Tollinchi
Title: Senior Vice President

LENDERS:

By signing below, you have indicated your consent to the Amendment

RGA Reinsurance Company
By: TCW Asset Management Company
as its Investment Advisor

By: /s/ Edison Hwang
Name: Edison Hwang
Title: Vice President

By: /s/ Gil Tollinchi
Name: Gil Tollinchi
Title: Senior Vice President

LENDERS:

By signing below, you have indicated your consent to the Amendment

TCW Credit Opportunities Fund, L.P.
By: TCW Asset Management Company
as Manager

By: /s/ Edison Hwang
Name: Edison Hwang
Title: Vice President

By: /s/ Gil Tollinchi
Name: Gil Tollinchi
Title: Senior Vice President

LENDERS:

By signing below, you have indicated your consent to the Amendment

TCW Senior Secured Floating Rate Loan Fund, L.P.
By: TCW Asset Management Company as its Investment

By: /s/ Edison Hwang
Name: Edison Hwang
Title: Vice President

By: /s/ Gil Tollinchi
Name: Gil Tollinchi
Title: Senior Vice President

LENDERS:

By signing below, you have indicated your consent to the Amendment

TCW Senior Secured Loan Fund, LP
By: TCW Asset Management Company, as its Investment Advisor

By: /s/ Edison Hwang
Name: Edison Hwang
Title: Vice President

By: /s/ Gil Tollinchi
Name: Gil Tollinchi
Title: Senior Vice President

LENDERS:

By signing below, you have indicated your consent to the Amendment

VELOCITY CLO LTD.
By: TCW Asset Management Company,
as Collateral Manager

By: /s/ Edison Hwang
Name: Edison Hwang
Title: Vice President

By: /s/ Gil Tollinchi
Name: Gil Tollinchi
Title: Senior Vice President

LENDERS:

By signing below, you have indicated your consent to the Amendment

VITESSE CLO LTD.
By: TCW Asset Management Company as its Portfolio Manager

By: /s/ Edison Hwang
Name: Edison Hwang
Title: Vice President

By: /s/ Gil Tollinchi
Name: Gil Tollinchi
Title: Senior Vice President

Exhibit A to
Amendment:
EXECUTION VERSION

$1,305,000,000

CREDIT AGREEMENT

among

BOOZ ALLEN HAMILTON INVESTOR CORPORATION
(f/k/a EXPLORER INVESTOR CORPORATION),

BOOZ ALLEN HAMILTON INC.,
as the Borrower,

The Several Lenders from Time to Time Parties Hereto,

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
(f/k/a CREDIT SUISSE)
as Administrative Agent and Collateral Agent,

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
(f/k/a CREDIT SUISSE)
as Issuing Lender,

BANC OF AMERICA SECURITIES LLC,

and

CREDIT SUISSE SECURITIES (USA) LLC,
as Joint Lead Arrangers,

and

BANC OF AMERICA SECURITIES LLC,

CREDIT SUISSE SECURITIES (USA) LLC,

BARCLAYS CAPITAL,

GOLDMAN SACHS CREDIT PARTNERS L.P.,

and

MORGAN STANLEY SENIOR FUNDING, INC.,
as Joint Bookrunners

and

SUMITOMO MITSUI BANKING CORPORATION,
as Co-Manager

Dated as of July 31, 2008

and
Amended and Restated as of December 11, 2009

TABLE OF CONTENTS

SCHEDULES:

EXHIBITS:

CREDIT AGREEMENT, dated as of July 31, 2008 and amended and restated as of December 11, 2009, among BOOZ ALLEN HAMILTON INVESTOR CORPORATION (f/k/a EXPLORER INVESTOR CORPORATION), a Delaware corporation ("Holdings"), BOOZ ALLEN HAMILTON INC., a Delaware corporation (the "Company" or the "Borrower"), the several banks and other financial institutions or entities from time to time parties to this Agreement (the "Lenders"), CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (f/k/a CREDIT SUISSE), as Administrative Agent and Collateral Agent, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (f/k/a CREDIT SUISSE), as Issuing Lender, BANC OF AMERICA SECURITIES LLC and CREDIT SUISSE SECURITIES (USA) LLC, as joint lead arrangers, BANC OF AMERICA SECURITIES LLC, CREDIT SUISSE SECURITIES (USA) LLC, BARCLAYS CAPITAL, the investment banking division of Barclays Bank PLC, GOLDMAN SACHS CREDIT PARTNERS L.P., and MORGAN STANLEY SENIOR FUNDING, INC., as joint bookrunners and SUMITOMO MITSUI BANKING CORPORATION, as co-manager.

WHEREAS, pursuant to that certain credit agreement, dated as of July 31, 2008 (the "Existing Credit Agreement"), among Holdings, the Initial Borrower, the Borrower, the Lenders, the Agents, and the other parties thereto, the Lenders extended, and agreed to extend, credit to the Borrower, and

WHEREAS, Holdings, the Borrower, the Lenders and the Agents have entered into the First Amendment pursuant to which, subject to the conditions set forth therein (a) the Tranche C Term Lenders have agreed to make Tranche C Term Loans to the Borrower in an aggregate principal amount equal to $350,000,000, (b) the Additional Revolving Lenders have agreed to provide Additional Revolving Commitments in an aggregate amount equal to $145,000,000 and (c) Holdings, the Borrower, the Lenders and the Agents have agreed to amend and restate the Existing Credit Agreement in the form of this Agreement,

NOW, THEREFORE, the parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

"ABR": for any day, a rate per annum equal to the greater of (a) the Prime Rate in effect on such day and (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1%. For purposes hereof: "Prime Rate" means the prime commercial lending rate of the Administrative Agent as established from time to time in its principal U.S. office, as in effect from time to time. Any change in the ABR due to a change in the Prime Rate or the Federal Funds Effective Rate shall be effective as of the opening of business on the effective day of such change in the Prime Rate or the Federal Funds Effective Rate, respectively.

"ABR Loans": Loans the rate of interest applicable to which is based upon the ABR.

"Accounting Changes": as defined in Section 10.16.

"Acquisition": as defined in the definition of "Permitted Acquisition".

"Act": as defined in Section 10.18.

"Additional Revolving Commitment": with respect to any Revolving Lender, the new or additional Revolving Commitment provided by such Revolving Lender on the Amendment and Restatement Effective Date in the amount set forth under the heading "Additional Revolving Commitment" opposite such Lender's name on Schedule 2.1A. The aggregate amount of the Additional Revolving Commitments is $145,000,000.

"Additional Revolving Lender": each Lender that has an Additional Revolving Commitment.

"Administrative Agent": Credit Suisse AG, Cayman Islands Branch (f/k/a Credit Suisse), as the administrative agent for the Lenders under this Agreement and the other Loan Documents, together with any of its successors and permitted assigns in such capacity in accordance with Section 9.9.

"Affiliate": as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly to direct or cause the direction of the management and policies of such Person, in either case whether by contract or otherwise.

"Agents": the collective reference to the Collateral Agent and the Administrative Agent, and for purposes of Sections 10.13 and 10.14, the Lead Arrangers, Joint Bookrunners and Co-Manager.

"Aggregate Exposure": with respect to any Lender at any time, an amount equal to (a) until the Closing Date, the aggregate amount of such Lender's Commitments at such time and (b) thereafter, the sum of (i) the aggregate then unpaid principal amount of such Lender's Term Loans, (ii) the aggregate amount of such Lender's Revolving Commitments then in effect or, if the Revolving Commitments have been terminated, the amount of such Lender's Revolving Extensions of Credit then outstanding and (iii) the aggregate amount of such Lender's New Loan Commitments then in effect, or if such New Loan Commitments have been terminated, the amount of such Lender's New Loans.

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

"Agreed Purposes": as defined in Section 10.14.

"Agreement": this Credit Agreement, as amended and restated as of December 11, 2009, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"AHYDO Payments": "applicable high yield discount obligations" (within the meaning of Section 163(i)(1) of the Code) "catch-up" payments in respect of any Indebtedness (including the Mezzanine Loans, any Permitted Subordinated Indebtedness and any Indebtedness incurred pursuant to Section 7.2(v)) the incurrence of which is not otherwise prohibited hereunder to the extent such Indebtedness provides for the payment of interest on all or any portion of the principal amount of such Indebtedness by adding such interest to the principal amount thereof.

"Amendment and Restatement Effective Date": December 11, 2009.

"Annual Operating Budget": as defined in Section 6.2(c).

"Applicable Period": as defined in Section 10.19.

"Applicable Margin" or "Applicable Commitment Fee Rate": for any day, with respect to (i) the Loans (including any Swingline Loan) under the Revolving Facility and the Tranche A Term Loan Facility, and the commitment fee payable hereunder, the applicable rate per annum determined pursuant to the Pricing Grid, (ii) the Loans under the Tranche B Term Loan Facility, in the case of the Applicable Margin, 3.50% with respect to Tranche B Term Loans that are ABR Loans and 4.50% with respect to Tranche B Term Loans that are Eurocurrency Loans and (iii) the Loans under the Tranche C Term Loan Facility, in the case of the Applicable Margin, 3.00% with respect to Tranche C Term Loans that are ABR Loans and 4.00% with respect to Tranche C Term Loans that are Eurocurrency Loans; provided that from the Closing Date until the next change in the Applicable Margin or Applicable Commitment Fee Rate in accordance with the Pricing Grid (a) the Applicable Margin shall be 3.00% with respect to Tranche A Term Loans, Revolving Loans that are ABR Loans and Swingline Loans and 4.00% with respect to Tranche A Term Loans and Revolving Loans that are Eurocurrency Loans and (b) the Applicable Commitment Fee Rate shall be 0.50%.

"Application": an application, in such form as the relevant Issuing Lender may specify from time to time, requesting such Issuing Lender to open a Letter of Credit.

"Approved Fund": as defined in Section 10.6(b).

"Asset Sale": any Disposition of Property or series of related Dispositions of Property by the Borrower or any of its Restricted Subsidiaries not in the ordinary course of business (a) under Section 7.5(e) or (p) or (b) not otherwise permitted under Section 7.5, in each case, which yields Net Cash Proceeds (valued at the initial principal amount thereof in the case of non-cash proceeds consisting of notes or other debt securities and valued at fair market value in the case of other non-cash proceeds) in excess of $1,000,000.

"Assignee": as defined in Section 10.6(b).

"Assignment and Assumption": an Assignment and Assumption, substantially in the form of Exhibit D.

"Available Amount": as at any date, the sum of, without duplication:

(a) $10,000,000;

(b) the aggregate cumulative amount, not less than zero, of 50% of Excess Cash Flow for each fiscal year beginning with the fiscal year ending March 31, 2010;

(c) the Net Cash Proceeds received after the Closing Date and on or prior to such date from any Equity Issuance by, or capital contribution to, Holdings or the Borrower (which in the case of any such Equity Issuance by the Borrower, is not Disqualified Capital Stock) which, in the case of any such Equity Issuance by, or capital contribution to, Holdings, have been contributed in cash as common equity to the Borrower, in each case to the extent it is not a Specified Equity Contribution;

(d) the aggregate amount of proceeds received after the Closing Date and on or prior to such date that (i) would have constituted Net Cash Proceeds pursuant to clause (a) of the definition of "Net Cash Proceeds" except for the operation of any of (A) the Dollar threshold set

forth in the definition of "Asset Sale" and (B) the Dollar threshold set forth in the definition of "Recovery Event" or (ii) constitutes Declined Proceeds;

(e) the aggregate principal amount of any Indebtedness of the Borrower or any Restricted Subsidiary issued after the Closing Date (other than Indebtedness issued to a Restricted Subsidiary), which has been converted into or exchanged for Capital Stock in Holdings or any Parent Company;

(f) the amount received by the Borrower or any Restricted Subsidiary in cash (and the fair market value (as determined in good faith by the Borrower) of Property other than cash received by the Borrower or any Restricted Subsidiary) after the Closing Date from any dividend or other distribution by an Unrestricted Subsidiary;

(g) in the event any Unrestricted Subsidiary has been redesignated as a Restricted Subsidiary and becomes a Subsidiary Guarantor or has been merged, consolidated or amalgamated with or into, or transfers or conveys its assets to, or is liquidated into, the Borrower or any Subsidiary Guarantor, the fair market value (as determined in good faith by the Borrower) of the Investments of the Borrower or any Restricted Subsidiary in such Unrestricted Subsidiary at the time of such redesignation, combination or transfer (or of the assets transferred or conveyed, as applicable);

(h) an amount equal to any returns (including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) actually received in cash, Cash Equivalents and Permitted Liquid Investments by the Borrower or any Restricted Subsidiary in respect of any Investments made pursuant to Section 7.7(f)(ii)(B), (h)(B), or (v)(ii); and

(i) the aggregate amount actually received in cash, Cash Equivalents or Permitted Liquid Investments by the Borrower or any Restricted Subsidiary in connection with the sale, transfer or other disposition of its ownership interest in any joint venture that is not a Subsidiary or in any Unrestricted Subsidiary, in each case, to the extent of the Investment in such joint venture or Unrestricted Subsidiary;

in each case, that has not been previously applied pursuant to Section 7.6(b), Section 7.7(f)(ii), (h)(B) or (v)(ii) or Sections 7.8(a)(ii)(A) and 7.8(a)(ii)(B), less the amount of any payments made pursuant to Section 7.8(a)(ii)(F).

"Available Revolving Commitment": as to any Revolving Lender at any time, an amount equal to the excess, if any, of (a) such Lender's Revolving Commitment then in effect (including any New Loan Commitments which are Revolving Commitments) over (b) such Lender's Revolving Extensions of Credit then outstanding; provided that in calculating any Revolving Lender's Revolving Extensions of Credit under its Revolving Commitment for the purpose of determining such Revolving Lender's Available Revolving Commitments pursuant to Section 2.9(a), the aggregate principal amount of Swingline Loans then outstanding shall be deemed to be zero.

"Benefited Lender": as defined in Section 10.7(a).

"Board": the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Board of Directors": (a) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board; (b) with respect to a partnership, the Board of Directors of the general partner of the partnership, or any committee thereof duly authorized to act on behalf of such board or the board or committee of any Person serving a similar function; (c) with respect to a limited liability company, the managing member or members or any controlling committee of managing members thereof or any Person or Persons serving a similar function; and (d) with respect to any other Person, the board or committee of such Person serving a similar function.

"Borrower": as defined in the preamble hereto.

"Borrowing Date": any Business Day specified by the Borrower as a date on which the Borrower requests the relevant Lenders to make Loans hereunder.

"Business": the business activities and operations of the Company and/or its Affiliates on the Closing Date immediately after giving effect to the transactions contemplated by the Spin Off Agreement.

"Business Day": a day (a) other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close and (b) with respect to notices and determinations in connection with, and payments of principal and interest on, Eurocurrency Loans, such day is also a day for trading by and between banks in Dollar deposits in the London interbank eurocurrency market.

"Capital Expenditures": for any period, with respect to any Person, the aggregate of all cash expenditures by such Person for the acquisition or leasing (pursuant to a capital lease but excluding any amount representing capitalized interest) of fixed or capital assets, computer software or additions to equipment (including replacements, capitalized repairs and improvements during such period) which are required to be capitalized under GAAP on a balance sheet of such Person; provided that in any event the term "Capital Expenditures" shall exclude: (i) any Permitted Acquisition and any other Investment permitted hereunder; (ii) any expenditures to the extent financed with any Reinvestment Deferred Amount; (iii) expenditures for leasehold improvements for which such Person is reimbursed in cash or receives a credit; and (iv) capital expenditures to the extent they are made with the proceeds of equity contributions (other than in respect of Disqualified Capital Stock) made to the Borrower after the Closing Date.

"Capital Lease Obligations": as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal Property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP; provided that for purposes of this definition, "GAAP" shall mean generally accepted accounting principles in the United States as in effect on the Closing Date.

"Capital Stock": any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, and any and all equivalent ownership interests in a Person (other than a corporation).

"Carlyle Fund": Carlyle Partners US V, L.P., and no other Person or entity.

"Cash Equivalents": (a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America), in each case maturing within eighteen months from the date of acquisition thereof;

(b) investments in commercial paper maturing within 270 days from the date of issuance thereof and having, at such date of acquisition, the highest credit rating obtainable from S&P or from Moody's;

(c) investments in certificates of deposit, banker's acceptances and time deposits maturing within one year from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, the Administrative Agent or any domestic office of any commercial bank organized under the laws of the United States of America or any State thereof that has a combined capital and surplus and undivided profits of not less than $500,000,000 and that issues (or the parent of which issues) commercial paper rated at least "Prime-1" (or the then equivalent grade) by Moody's or "A-1" (or the then equivalent grade) by S&P;

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

(e) investments in "money market funds" within the meaning of Rule 2a-7 of the Investment Company Act of 1940, as amended, substantially all of whose assets are invested in investments of the type described in clauses (a) through (d) above; and

(f) other short-term investments utilized by Foreign Subsidiaries in accordance with normal investment practices for cash management in investments of a type analogous to the foregoing.

"Cash Management Obligations": obligations owed by the Borrower or any Subsidiary Guarantor to any Lender or any Affiliate of a Lender in respect of any overdraft and related liabilities arising from treasury, depository and cash management services, credit or debit card, or any automated clearing house transfers of funds.

"Certificated Security": as defined in the Guarantee and Collateral Agreement.

"Change in Law": (a) the adoption of any law, rule or regulation, or (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority.

"Change of Control": as defined in Section 8.1(j).

"Chattel Paper": as defined in the Guarantee and Collateral Agreement.

"Closing Date": July 31, 2008.

"Closing Date Material Adverse Effect": a "Company Material Adverse Effect" as defined in the Merger Agreement.

"Closing Date Stock Certificates": Collateral consisting of stock certificates representing the Capital Stock of the Domestic Subsidiaries that are Restricted Subsidiaries (and not Immaterial

Subsidiaries) of the Borrower for which a security interest can be perfected by delivering such stock certificates.

"Closing Date UCC Filing Collateral": Collateral for which a security interest can be perfected by filing a UCC financing statement.

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

"Collateral": the meaning assigned to such term in the Guarantee and Collateral Agreement.

"Collateral Agent": Credit Suisse AG, Cayman Islands Branch (f/k/a Credit Suisse), in its capacity as collateral agent for the Secured Parties under the Security Documents and any of its successors and permitted assigns in such capacity in accordance with Section 9.9.

"Co-Manager": Sumitomo Mitsui Banking Corporation, in its capacity as co-manager.

"Commitment": as to any Lender, the sum of the Tranche A Term Commitments, the Tranche B Term Commitments, the Tranche C Term Commitments, the Revolving Commitments and the New Loan Commitments (in each case, if any) of such Lender.

"Committed Reinvestment Amount": as defined in the definition of "Reinvestment Prepayment Amount".

"Commonly Controlled Entity": an entity, whether or not incorporated, that is under common control with Holdings within the meaning of Section 4001 of ERISA or is part of a group that includes Holdings and that is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

"Commonly Controlled Plan": as defined in Section 4.12(b).

"Company": as defined in the preamble hereto.

"Company Reorganization": the series of transactions described in the "Project Explorer Summarized Transaction Steps", dated May 12, 2008, attached as Exhibit D to the Spin-Off Agreement dated as of May 15, 2008 among the Company, Booz & Company Holdings, LLC, Booz & Company Inc., Booz & Company Intermediate I Inc. and Booz & Company Intermediate II Inc., as amended, supplemented or otherwise modified from time to time, provided that any such amendments, supplements or modifications that are, when taken as a whole, materially adverse to the Lenders, shall be reasonably acceptable to the Administrative Agent.

"Compliance Certificate": a certificate duly executed by a Responsible Officer substantially in the form of Exhibit B.

"Confidential Information": as defined in Section 10.14.

"Consolidated Current Assets": at any date, all amounts (other than (a) cash, Cash Equivalents and Permitted Liquid Investments, (b) deferred financing fees and (c) payments for deferred taxes so long as such items described in clauses (b) and (c) are not cash items) that would, in conformity

with GAAP, be set forth opposite the caption "total current assets" (or any like caption) on a consolidated balance sheet of the Borrower and its Restricted Subsidiaries at such date.

"Consolidated Current Liabilities": at any date, all amounts that would, in conformity with GAAP, be set forth opposite the caption "total current liabilities" (or any like caption) on a consolidated balance sheet of the Borrower and its Restricted Subsidiaries at such date, but excluding (a) the current portion of any Indebtedness of the Borrower and its Restricted Subsidiaries, (b) without duplication, all Indebtedness consisting of Revolving Loans, L/C Obligations or Swingline Loans, to the extent otherwise included therein, (c) amounts for deferred taxes and non-cash tax reserves accounted for pursuant to FASB Interpretation No. 48, (d) any equity compensation related liability and (e) any liabilities in respect of adjustments to the outstanding stock options in connection with the Recapitalization Transactions.

"Consolidated EBITDA": of any Person for any period, Consolidated Net Income of such Person and its Restricted Subsidiaries for such period plus, without duplication and, if applicable, to the extent reflected as a charge in the statement of such Consolidated Net Income (regardless of classification) for such period, the sum of:

(a) provisions for taxes based on income (or similar taxes in lieu of income taxes), profits, capital (or equivalents), including federal, foreign, state, local, franchise, excise and similar taxes and foreign withholding taxes of such Person paid or accrued during such period;

(b) Consolidated Net Interest Expense and, to the extent not reflected in such Consolidated Net Interest Expense, any net losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, amortization or write-off of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with Indebtedness (including commitment, letter of credit and administrative fees and charges with respect to the Facilities and the Mezzanine Loan Facility);

(c) depreciation and amortization expense and impairment charges (including deferred financing fees, capitalized software expenditures, intangibles (including goodwill), organization costs and amortization of unrecognized prior service costs and actuarial gains and losses related to pensions and other post-employment benefits);

(d) any extraordinary, unusual or non-recurring expenses or losses (including (x) losses on sales of assets outside of the ordinary course of business and restructuring and integration costs or reserves, including any severance costs, costs associated with office and facility openings, closings and consolidations, relocation costs and other non-recurring business optimization expenses and (y) any expenses in connection with the Recapitalization Transactions (including expenses in respect of adjustments to the outstanding stock options in connection with the Recapitalization Transactions));

(e) any other non-cash charges, expenses or losses (except to the extent such charges, expenses or losses represent an accrual of or reserve for cash expenses in any future period or an amortization of a prepaid cash expense paid in a prior period);

(f) stock-option based and other equity-based compensation expenses;

(g) transaction costs, fees, losses and expenses (whether or not any transaction is actually consummated) (including those relating to the Merger Transactions, the transactions

contemplated hereby and by the Mezzanine Loan Documents (including any amendments or waivers of the Loan Documents or the Mezzanine Loan Documents), and those payable in connection with the sale of Capital Stock, the incurrence of Indebtedness permitted by Section 7.2, transactions permitted by Section 7.4, Dispositions permitted by Section 7.5, or any Permitted Acquisition or other Investment permitted by Section 7.7 (in each case whether or not successful));

(h) all fees and expenses paid pursuant to the Management Agreement;

(i) proceeds from any business interruption insurance (to the extent not reflected as revenue or income in such statement of such Consolidated Net Income);

(j) the amount of cost savings and other operating improvements and synergies projected by the Borrower in good faith and certified in writing to the Administrative Agent to be realized as a result of any acquisition (including the Merger Transactions) or Disposition (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, or from any operational change taken or committed to be taken during such period (in each case calculated on a pro forma basis as though such cost savings and other operating improvements and synergies had been realized on the first day of such period), net of the amount of actual benefits realized during such period from such actions to the extent already included in the Consolidated Net Income for such period, provided that (i) the Borrower shall have certified to the Administrative Agent that (A) such cost savings, operating improvements and synergies are reasonably anticipated to result from such actions, (B) such actions have been taken, or have been committed to be taken and the benefits resulting therefrom are anticipated by the Borrower to be realized within 12 months and (ii) no cost savings shall be added pursuant to this clause (j) to the extent already included in clause (d) above with respect to such period;

(k) cash expenses relating to earn-outs and similar obligations;

(l) charges, losses, lost profits, expenses or write-offs to the extent indemnified or insured by a third party, including expenses covered by indemnification provisions in any agreement in connection with the Merger Transactions, a Permitted Acquisition or any other acquisition permitted by Section 7.7;

(m) losses recognized and expenses incurred in connection with the effect of currency and exchange rate fluctuations on intercompany balances and other balance sheet items;

(n) costs of surety bonds in connection with financing activities of such Person and its Restricted Subsidiaries; and

(o) costs associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and Public Company Costs;

minus, to the extent reflected as income or a gain in the statement of such Consolidated Net Income for such period, the sum of:

(a) any extraordinary, unusual or non-recurring income or gains (including gains on the sales of assets outside of the ordinary course of business);

(b) any other non-cash income or gains (other than the accrual of revenue in the ordinary course), but excluding any such items (i) in respect of which cash was received in a prior period or will be received in a future period or (ii) which represent the reversal in such period of any accrual of, or reserve for, anticipated cash charges in any prior period where such accrual or reserve is no longer required, all as determined on a consolidated basis; and

(c) gains realized and income accrued in connection with the effect of currency and exchange rate fluctuations on intercompany balances and other balance sheet items;

provided that for purposes of calculating Consolidated EBITDA of the Borrower and its Restricted Subsidiaries for any period, (A) the Consolidated EBITDA of any Person or Properties constituting a division or line of business of any business entity, division or line of business, in each case, acquired by the Borrower or any of the Restricted Subsidiaries during such period and assuming any synergies, cost savings and other operating improvements to the extent certified by the Borrower as having been determined in good faith to be reasonably anticipated to be realizable within 12 months following such acquisition, or of any Subsidiary designated as a Restricted Subsidiary during such period, shall be included on a pro forma basis for such period (but assuming the consummation of such acquisition or such designation, as the case may be, occurred on the first day of such period) and (B) the Consolidated EBITDA of any Person or Properties constituting a division or line of business of any business entity, division or line of business, in each case, Disposed of by the Borrower or any of the Restricted Subsidiaries during such period, or of any Subsidiary designated as an Unrestricted Subsidiary during such period, shall be excluded for such period (assuming the consummation of such Disposition or such designation, as the case may be, occurred on the first day of such period). With respect to each Subsidiary that is not a wholly-owned Subsidiary or any joint venture, for purposes of calculating Consolidated EBITDA, the amount of income attributable to such Subsidiary or joint venture, as applicable, that shall be counted for such purposes shall equal the product of (x) the Borrower's direct and/or indirect percentage ownership of such Subsidiary or joint venture and (y) the aggregate amount of the applicable item of such Subsidiary or joint venture, as applicable, except to the extent the application of GAAP already takes into account the non-wholly owned subsidiary relationship. Notwithstanding the forgoing, Consolidated EBITDA shall be calculated without giving effect to the effects of purchase accounting or similar adjustments required or permitted by GAAP in connection with the Transactions, any Investment (including any Permitted Acquisition) and any other acquisition or Investment. For purposes of determining Consolidated EBITDA under this Agreement, Consolidated EBITDA for the fiscal quarter ended March 31, 2008 shall be deemed to be $64,635,000. Unless otherwise qualified, all references to "Consolidated EBITDA" in this Agreement shall refer to Consolidated EBITDA of the Borrower.

"Consolidated Net Income": of any Person for any period, the consolidated net income (or loss) of such Person and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP; provided that in calculating Consolidated Net Income of the Borrower and its consolidated Restricted Subsidiaries for any period, there shall be excluded (a) the income (or loss) of any Person accrued prior to the date it becomes a Restricted Subsidiary or is merged into or consolidated with the Borrower or any of its Subsidiaries and (b) the income (or loss) of any Person (other than a Restricted Subsidiary) in which Holdings, the Borrower or any of its Restricted Subsidiaries has an ownership interest (including any joint venture), except to the extent that any such income is actually received by Holdings, the Borrower or such Restricted Subsidiary in the form of dividends or similar distributions (which dividends and distributions shall be included in the calculation of

Consolidated Net Income). Notwithstanding the forgoing, for purposes of calculating Excess Cash Flow, Consolidated Net Income shall not include: (i) extraordinary gains for such period, (ii) the cumulative effect of a change in accounting principles during such period, (iii) any fees and expenses incurred during such period, or any amortization thereof for such period, in connection with any acquisition, investment, recapitalization, asset disposition, issuance or repayment of debt, issuance of equity securities, refinancing transaction or amendment or other modification of any debt instrument (in each case, including any such transaction undertaken but not completed) and any charges or non-recurring merger costs incurred during such period as a result of any such transaction and (iv) any income (loss) for such period attributable to the early extinguishment of Indebtedness or Hedge Agreements. Unless otherwise qualified, all references to "Consolidated Net Income" in this Agreement shall refer to Consolidated Net Income of the Borrower. There shall be excluded from Consolidated Net Income for any period the purchase accounting effects of adjustments to inventory, Property and equipment, software and other intangible assets and deferred revenue required or permitted by GAAP and related authoritative pronouncements (including the effects of such adjustments pushed down to the Borrower and the Restricted Subsidiaries), as a result of the Transactions, any consummated acquisition whether consummated before or after the Closing Date, or the amortization or write-off of any amounts thereof.

"Consolidated Net Interest Coverage Ratio": as of any date of determination, the ratio of (a) Consolidated EBITDA of the Borrower and its Restricted Subsidiaries for the most recently ended Test Period to (b) Consolidated Net Interest Expense of the Borrower and its Restricted Subsidiaries for such period.

"Consolidated Net Interest Expense": of any Person for any period, (a) total cash interest expense (including that attributable to Capital Lease Obligations) of such Person and its Restricted Subsidiaries for such period with respect to all outstanding Indebtedness of such Person and its Restricted Subsidiaries, minus (b) the sum of (i) total cash interest income of such Person and its Restricted Subsidiaries for such period (excluding any interest income earned on receivables due from clients), in each case determined in accordance with GAAP plus (ii) any one time financing fees (to the extent included in such Person's consolidated interest expense for such period), including, with respect to the Borrower, those paid in connection with the Transaction Documents or in connection with any amendment thereof. Unless otherwise qualified, all references to "Consolidated Net Interest Expense" in this Agreement shall refer to Consolidated Net Interest Expense of the Borrower.

"Consolidated Total Assets": the total assets of the Borrower and its Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP, as shown on the consolidated balance sheet of the Borrower for the most recently completed fiscal quarter for which financial statements have been delivered pursuant to Section 6.1(a) or (b).

"Consolidated Total Leverage": at any date, (a) the aggregate principal amount of all Funded Debt of the Borrower and its Restricted Subsidiaries on such date, minus (b) cash, Cash Equivalents and, to the extent they are subject to a perfected Lien pursuant to the Security Documents, Permitted Liquid Investments held by the Borrower and its Restricted Subsidiaries on such date, in each case determined on a consolidated basis in accordance with GAAP.

"Consolidated Total Leverage Ratio": as of any date of determination, the ratio of (a) Consolidated Total Leverage on such day to (b) Consolidated EBITDA of the Borrower and the Restricted Subsidiaries for the most recently ended Test Period.

"Consolidated Working Capital": at any date, the difference of (a) Consolidated Current Assets on such date minus (b) Consolidated Current Liabilities on such date, provided that, for purposes

of calculating Excess Cash Flow, increases or decreases in Consolidated Working Capital shall be calculated without regard to changes in the working capital balance as a result of non-cash increases or decreases thereof that will not result in future cash payments or receipts or cash payments or receipts in any previous period, in each case, including, without limitation, any changes in Consolidated Current Assets or Consolidated Current Liabilities as a result of (i) any reclassification in accordance with GAAP of assets or liabilities, as applicable, between current and noncurrent, (ii) the effects of purchase accounting and (iii) the effect of fluctuations in the amount of accrued or contingent obligations, assets or liabilities under Hedge Agreements.

"Continuing Directors": the directors of Holdings on the Closing Date and each other director of Holdings, if, in each case, such other director's nomination for election to the Board of Directors of Holdings is recommended by at least 51% of the then Continuing Directors or such other director receives the vote of the Sponsor and/or its Affiliates (excluding any operating portfolio companies of the Sponsor) or any other Permitted Investor in his or her nomination or election by the shareholders of Holdings.

"Contractual Obligation": as to any Person, any provision of any security issued by such Person or of any written or recorded agreement, instrument or other undertaking to which such Person is a party or by which it or any of its Property is bound.

"Declined Proceeds": the amount of any prepayment declined by the Required Prepayment Lenders or any Tranche B Term Lender or Tranche C Term Lender, as applicable, in accordance with Sections 2.12(a), 2.12(b), 2.12(c) or 2.12(e), as the case may be, to the extent, in the case of amounts declined in accordance with Section 2.12(e), such declined amounts have not been used to prepay Tranche A Term Loans.

"Default": any of the events specified in Section 8.1, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Defaulting Lender": any Lender that (a) has failed to fund any portion of the Loans, participations in L/C Obligations or participations in Swingline Loans required to be funded by it hereunder within one Business Day of the date required to be funded by it hereunder unless such failure has been cured, (b) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within one Business Day of the date when due, unless the subject of a good faith dispute or unless such failure has been cured, or (c) has been deemed insolvent or become the subject of a bankruptcy or insolvency proceeding or otherwise has taken any action or become the subject of any action or proceeding of the type described in Section 8.1(f).

"Disinterested Director" : as defined in Section 7.9.

"Derivatives Counterparty": as defined in Section 7.6.

"Disposition": with respect to any Property, any sale, sale and leaseback, assignment, conveyance, transfer or other effectively complete disposition thereof. The terms "Dispose" and "Disposed of" shall have correlative meanings.

"Disqualified Capital Stock": Capital Stock that (a) requires the payment of any dividends (other than dividends payable solely in shares of Qualified Capital Stock), (b) matures or is mandatorily redeemable or subject to mandatory repurchase or redemption or repurchase at the option of the holders thereof (other than solely for Qualified Capital Stock), in each case in whole or in part and

whether upon the occurrence of any event, pursuant to a sinking fund obligation on a fixed date or otherwise (including as the result of a failure to maintain or achieve any financial performance standards) or (c) are convertible or exchangeable, automatically or at the option of any holder thereof, into any Indebtedness, Capital Stock or other assets other than Qualified Capital Stock, in the case of clauses (a), (b) and (c), prior to the date that is 91 days after the final scheduled maturity date of the Loans (other than (i) upon payment in full of the Obligations (other than indemnification and other contingent obligations not yet due and owing) or (ii) upon a "change in control"; provided that any payment required pursuant to this clause (ii) is subject to the prior repayment in full of the Obligations (other than indemnification and other contingent obligations not yet due and owing) that are accrued and payable and the termination of the Commitments); provided further, however, that if such Capital Stock is issued to any employee or to any plan for the benefit of employees of the Borrower or the Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by the Borrower in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability.

"Disqualified Institution": (i) those institutions identified by the Borrower in writing to the Administrative Agent prior to the Closing Date or, with the consent of the Administrative Agent (not to be unreasonably withheld; consent of the Administrative Agent shall be deemed to have been given if the Administrative Agent does not object within 5 Business Days after identification of an institution) from time to time thereafter, and their known Affiliates and (ii) business competitors of the Borrower and its Subsidiaries or the Company identified by Borrower in writing to the Administrative Agent from time to time and their known Affiliates.

"Dollars" and "$": dollars in lawful currency of the United States.

"Domestic Subsidiary": any direct or indirect Restricted Subsidiary organized under the laws of any jurisdiction within the United States.

"Environmental Laws": any and all applicable laws, rules, orders, regulations, statutes, ordinances, codes or decrees (including, without limitation, common law) of any international authority, foreign government, the United States, or any state, provincial, local, municipal or other governmental authority, regulating, relating to or imposing liability or standards of conduct concerning protection of the environment, natural resources or human health and safety as it relates to Releases of Materials of Environmental Concern, as has been, is now, or at any time hereafter is, in effect.

"Environmental Liability": any liability, claim, action, suit, judgment or order under or relating to any Environmental Law for any damages, injunctive relief, losses, fines, penalties, fees, expenses (including reasonable fees and expenses of attorneys and consultants) or costs, whether contingent or otherwise, including those arising from or relating to: (a) compliance or non-compliance with any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Materials of Environmental Concern, (c) exposure to any Materials of Environmental Concern, (d) the Release of any Materials of Environmental Concern or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Issuance": any issuance by Holdings, the Borrower or any Restricted Subsidiary of its Capital Stock in a public or private offering.

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

"Eurocurrency Base Rate": with respect to each day during each Interest Period, the rate per annum determined by reference to the British Bankers' Association Interest Settlement Rates for deposits in Dollars for a period equal to such Interest Period commencing on the first day of such Interest Period appearing on the Screen as of 11:00 A.M., London time, two Business Days prior to the beginning of such Interest Period, as the Eurocurrency Rate for deposits denominated with a maturity comparable to such Interest Period. In the event that such rate does not appear on the Screen at such time for any reason, then the "Eurocurrency Base Rate" shall be determined by reference to such other comparable publicly available service for displaying eurocurrency rates as may be selected by the Administrative Agent or, in the absence of such availability, by reference to the rate at which the Administrative Agent is offered deposits at or about 11:00 A.M., London time, two Business Days prior to the beginning of such Interest Period in the interbank eurocurrency market where its eurodollar and exchange operations are then being conducted for delivery on the first day of such Interest Period for the number of days comprised therein.

"Eurocurrency Loans": Loans the rate of interest applicable to which is based upon the Eurocurrency Rate.

"Eurocurrency Rate": with respect to each day during each Interest Period pertaining to a Eurocurrency Loan, a rate per annum determined for such day in accordance with the following formula:

$$\frac{\text{Eurocurrency Base Rate}}{1.00 - \text{Eurocurrency Reserve Requirements}}$$

"Eurocurrency Reserve Requirements": for any day as applied to a Eurocurrency Loan, the aggregate (without duplication) of the maximum rates (expressed as a decimal fraction) of reserve requirements in effect on such day (including basic, supplemental, marginal and emergency reserves) under any regulations of the Board or other Governmental Authority having jurisdiction with respect thereto dealing with reserve requirements prescribed for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board) maintained by a member bank of the Federal Reserve System.

"Eurocurrency Tranche": the collective reference to Eurocurrency Loans under a particular Facility the then current Interest Periods with respect to all of which begin on the same date and end on the same later date (whether or not such Loans shall originally have been made on the same day).

"Event of Default": any of the events specified in Section 8.1; provided that any requirement set forth therein for the giving of notice, the lapse of time, or both, has been satisfied.

"Excess Cash Flow": for any fiscal year of the Borrower, the difference, if any, of (a) the sum, without duplication, of (i) Consolidated Net Income of the Borrower for such fiscal year, (ii) the amount of all non-cash charges (including depreciation, amortization and deferred tax expense) deducted in arriving at such Consolidated Net Income and cash receipts included in clause (i) of the definition of "Consolidated Net Income" and excluded in arriving at such Consolidated Net Income, (iii) the amount of the decrease, if any, in Consolidated Working Capital for such fiscal year (excluding any decrease in Consolidated Working Capital relating to leasehold improvements for which the Borrower or any of its Subsidiaries is reimbursed in cash or receives a credit) and (iv) the aggregate net amount of non-cash loss on the Disposition of Property by the Borrower and its Restricted Subsidiaries during such fiscal year (other than sales of inventory in the ordinary course of business), to the extent deducted in arriving at such Consolidated Net Income; minus (b) the sum, without duplication (including, in the case of clauses (ii) and (viii) below, duplication across periods (provided that all or any portion of the amounts

referred to in clauses (ii) and (viii) below with respect to a period may be applied in the determination of Excess Cash Flow for any subsequent period to the extent such amounts did not previously result in a reduction of Excess Cash Flow in any prior period)) of:

(i) the amount of all non-cash gains or credits included in arriving at such Consolidated Net Income (including, without limitation, credits included in the calculation of deferred tax assets and liabilities) and cash charges excluded in clauses (i) through (iv) of the definition of "Consolidated Net Income" and included in arriving at such Consolidated Net Income;

(ii) the aggregate amount (A) actually paid by the Borrower and its Restricted Subsidiaries in cash during such fiscal year on account of Capital Expenditures and Permitted Acquisitions and (B) committed during such fiscal year to be used to make Capital Expenditures or Permitted Acquisitions which in either case have been actually made or consummated or for which a binding agreement exists as of the time of determination of Excess Cash Flow for such fiscal year (in each case under this clause (ii) other than to the extent any such Capital Expenditure or Permitted Acquisition is made (or, in the case of the preceding clause (B), is expected to be made) with the proceeds of new long-term Indebtedness or an Equity Issuance or with the proceeds of any Reinvestment Deferred Amount);

(iii) the aggregate amount of all regularly scheduled principal payments and all prepayments of Indebtedness (including, without limitation, the Term Loans and, if applicable, the Mezzanine Loans) of the Borrower and its Restricted Subsidiaries made during such fiscal year (other than in respect of any revolving credit facility to the extent there is not an equivalent permanent reduction in commitments thereunder and other than to the extent any such prepayments are the result of the incurrence of additional indebtedness and other than optional prepayments of the Term Loans and optional prepayments of Revolving Loans and Swingline Loans to the extent accompanied by permanent optional reductions of the Revolving Commitments);

(iv) the amount of the increase, if any, in Consolidated Working Capital for such fiscal year (excluding any increase in Consolidated Working Capital relating to leasehold improvements for which the Borrower or any of its Subsidiaries is reimbursed in cash or receives a credit);

(v) the aggregate net amount of non-cash gain on the Disposition of Property by the Borrower and its Restricted Subsidiaries during such fiscal year (other than sales of inventory in the ordinary course of business), to the extent included in arriving at such Consolidated Net Income;

(vi) fees and expenses incurred in connection with the Transactions or any Permitted Acquisition (whether or not consummated);

(vii) purchase price adjustments paid or received in connection with the Merger Transactions, any Permitted Acquisition or any other acquisition permitted under Section 7.7(h) or (v);

(viii) (A) the net amount of Investments made during such period pursuant to paragraphs (d), (f), (h), (l), (v) and (y) of Section 7.7 (to the extent, in the case of clause (y), such Investment relates to Restricted Payments permitted under Section 7.6(c), (e), (h) or (i)) or committed during such period to be used to make Investments pursuant to such paragraphs of Section 7.7 which

have been actually made or for which a binding agreement exists as of the time of determination of Excess Cash Flow for such period (but excluding Investments among the Borrower and its Restricted Subsidiaries) and (B) permitted Restricted Payments made in each case by the Borrower during such period and permitted Restricted Payments made by any Restricted Subsidiary to any Person other than Holdings, the Borrower or any of the Restricted Subsidiaries during such period, in each case, to the extent permitted by Section 7.6(c), (e), (h), (i) or (p) (to the extent, in the case of clause (p), such Restricted Payment is funded using cash on hand); provided that the amount of Restricted Payments made pursuant to Section 7.6(e) and deducted pursuant to this clause (viii) shall not exceed $10,000,000 in any fiscal year;

(ix) the amount (determined by the Borrower) of such Consolidated Net Income which is mandatorily prepaid or reinvested pursuant to Section 2.12(b) (or as to which a waiver of the requirements of such Section applicable thereto has been granted under Section 10.1) prior to the date of determination of Excess Cash Flow for such fiscal year as a result of any Asset Sale or Recovery Event;

(x) the aggregate amount of any premium or penalty actually paid in cash that is required to be made in connection with any prepayment of Indebtedness;

(xi) cash payments by the Borrower and its Restricted Subsidiaries during such period in respect of long-term liabilities of the Borrower and its Subsidiaries other than Indebtedness;

(xii) the aggregate amount of expenditures actually made by the Borrower and its Restricted Subsidiaries in cash during such period (including expenditures for the payment of financing fees) to the extent that such expenditures are not expensed during such period and are not deducted in calculating Consolidated Net Income;

(xiii) cash expenditures in respect of Hedge Agreements during such period to the extent not deducted in arriving at such Consolidated Net Income;

(xiv) the amount of taxes (including penalties and interest) paid in cash in such period or tax reserves set aside or payable (without duplication) in such period to the extent they exceed the amount of tax expense deducted in determining Consolidated Net Income for such period;

(xv) the amount of cash payments made in respect of pensions and other post-employment benefits in such period;

(xvi) payments made in respect of the minority equity interests of third parties in any non-wholly owned Restricted Subsidiary in such period, including pursuant to dividends declared or paid on Capital Stock held by third parties in respect of such non-wholly-owned Restricted Subsidiary; and

(xvii) the amount representing accrued expenses for cash payments (including with respect to retirement plan obligations) that are not paid in cash in such fiscal year, provided that such amounts will be added to Consolidated Excess Cash Flow for the following fiscal year to the extent not paid in cash during such following fiscal year.

"Excess Cash Flow Application Date": as defined in Section 2.12(c).

"Excess Cash Flow Percentage": 50%; provided that the Excess Cash Flow Percentage shall be reduced to (a) 25% if the Consolidated Total Leverage Ratio as of the last day of the relevant fiscal year is not greater than 3.75 to 1.00 and (b) to 0% if the Consolidated Total Leverage Ratio as of the last day of the relevant fiscal year is not greater than 2.25 to 1.00.

"Existing Credit Agreement": as defined in the recitals hereto.

"Excluded Capital Stock": (a) any Capital Stock with respect to which, in the reasonable judgment of Administrative Agent (confirmed by notice to the Borrower), (i) the cost of pledging such Capital Stock in favor of the Secured Parties under the Security Documents shall be excessive in view of the benefits to be obtained by the Lenders therefrom or (ii) would result in adverse tax consequences, (b) solely in the case of any pledge of Capital Stock of any Foreign Subsidiary or any Foreign Subsidiary Holding Company to secure the Obligations, any Capital Stock of any class of such Foreign Subsidiary or such Foreign Subsidiary Holding Company in excess of 65% of the outstanding Capital Stock of such class (such percentage to be adjusted by mutual agreement (not to be unreasonably withheld) upon any change in law as may be required to avoid adverse U.S. federal income tax consequences to the Borrower or any Subsidiary), (c) any Capital Stock to the extent the pledge thereof would violate any applicable Requirement of Law, (d) the Capital Stock of any Special Purpose Entity, any Immaterial Subsidiary (for so long as such Subsidiary remains an Immaterial Subsidiary) or any Unrestricted Subsidiary and (e) in the case of any Capital Stock of any Subsidiary that is subject of a Lien permitted under Section 7.3(g) securing Indebtedness permitted under Section 7.2(t) or (u) any Capital Stock of each such Subsidiary to the extent that (i) a pledge thereof to secure the Obligations is prohibited by any applicable Contractual Obligations (other than customary non-assignment provisions which are ineffective under the Uniform Commercial Code) or (ii) any Contractual Obligation prohibits such a pledge without the consent of the other party; provided that this clause (ii) shall not apply if (A) such other party is a Loan Party or a wholly-owned Subsidiary or (B) consent has been obtained to consummate such pledge and for so long as such Contractual Obligation or replacement or renewal thereof is in effect or (iii) a pledge thereof to secure the Obligations would give any other party to a Contractual Obligation the right to terminate its obligations thereunder (other than customary non-assignment provisions which are ineffective under the Uniform Commercial Code or other applicable law); provided that this clause (iii) shall not apply if such other party is a Loan Party or a wholly-owned Subsidiary.

"Excluded Collateral": as defined in Section 4.17(a).

"Excluded Real Property": (a) any Real Property that is subject to a Lien expressly permitted by Section 7.3(g) or 7.3(z), (b) any Real Property with respect to which, in the reasonable judgment of Administrative Agent (confirmed by notice to the Borrower) the cost of providing a mortgage on such Real Property in favor of the Secured Parties under the Security Documents shall be excessive in view of the benefits to be obtained by the Lenders therefrom and (c) any Real Property to the extent providing a mortgage on such Real Property would (i) result in adverse tax consequences as reasonably determined by the Administrative Agent, (ii) violate any applicable Requirement of Law, (iii) be prohibited by any applicable Contractual Obligations (other than customary non-assignment provisions which are ineffective under the Uniform Commercial Code) or (iv) give any other party (other than a Loan Party or a wholly-owned Subsidiary) to any contract, agreement, instrument or indenture governing such Real Property the right to terminate its obligations thereunder (other than customary non-assignment provisions which are ineffective under the Uniform Commercial Code or other applicable law).

"Excluded Subsidiary": (a) each Domestic Subsidiary which is an Immaterial Subsidiary as of the Closing Date and listed on Schedule 1.1 and each future Domestic Subsidiary which is an Immaterial Subsidiary, in each case, for so long as such Subsidiary remains an Immaterial Subsidiary,

(b) each Domestic Subsidiary that is not a wholly-owned Subsidiary on any date such Subsidiary would otherwise be required to become a Guarantor pursuant to the requirements of Section 6.8(c) (for so long as such Subsidiary remains a non-wholly-owned Restricted Subsidiary), (c) any Foreign Subsidiary Holding Company, (d) each Domestic Subsidiary that is a Subsidiary of a Foreign Subsidiary, (e) each Unrestricted Subsidiary, (f) each Domestic Subsidiary to the extent that (i) such Domestic Subsidiary is prohibited by any applicable Contractual Obligation or Requirement of Law from guaranteeing the Obligations, (ii) any Contractual Obligation prohibits such guarantee without the consent of the other party or (iii) a guarantee of the Obligations would give any other party to a Contractual Obligation the right to terminate its obligation thereunder; provided that clauses (ii) and (iii) shall not be applicable if (A) such other party is a Loan Party or a wholly-owned Subsidiary or (B) consent has been obtained to provide such pledge and for so long as such Contractual Obligation or replacement or renewal thereof is in effect, (g) any Subsidiary that is a Special Purpose Entity or (h) any other Domestic Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent (confirmed by notice to the Borrower) the cost of providing a guarantee is excessive in view of the benefits to be obtained by the Lenders.

"Existing Revolving Commitment": with respect to any Revolving Lender, the Revolving Commitment of such Revolving Lender immediately prior to the Amendment and Restatement Effective Date, in the amount set forth under the heading "Existing Revolving Commitment" opposite such Lender's name on Schedule 2.1A. The aggregate amount of the Existing Revolving Commitments is $100,000,000.

"Facility": each of (a) the Tranche A Term Commitments and the Tranche A Term Loans made thereunder (the "Tranche A Term Facility"), (b) the Tranche B Term Commitments and the Tranche B Term Loans made thereunder (the "Tranche B Term Facility"), (c) the Tranche C Term Commitments and the Tranche C Term Loans made thereunder (the "Tranche C Term Facility"), (d) any New Loan Commitments and the New Loans made thereunder (a "New Facility") and (e) the Revolving Commitments and the extensions of credit made thereunder (the "Revolving Facility").

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

"Fee Payment Date": commencing on September 30, 2008, (a) the last Business Day of each March, June, September and December and (b) the last day of the Revolving Commitment Period.

"First Amendment": Amendment No. 1 to Credit Agreement, dated as of December 8, 2009, among Holdings, the Borrower, the Lenders party thereto and the Agents, providing for the amendment and restatement of the Existing Credit Agreement in the form of this Agreement.

"Foreign Subsidiary": any Restricted Subsidiary of the Borrower that is not a Domestic Subsidiary.

"Foreign Subsidiary Holding Company": any Restricted Subsidiary of the Borrower which is a Domestic Subsidiary substantially all of the assets of which consist of the Capital Stock of one or more Foreign Subsidiaries.

"Funded Debt": with respect to any Person, all Indebtedness of such Person of the types described in clauses (a), (b), (e), (g)(ii) or, to the extent related to Indebtedness of the types described in the preceding clauses, (d) of the definition of "Indebtedness".

"Funding Office": the office of the Administrative Agent specified in Section 10.2 or such other office as may be specified from time to time by the Administrative Agent as its funding office by written notice to the Borrower and the Lenders.

"GAAP": generally accepted accounting principles in the United States as in effect from time to time.

"Governmental Authority": any nation or government, any state, province or other political subdivision thereof and any governmental entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and, as to any Lender, any securities exchange and any self regulatory organization (including the National Association of Insurance Commissioners).

"Government Contracts": as defined in the Guarantee and Collateral Agreement.

"Guarantee and Collateral Agreement": the Guarantee and Collateral Agreement, dated as of July 31, 2008, among Holdings, the Borrower and each Subsidiary Guarantor, substantially in the form of Exhibit A, as the same may be amended, supplemented or otherwise modified from time to time.

"Guarantee Obligation": as to any Person (the "guaranteeing person"), any obligation of (a) the guaranteeing person or (b) another Person (including, without limitation, any bank under any letter of credit) pursuant to which the guaranteeing person has issued a guarantee, reimbursement, counterindemnity or similar obligation, in either case guaranteeing or by which such Person becomes contingently liable for any Indebtedness (the "primary obligations") of any other third Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any Property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase Property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or disposition of assets or any Investment permitted under this Agreement. The amount of any Guarantee Obligation of any guaranteeing Person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case, the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof (assuming such person is required to perform thereunder) as determined by such Person in good faith.

"Guarantors": the collective reference to Holdings and the Subsidiary Guarantors.

"Hedge Agreements": all agreements with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions, in each case, entered into by the Borrower or any Restricted Subsidiary.

"Holdings": as defined in the preamble hereto.

"Holdings IPO": the issuance by Holdings or any Parent Company of its common Capital Stock in an underwritten primary public offering (other than a public offering pursuant to a registration statement on Form S-8) pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act whether alone or in connection with a secondary public offering.

"Immaterial Subsidiary": on any date, any Subsidiary of the Borrower that has had less than 5% of Consolidated Total Assets and 5% of annual consolidated revenues of the Borrower and its Restricted Subsidiaries as reflected on the most recent financial statements delivered pursuant to Section 6.1 prior to such date; provided that at no time shall all Immaterial Subsidiaries have in the aggregate Consolidated Total Assets or annual consolidated revenues (as reflected on the most recent financial statements delivered pursuant to Section 6.1 prior to such time) in excess of 7.5% of Consolidated Total Assets or annual consolidated revenues, respectively, of the Borrower and its Restricted Subsidiaries.

"Increased Amount Date": as defined in Section 2.25.

"Indebtedness" of any Person: without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person for the deferred purchase price of Property or services already received, (d) all Guarantee Obligations by such Person of Indebtedness of others, (e) all Capital Lease Obligations of such Person, (f) all payments that such Person would have to make in the event of an early termination, on the date Indebtedness of such Person is being determined in respect of outstanding Hedge Agreements (such payments in respect of any Hedge Agreement with a counterparty being calculated subject to and in accordance with any netting provisions in such Hedge Agreement), (g) the principal component of all obligations, contingent or otherwise, of such Person (i) as an account party in respect of letters of credit (other than any letters of credit, bank guarantees or similar instrument in respect of which a back-to-back letter of credit has been issued under or permitted by this Credit Agreement) and (ii) in respect of bankers' acceptances; provided that Indebtedness shall not include (A) trade and other ordinary course payables, accrued expenses and intercompany liabilities arising in the ordinary course of business, (B) prepaid or deferred revenue arising in the ordinary course of business, (C) purchase price holdbacks arising in the ordinary course of business in respect of a portion of the purchase price of an asset to satisfy unperformed obligations of the seller of such asset or (D) earn-out and other contingent obligations until such obligations become a liability on the balance sheet of such Person in accordance with GAAP. The Indebtedness of any Person shall include the Indebtedness of any partnership in which such Person is a general Partner, other than to the extent that the instrument or agreement evidencing such Indebtedness expressly limits the liability of such Person in respect thereof.

"Indebtedness for Borrowed Money": (a) to the extent the following would be reflected on a consolidated balance sheet of the Borrower and its Restricted Subsidiaries prepared in accordance with GAAP, the principal amount of all Indebtedness of the Borrower and its Restricted Subsidiaries with respect to (i) borrowed money, evidenced by debt securities, debentures, acceptances, notes or other similar instruments and (ii) Capital Lease Obligations, (b) reimbursement obligations for letters of credit

and financial guarantees (without duplication) (other than ordinary course of business contingent reimbursement obligations) and (c) Hedge Agreements; provided that the Obligations shall not constitute Indebtedness for Borrowed Money.

"Indemnified Liabilities": as defined in Section 10.5.

"Indemnitee": as defined in Section 10.5.

"Initial Borrower": Explorer Merger Sub Corporation, a Delaware corporation that was merged into the Borrower on the Closing Date.

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

"Insolvent": pertaining to a condition of Insolvency.

"Instrument": as defined in the Guarantee and Collateral Agreement.

"Intellectual Property": the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, copyrights, copyright licenses, domain names, patents, patent licenses, trademarks, trademark licenses, trade names, technology, know-how and processes, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Interest Payment Date": (a) commencing on September 30, 2008, as to any ABR Loan, the last Business Day of each March, June, September and December to occur while such Loan is outstanding and the final maturity date of such Loan, (b) as to any Eurocurrency Loan having an Interest Period of three months or less, the last day of such Interest Period, (c) as to any Eurocurrency Loan having an Interest Period longer than three months, each day that is three months, or a whole multiple thereof, after the first day of such Interest Period and the last day of such Interest Period and (d) as to any Loan (other than any Revolving Loan that is an ABR Loan and any Swingline Loan), the date of any repayment or prepayment made in respect thereof.

"Interest Period": as to any Eurocurrency Loan, (a) initially, the period commencing on the borrowing or conversion date, as the case may be, with respect to such Eurocurrency Loan and ending one, two, three or six or (if available from all Lenders under the relevant Facility) nine or twelve months (or such other period acceptable to all such Lenders) thereafter, as selected by the Borrower in its notice of borrowing or notice of continuation or conversion, as the case may be, given with respect thereto; and (b) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to such Eurocurrency Loan and ending one, two, three or six or (with the consent of each affected Lender under the relevant Facility) nine or twelve months (or such other period acceptable to all such Lenders) thereafter, as selected by the Borrower by irrevocable notice to the Administrative Agent not later than 1:00 P.M., New York City time, on the date that is three Business Days prior to the last day of the then current Interest Period with respect thereto; provided that all of the foregoing provisions relating to Interest Periods are subject to the following:

(i) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such

extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;

(ii) any Interest Period that would otherwise extend beyond the scheduled Revolving Termination Date or beyond the date final payment is due on the Term Loans shall end on the Revolving Termination Date or such due date, as applicable; and

(iii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month.

"Investments": as defined in Section 7.7.

"Issuing Lenders": (a) Credit Suisse AG, Cayman Islands Branch, (f/k/a Credit Suisse) and (b) any other Revolving Lender from time to time designated by the Borrower, in its sole discretion, as an Issuing Lender with the consent of such other Revolving Lender.

"Joinder Agreement": an agreement substantially in the form of Exhibit H.

"Joint Bookrunners": Banc of America Securities LLC, Credit Suisse Securities (USA) LLC, Barclays Capital, the investment banking division of Barclays Bank PLC, Goldman Sachs Credit Partners L.P. and Morgan Stanley Senior Funding, Inc, in their capacity as joint bookrunners.

"L/C Commitment": $60,000,000.

"L/C Obligations": at any time, an amount equal to the sum of (a) the aggregate then undrawn and unexpired face amount of the then outstanding Letters of Credit and (b) the aggregate amount of drawings under Letters of Credit that have not then been reimbursed. The L/C Obligations of any Lender at any time shall be its Revolving Percentage of the total L/C Obligations at such time.

"L/C Participants": the collective reference to all the Revolving Lenders other than the applicable Issuing Lender.

"Lead Arrangers": Banc of America Securities LLC and Credit Suisse Securities (USA) LLC in their capacity as joint lead arrangers.

"Lenders": as defined in the preamble hereto.

"Letters of Credit": as defined in Section 3.1(a).

"Lien": any mortgage, pledge, hypothecation, collateral assignment, encumbrance, lien (statutory or other), charge or other security interest or any other security agreement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing). For the avoidance of doubt, it is understood and agreed that the Borrower and any Restricted Subsidiary may, as part of its business, grant licenses to third parties to use Intellectual Property owned or developed by, or licensed to, such entity. For purposes of this Agreement and the other Loan Documents, such licensing activity, and licenses granted pursuant to the Merger Documents, shall not constitute a "Lien" on such Intellectual Property. Each of the Administrative Agent and each Lender understands that any such licenses may be exclusive to the applicable licensees, and such exclusivity provisions may limit the ability of the Administrative Agent

to utilize, sell, lease, license or transfer the related Intellectual Property or otherwise realize value from such Intellectual Property pursuant hereto.

"Loan": any loan made by any Lender pursuant to this Agreement.

"Loan Documents": the collective reference to this Agreement, the Security Documents and the Notes (if any) and any amendment, waiver, supplement or other modification to any of the foregoing.

"Loan Parties": Holdings, the Borrower and each Subsidiary Guarantor.

"Majority Facility Lenders": with respect to any Facility, the holders of more than 50% of the aggregate unpaid principal amount of the Tranche A Term Loans, Tranche B Term Loans, Tranche C Term Loans, New Loans or the Revolving Extensions of Credit, as the case may be, outstanding under such Facility (or (i) in the case of the Revolving Facility, prior to any termination of the Revolving Commitments under such Facility, the holders of more than 50% of the Revolving Commitments under such Facility or (ii) in the case of any New Facility that is a revolving credit facility, prior to any termination of the New Loan Commitments under such Facility, the holders of more than 50% of the New Loan Commitments under such Facility); provided, however, that determinations of the "Majority Facility Lenders" shall exclude any Commitments or Loans held by the Carlyle Fund.

"Majority Revolving Facility Lenders": the Majority Facility Lenders in respect of the Revolving Facility.

"Majority Tranche A Term Facility Lenders": the Majority Facility Lenders in respect of the Tranche A Term Facility.

"Majority Tranche B Term Facility Lenders": the Majority Facility Lenders in respect of the Tranche B Term Facility.

"Majority Tranche C Term Facility Lenders": the Majority Facility Lenders in respect of the Tranche C Term Facility.

"Management Agreement": the Management Agreement, by and between Explorer Holding Corporation, the Borrower and TC Group V, L.L.C., as in effect on the Closing Date and as modified from time to time with the consent of the Administrative Agent (which consent shall not be unreasonably withheld or delayed).

"Mandatory Prepayment Date": as defined in Section 2.12(e).

"Material Adverse Effect": a material adverse effect on (a) the business, operations, assets, financial condition or results of operations of the Borrower and its Restricted Subsidiaries, taken as a whole, or (b) the material rights and remedies available to the Administrative Agent and the Lenders, taken as a whole, under the Loan Documents.

"Material Real Property": any Real Property located in the United States and owned in fee by a Loan Party on the Closing Date having an estimated fair market value (in the good faith judgment of such Loan Party) exceeding $2,000,000 and any after-acquired Real Property located in the United States owned by a Loan Party having a gross purchase price exceeding $2,000,000 at the time of acquisition.

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

"Materials of Environmental Concern": any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products, polychlorinated biphenyls, urea-formaldehyde insulation, asbestos, pollutants, contaminants, radioactivity and any other substances that are defined as hazardous or toxic under any Environmental Law, that are regulated pursuant to any Environmental Law.

"Merger Agreement": the Agreement and Plan of Merger, dated as of May 15, 2008, by and among, Holdings, the Company, Explorer Holding Corporation, the Initial Borrower and Booz & Company Inc.

"Merger Documents": collectively, the Merger Agreement, the Spin Off Agreement, and all schedules, exhibits, annexes and amendments thereto (including the execution versions of any agreements that are exhibits or annexes thereto), in each case, as amended, supplemented or otherwise modified from time to time.

"Merger Transactions": the transactions contemplated by the Merger Documents.

"Mezzanine Facility Indebtedness": Indebtedness incurred under the Mezzanine Loan Facility.

"Mezzanine Loan Agreement": the Mezzanine Credit Agreement, dated as of July 31, 2008, among the Borrower, the lenders from time to time parties thereto, Credit Suisse AG, Cayman Islands Branch (f/k/a Credit Suisse), as administrative agent, and Credit Suisse Securities (USA) LLC, Banc of America Securities LLC and Lehman Brothers Inc., as joint lead arrangers and joint bookrunners, as such agreement may be amended, supplemented or otherwise modified from time to time or refunded, refinanced, restructured, replaced, renewed, repaid, increased or extended from time to time to the extent not prohibited by this Agreement (whether in whole or in part, whether with the original administrative agent and lenders or other agents and lenders or otherwise, and whether provided under the original Mezzanine Loan Agreement or other credit agreements, indentures or otherwise, unless such agreement or instrument expressly provides that it is not intended to be and is not a Mezzanine Loan Agreement hereunder).

"Mezzanine Loan Documents": the Loan Documents as defined in the Mezzanine Loan Agreement or any other documentation evidencing any Mezzanine Loan Facility, as the same may be amended, supplemented or otherwise modified, extended, renewed, refinanced or replaced from time to time to the extent not prohibited by this Agreement.

"Mezzanine Loan Facility": the collective reference to the Mezzanine Loan Agreement, any Mezzanine Loan Documents, any notes issued pursuant thereto and any guarantee agreement, and other instruments and documents executed and delivered pursuant to or in connection with any of the foregoing, in each case as the same may be amended, supplemented or otherwise modified from time to time, or refunded, refinanced, restructured, replaced, renewed, repaid, increased or extended from time to time (whether in whole or in part, whether with the original agent and lenders or other agents and lenders or otherwise, and whether provided under the original Mezzanine Loan Agreement or other credit agreements, indentures or otherwise, unless such agreement expressly provides that it is not intended to be and is not a Mezzanine Loan Facility hereunder).

"Mezzanine Loans": the loans made pursuant to the Mezzanine Loan Agreement.

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

"Mortgaged Properties": all Real Property that shall be subject to a Mortgage that is delivered pursuant to the terms of this Agreement.

"Mortgage": any mortgage, deed of trust, hypothec, assignment of leases and rents or other similar document delivered on or after the Closing Date by any Loan Party in favor of, or for the benefit of, the Collateral Agent for the benefit of the Secured Parties, with respect to Mortgaged Properties, each substantially in form and substance reasonably acceptable to the Administrative Agent and the Borrower (taking into account the law of the jurisdiction in which such mortgage, deed of trust, hypothec or similar document is to be recorded), as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

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

"Net Cash Proceeds": (a) in connection with any Asset Sale or any Recovery Event, the proceeds thereof in the form of cash, Cash Equivalents and Permitted Liquid Investments (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received) received by any Loan Party, net of (i) attorneys' fees, accountants' fees, investment banking fees, consulting fees, amounts required to be applied to the repayment of Indebtedness secured by a Lien expressly permitted hereunder on any asset which is the subject of such Asset Sale or Recovery Event (other than any Lien pursuant to a Security Document) and other customary fees and expenses actually incurred by any Loan Party in connection therewith; (ii) taxes paid or reasonably estimated to be payable by any Loan Party as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements); (iii) the amount of any reasonable reserve established in accordance with GAAP against any liabilities (other than any taxes deducted pursuant to clause (ii) above) (A) associated with the assets that are the subject of such event and (B) retained by the Borrower or any of the Restricted Subsidiaries, provided that the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Cash Proceeds of such event occurring on the date of such reduction and (iv) the pro rata portion of the Net Cash Proceeds thereof (calculated without regard to this clause (iv)) attributable to minority interests and not available for distribution to or for the account of the Borrower or any Domestic Subsidiary as a result thereof and (b) in connection with any Equity Issuance or other issuance or sale of debt securities or instruments or the incurrence of Funded Debt, the cash proceeds received from such issuance or incurrence, net of attorneys' fees, investment banking fees, accountants' fees, consulting fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith.

"New Facility": as defined in the definition of "Facility".

"New Lender": as defined in Section 2.25.

"New Loan Commitments": as defined in Section 2.25.

"New Loans": any loan made by any New Lender pursuant to this Agreement.

"New Revolving Loans": as defined in Section 2.25.

"New Subsidiary": as defined in Section 7.2(t).

"New Term Lender": a Lender that has a New Term Loan.

"New Term Loans": as defined in Section 2.25.

"Non-Excluded Subsidiary": any Subsidiary of the Borrower which is not an Excluded Subsidiary.

"Non-Excluded Taxes": as defined in Section 2.20(a).

"Non-Guarantor Subsidiary": any Subsidiary of the Borrower which is not a Subsidiary Guarantor.

"Non-Recourse Debt": Indebtedness (a) with respect to which no default would permit (upon notice, lapse of time or both) any holder of any other Indebtedness of Holdings, the Borrower or any of its Restricted Subsidiaries to declare a default on such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity and (b) as to which the lenders or holders thereof will not have any recourse to the capital stock or assets of Holdings, the Borrower or any of its Restricted Subsidiaries.

"Non-US Lender": as defined in Section 2.20(d).

"Note": any promissory note evidencing any Loan, which promissory note shall be in the form of Exhibit J-1, Exhibit J-2, Exhibit J-3 or Exhibit J-4, as applicable, or such other form as agreed upon by the Administrative Agent and the Borrower.

"Obligations": the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Loans and Reimbursement Obligations and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed or allowable in such proceeding) the Loans, the Reimbursement Obligations and all other obligations and liabilities of the Borrower to the Administrative Agent, the Collateral Agent or to any Lender (or, in the case of Specified Hedge Agreements or Cash Management Obligations of the Borrower or any of its Subsidiaries to the Administrative Agent, the Collateral Agent, any Lender or any affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, in each case, which may arise under, out of, or in connection with, this Agreement, any other Loan Document, the Letters of Credit, any Specified Hedge Agreement or Cash Management Obligations or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all fees, charges and disbursements of counsel to the Administrative Agent or any Lender that are required to be paid by the Borrower pursuant hereto) or otherwise; provided that (a) obligations of the Borrower or any of the Subsidiary Guarantors under any Specified Hedge Agreement or any Cash Management Obligations shall be secured and guaranteed pursuant to the Security Documents only to the extent that, and for so long as, the other Obligations are so secured and guaranteed and (b) any release of Collateral or Guarantors effected in the manner permitted by this Agreement shall not require the consent of holders of obligations under Specified Hedge Agreements or Cash Management Obligations.

"Offer": as defined in Section 2.11(c)(i).

"Offer Loans": as defined in Section 2.11(c)(i).

"Other Taxes": any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"Parent Company": any direct or indirect parent of Holdings.

"Participant": as defined in Section 10.6(c).

"Payment Amount": as defined in Section 3.5.

"PBGC": the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

"Permitted Acquisition": (a) any acquisition (including, if applicable, in the case of any Intellectual Property, by way of license) approved by the Required Lenders, (b) any acquisition made solely with the Net Cash Proceeds of any substantially concurrent Equity Issuance or capital contribution (other than Disqualified Capital Stock) or (c) any acquisition of a majority controlling interest in the Capital Stock, or all or substantially all of the assets, of any Person, or of all or substantially all of the assets constituting a division, product line or business line of any Person (each, an "Acquisition"), if such Acquisition described in this clause (c) complies with the following criteria:

(a) no Event of Default shall be in effect immediately prior or after giving effect to such Acquisition; and

(b) if the total consideration (other than any equity consideration) in respect of such Acquisition exceeds $10,000,000, the Borrower shall have delivered to the Administrative Agent a certificate of the Borrower signed by a Responsible Officer to such effect, together with all relevant financial information for such Subsidiary or asset to be acquired reasonably requested by the Administrative Agent prior to such acquisition to the extent available.

"Permitted Business": the Business and any services, activities or businesses incidental or directly related or similar to any line of business engaged in by the Borrower and its Subsidiaries as of the Closing Date or any business activity that is a reasonable extension, development or expansion thereof or ancillary thereto.

"Permitted Investors": the collective reference to the Sponsor and its Affiliates (but excluding any operating portfolio companies of the foregoing), the members of management of Holdings and its Subsidiaries that have ownership interests in Holdings as of the Closing Date, and the directors of Holdings and its Subsidiaries or any Parent Company on, or as of no later than 60 days following, the Closing Date.

"Permitted Liquid Investments": (a) securities issued or directly and fully and unconditionally guaranteed or insured by the United States government or any agency or instrumentality thereof the securities of which are unconditionally guaranteed as a full faith and credit obligation of such government with maturities of 24 months or less from the date of acquisition, (b) certificates of deposit, time deposits and eurodollar time deposits with maturities of 24 months or less from the date of acquisition, bankers' acceptances with maturities not exceeding 24 months and overnight bank deposits,

in each case, with any domestic commercial bank having capital and surplus in excess of $250,000,000, (c) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clauses (a) and (b) above entered into with any financial institution meeting the qualifications specified in clause (b) above, (d) commercial paper having a rating of at least A-1 from S&P or P-1 from Moody's (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another rating agency) and maturing within 24 months after the date of acquisition and Indebtedness and Preferred Stock issued by Persons with a rating of "A" or higher from S&P or "A2" or higher from Moody's with maturities of 24 months or less from the date of acquisition, (e) readily marketable direct obligations issued by any state of the United States or any political subdivision thereof having one of the two highest rating categories obtainable from either Moody's or S&P with maturities of 24 months or less from the date of acquisition, (f) marketable short-term money market and similar securities having a rating of at least P-1 or A-1 from Moody's or S&P, respectively (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another rating agency) and in each case maturing within 24 months after the date of creation or acquisition thereof, (g) Investments with average maturities of 12 months or less from the date of acquisition in money market funds rated AA- (or the equivalent thereof) or better by S&P or Aa3 (or the equivalent thereof) or better by Moody's, (h) instruments equivalent to those referred to in clauses (a) through (g) above denominated in euro or pound sterling or any other foreign currency comparable in credit quality and tenor to those referred to above and customarily used by corporations for cash management purposes in any jurisdiction outside the United States to the extent reasonably required in connection with any business conducted by any Restricted Subsidiary organized in such jurisdiction including, without limitation, certificates of deposit or bankers' acceptances of, and bank deposits with, any bank organized under the laws of any country that is a member of the European Economic Community or Canada or any subdivision thereof, whose short-term commercial paper rating from S&P is at least A-1 or the equivalent thereof or from Moody's is at least P-1 or the equivalent thereof, in each case with maturities of not more than 24 months from the date of acquisition and (i) investment in funds which invest substantially all of their assets in Cash Equivalents of the kinds described in clauses (a) through (h) of this definition.

"Permitted Refinancings": with respect to any Person, refinancings, replacements, modifications, refundings, renewals or extensions of Indebtedness provided that (a) there is no increase in the principal amount (or accrued value) thereof (excluding accrued interest, fees, discounts, premiums and expenses), (b) the weighted average life to maturity of such Indebtedness is greater than or equal to the shorter of (i) the weighted average life to maturity of the Indebtedness being refinanced and (ii) the weighted average life to maturity that would result if all payments of principal on the Indebtedness being refinanced that were due on or after the date that is one year following the Tranche B Term Maturity Date were instead due one year following the Tranche B Term Maturity Date, (c) if the Indebtedness being refinanced, refunded, modified, renewed or extended is subordinated in right of payment to the Obligations, such refinancing, refunding, modification, renewal or extension is subordinated in right of payment to the Obligations (A) on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being refinanced, refunded, modified, renewed or extended, (B) on terms consistent with the then-prevailing market terms for subordination of comparable Indebtedness or (C) on terms to which the Administrative Agent shall agree, (d) the terms and conditions (including, if applicable, as to collateral) of any such refinanced, refunded, modified, renewed or extended Indebtedness are not materially less favorable to the Lenders than the terms and conditions of the Indebtedness being modified, refinanced, refunded, renewed or extended, (e) no Default or Event of Default shall have occurred and be continuing at the time thereof or no Default or Event of Default would result from any such refinancing, refunding, modification, renewal or extension and (f) with respect to any such Indebtedness that is secured, neither the Borrower nor any Restricted Subsidiary shall be an obligor or guarantor of any such refinancings, replacements, refundings, renewals or extensions except to

the extent that such Person was such an obligor or guarantor in respect of the applicable Indebtedness being modified, refinanced, refunded, renewed or extended.

"Permitted Subordinated Indebtedness": unsecured, senior subordinated or subordinated Indebtedness of the Borrower or any Restricted Subsidiary (including guarantees thereof by the Borrower or any Guarantor, as applicable), provided that (a) no scheduled principal payments, mandatory prepayments, redemptions or sinking fund payments of any Permitted Subordinated Indebtedness shall be required prior to the date at least 180 days following the Tranche B Term Maturity Date (or, such later date that is the latest final maturity date of any incremental extensions of credit hereunder) (other than customary offers to purchase upon a change of control, asset sale, customary acceleration rights upon an event of default and AHYDO Payments), (b) the covenants and events of default of such Permitted Subordinated Indebtedness (i) shall be, taken as a whole, customary for Indebtedness of a similar nature as such Permitted Subordinated Indebtedness or (ii) shall otherwise not have been objected to by the Administrative Agent, after the Administrative Agent shall have been afforded a period of five Business Days to review such terms of such Permitted Subordinated Indebtedness, (c) the terms of subordination applicable to any Permitted Subordinated Indebtedness shall be (i) taken as a whole, customary for unsecured subordinated high yield debt securities issued by any Affiliates of the Sponsor or (ii) shall otherwise not have been objected to by the Administrative Agent, after the Administrative Agent shall have been afforded a period of five Business Days to review such terms of such Permitted Subordinated Indebtedness and (d) no Default or Event of Default shall have occurred and be continuing at the time of incurrence of such Indebtedness or would result therefrom.

"Person": an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Plan": at a particular time, any employee benefit plan as defined in Section 3(3) of ERISA and in respect of which Holdings, the Borrower or any of its Restricted Subsidiaries is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA, including a Multiemployer Plan.

"Pledged Securities": as defined in the Guarantee and Collateral Agreement.

"Pledged Stock": as defined in the Guarantee and Collateral Agreement.

"Prepayment Option Notice": as defined in Section 2.12(e).

"Pricing Grid": the table set forth below:

Consolidated Total Leverage Ratio	Applicable Margin for Tranche A Term Loans that are Eurocurrency Loans	Applicable Margin for Tranche A Term Loans that are ABR Loans	Applicable Margin for Revolving Loans that are Eurocurrency Loans	Applicable Margin for Revolving Loans that are ABR Loans and Swingline Loans	Applicable Commitment Fee Rate
≥ 4.00:1.00	4.00%	3.00%	4.00%	3.00%	
< 4.00:1.00	3.75%	2.75%	3.75%	2.75%	
≥ 3.50:1.00					0.500%
< 3.50:1.00					0.375%

Changes in the Applicable Margin with respect to Loans or the Applicable Commitment Fee Rate resulting from changes in the Consolidated Total Leverage Ratio shall become effective on the date on which financial statements are delivered to the Lenders pursuant to Section 6.1 and shall remain in effect until the next change to be effected pursuant to this paragraph. If any financial statements referred to above are not delivered within the time periods specified in Section 6.1, then, at the option of (and upon the delivery of notice (telephonic or otherwise) by) the Administrative Agent or the Required Lenders, until such financial statements are delivered, the Consolidated Total Leverage Ratio as at the end of the fiscal period that would have been covered thereby shall for the purposes of this definition be deemed to be greater than 4.00 to 1.00. In addition, at all times while an Event of Default set forth in Section 8.1(a) or 8.1(f) shall have occurred and be continuing, the Consolidated Total Leverage Ratio shall for the purposes of the Pricing Grid be deemed to be greater than 4.00 to 1.00.

"Prime Rate": as defined in the definition of "ABR".

"Property": any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including, without limitation, Capital Stock.

"Public Company Costs": costs relating to compliance with the provisions of the Securities Act and the Exchange Act, as applicable to companies with equity or debt securities held by the public, the rules of national securities exchange companies with listed equity or debt securities, directors' compensation, fees and expense reimbursement, costs relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors and officers' insurance and other executive costs, legal and other professional fees, and listing fees.

"Qualified Capital Stock": any Capital Stock that is not Disqualified Capital Stock.

"Rate Determination Notice": as defined in Section 2.22.

"Ratio Calculation Date": as defined in Section 1.3(a).

"Real Property": collectively, all right, title and interest of the Borrower or any other Subsidiary in and to any and all parcels of real property owned or operated by the Borrower or any other Subsidiary together with all improvements and appurtenant fixtures, easements and other property and rights incidental to the ownership, lease or operation thereof.

"Recapitalization Transactions": the incurrence by the Borrower of Tranche C Term Loans, and the use of the net proceeds thereof, together with other funds, to (i) pay dividends or make other distributions (including payments in respect of stock options) to holders of the Capital Stock of the Borrower, Holdings or any Parent Company and (ii) pay, or permit Holdings or any Parent Company to pay, amounts due in respect of the Deferred Obligation Amount under and as defined in the Merger Agreement.

"Recovery Event": any settlement of or payment in respect of any Property or casualty insurance claim or any condemnation proceeding relating to any asset of the Borrower or any Domestic Subsidiary that is a Restricted Subsidiary, in an amount for each such event exceeding $1,000,000.

"Reference Period": the period of four fiscal quarters most recently ended immediately prior to the date of any specified event for which financial statements have been delivered pursuant to Section 6.1.

"Refinanced Term Loans": as defined in Section 10.1.

"Refinancing": the repayment of certain existing Indebtedness of the Company on the Closing Date.

"Refunded Swingline Loans": as defined in Section 2.7(b).

"Register": as defined in Section 10.6(b)(iv).

"Regulation U": Regulation U of the Board as in effect from time to time.

"Reimbursement Obligation": the obligation of the Borrower to reimburse an Issuing Lender pursuant to Section 3.5 for amounts drawn under Letters of Credit issued by such Issuing Lender.

"Reinvestment Deferred Amount": with respect to any Reinvestment Event, the aggregate Net Cash Proceeds received by any Loan Party for its own account in connection therewith that are not applied to prepay the Term Loans pursuant to Section 2.12 as a result of the delivery of a Reinvestment Notice.

"Reinvestment Event": any Asset Sale or Recovery Event in respect of which a Loan Party has delivered a Reinvestment Notice.

"Reinvestment Notice": a written notice signed on behalf of any Loan Party by a Responsible Officer stating that such Loan Party (directly or indirectly through a Subsidiary) intends and expects to use all or a specified portion of the Net Cash Proceeds of an Asset Sale or Recovery Event to acquire assets or make investments useful in the Business.

"Reinvestment Prepayment Amount": with respect to any Reinvestment Event, the Reinvestment Deferred Amount relating thereto less any amount contractually committed by the applicable Loan Party (directly or indirectly through a Subsidiary) to be expended prior to the relevant Reinvestment Prepayment Date (a "Committed Reinvestment Amount"), or actually expended prior to such date, in each case to acquire assets or make investments useful in the Business.

"Reinvestment Prepayment Date": with respect to any Reinvestment Event, the earlier of (i) the date occurring 12 months after such Reinvestment Event and (ii) with respect to any portion of a Reinvestment Deferred Amount, the date on which any Loan Party shall have determined not to acquire assets or make investments useful in the Business with such portion of such Reinvestment Deferred Amount.

"Related Business Assets": assets (other than cash, Cash Equivalents or Permitted Liquid Investments) used or useful in a Permitted Business; provided that any assets received by the Borrower or a Restricted Subsidiary in exchange for assets transferred by the Borrower or a Restricted Subsidiary shall

not be deemed to be Related Business Assets if they consist of securities of a Person, unless upon receipt of the securities of such Person, such Person would become a Restricted Subsidiary.

"Release": any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment or within or upon any building, structure or facility.

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

"Replacement Term Loans": as defined in Section 10.1.

"Reportable Event": any of the events set forth in Section 4043(c) of ERISA, other than those events as to which the thirty day notice period is waived by the PBGC in accordance with the regulations thereunder.

"Representatives": as defined in Section 10.14.

"Repricing Transaction": any prepayment of the Tranche B Term Loans using proceeds of Indebtedness incurred by the Borrower or one or more Subsidiaries from a substantially concurrent issuance or incurrence of secured, syndicated term loans, including, without limitation, by way of Replacement Loans incurred pursuant to Section 10.1(d), provided by one or more banks, financial institutions or other Persons for which the interest rate payable thereon (disregarding any performance or ratings based pricing grid that could result in a lower interest rate based on future performance) is lower than the Eurocurrency Rate on the date of such optional prepayment plus the Applicable Margin with respect to the Tranche B Term Loans on the date of such optional prepayment, provided that the primary purpose of such prepayment is to refinance Tranche B Term Loans at a lower interest rate.

"Required Lenders": at any time, the holders of more than 50% of (a) until the Closing Date, the Commitments then in effect and (b) thereafter, the sum of (i) the aggregate unpaid principal amount of the Term Loans then outstanding, (ii) the Revolving Commitments then in effect or, if the Revolving Commitments have been terminated, the Revolving Extensions of Credit then outstanding and (iii) the New Loan Commitments then in effect in respect of any New Facility that is a revolving credit facility or, if such New Loan Commitments have been terminated, the New Revolving Loans then outstanding; provided, however, that determinations of the "Required Lenders" shall exclude any Commitments or Loans held by the Carlyle Fund.

"Required Prepayment Lenders": the holders of more than 50% of the aggregate unpaid principal amount of the Tranche A Term Loans, the Tranche B Term Loans and the Tranche C Term Loans.

"Requirement of Law": as to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

"Responsible Officer": the chief executive officer, president, chief financial officer (or similar title) controller or treasurer (or similar title) of Holdings or the Borrower, as applicable, or (with respect to Section 6.7) any Restricted Subsidiary and, with respect to financial matters, the chief financial

officer (or similar title), controller or treasurer (or similar title) of Holdings or the Borrower, as applicable.

"Restricted Payments": as defined in Section 7.6.

"Restricted Subsidiary": any Subsidiary of the Borrower which is not an Unrestricted Subsidiary.

"Revolving Commitment Period": the period from and including the Closing Date to the Revolving Termination Date.

"Revolving Commitments": as to any Revolving Lender, the obligation of such Lender, if any, to make Revolving Loans and participate in Swingline Loans and Letters of Credit in an aggregate principal and/or face amount not to exceed the amount set forth under the heading "Revolving Commitment" opposite such Lender's name on Schedule 2.1A, or, as the case may be, in the Assignment and Assumption pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof. The Revolving Commitment of each Revolving Lender as of the Amendment and Restatement Effective Date is equal to the sum of such Revolving Lender's Existing Revolving Commitment, if any, and Additional Revolving Commitment, if any. The aggregate amount of the Revolving Commitments as of the Amendment and Restatement Effective Date is $245,000,000.

"Revolving Extensions of Credit": as to any Revolving Lender at any time, an amount equal to the sum of, without duplication (a) the aggregate principal amount of all Revolving Loans held by such Lender then outstanding, (b) such Lender's Revolving Percentage of the L/C Obligations then outstanding and (c) such Lender's Revolving Percentage of the aggregate principal amount of Swingline Loans then outstanding.

"Revolving Facility": as defined in the definition of "Facility".

"Revolving Lender": each Lender that has a Revolving Commitment or that holds Revolving Loans.

"Revolving Loans": as defined in Section 2.4(a).

"Revolving Percentage" as to any Revolving Lender at any time, the percentage which such Lender's Revolving Commitment then constitutes of the aggregate Revolving Commitments or, at any time after the Revolving Commitments shall have expired or terminated, the percentage which such Revolving Lender's Revolving Extensions of Credit then outstanding constitutes of the aggregate Revolving Extensions of Credit then outstanding.

"Revolving Termination Date": the sixth anniversary of the Closing Date.

"S&P": Standard & Poor's Ratings Group, Inc., or any successor to the rating agency business thereof.

"Screen": the relevant display page for the Eurocurrency Base Rate (as reasonably determined by the Administrative Agent) on the Bloomberg Information Service or any successor thereto; provided that if the Administrative Agent determines that there is no such relevant display page or otherwise in Bloomberg for the Eurocurrency Base Rate, "Screen" means such other comparable publicly

available service for displaying the Eurocurrency Base Rate (as reasonably determined by the Administrative Agent).

"SEC": the Securities and Exchange Commission (or successors thereto or an analogous Governmental Authority).

"Secured Parties": collectively, the Lenders, the Administrative Agent, the Collateral Agent, the Swingline Lender, any Issuing Lender, any other holder from time to time of any of the Obligations and, in each case, their respective successors and permitted assigns.

"Securities Act": the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Security": as defined in the Guarantee and Collateral Agreement.

"Security Documents": the collective reference to the Guarantee and Collateral Agreement and all other security documents (including any Mortgages) hereafter delivered to the Administrative Agent or the Collateral Agent purporting to grant a Lien on any Property of any Loan Party to secure the Obligations.

"Single Employer Plan": any Plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA and in respect of which any Loan Party or any Commonly Controlled Entity is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Solvent": with respect to any Person, as of any date of determination, (a) the amount of the "present fair saleable value" of the assets of such Person will, as of such date, exceed the amount of all "liabilities of such Person, contingent or otherwise", as of such date, as such quoted terms are determined in accordance with applicable federal and state laws governing determinations of the solvency of debtors, (b) the present fair saleable value of the assets of such Person will, as of such date, be greater than the amount that will be required to pay the liability of such Person on its debts as such debts become absolute and matured, (c) such Person will not have, as of such date, an unreasonably small amount of capital with which to conduct its business and (d) such Person will be able to pay its debts as they mature. For purposes of this definition, (i) "debt" means liability on a "claim", (ii) "claim" means any (x) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (y) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured or unmatured, disputed, undisputed, secured or unsecured and (iii) except as otherwise provided by applicable law, the amount of "contingent liabilities" at any time shall be the amount thereof which, in light of all the facts and circumstances existing at such time, can reasonably be expected to become actual or matured liabilities.

"Special Purpose Entity": Booz Allen Hamilton Intellectual Property Holdings, LLC or any other Person formed or organized primarily for the purpose of holding trademarks, service marks, trade names, logos, slogans and/or internet domain names containing the mark "Booz" without the names "Allen" or "Hamilton" and licensing such marks to Booz & Company Inc. and its affiliates.

"Specified Equity Contribution": as defined in Section 8.2.

"Specified Hedge Agreement": any Hedge Agreement (a) entered into by (i) the Borrower or any Subsidiary Guarantor and (ii) any Lender or any affiliate thereof at the time such Hedge Agreement was entered into, as counterparty and (b) that has been designated by such Lender and the Borrower, by notice to the Administrative Agent, as a Specified Hedge Agreement. The designation of any Hedge Agreement as a Specified Hedge Agreement shall not create in favor of the Lender or affiliate thereof that is a party thereto any rights in connection with the management or release of any Collateral or of the obligations of any Guarantor under the Guarantee and Collateral Agreement. For the avoidance of doubt, all Hedge Agreements in existence on the Closing Date between the Borrower or any Subsidiary Guarantor and any Lender shall constitute Specified Hedge Agreements.

"Specified Representations": (a) the representations made by the Company in the Merger Agreement as are material to the interests of the Lenders, but only to the extent that the Borrower has the right to terminate its obligations under the Merger Agreement as a result of the breach of such representations and (b) the representations and warranties set forth in Sections 4.2(a), 4.4(a), 4.4(c), 4.11 and 4.13.

"Spin Off Agreement": the Spin Off Agreement, dated as of May 15, 2008, by and among the Company, Booz & Company Holdings, LLC, Booz & Company Inc., Booz & Company Intermediate I Inc. and Booz & Company Intermediate II Inc.

"Sponsor": The Carlyle Group and any Affiliates thereof (but excluding any operating portfolio companies of the foregoing).

"Subsidiary": as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the Board of Directors of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person; provided that any joint venture that is not required to be consolidated with the Borrower and its consolidated Subsidiaries in accordance with GAAP shall not be deemed to be a "Subsidiary" for purposes hereof. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a direct or indirect Subsidiary or Subsidiaries of the Borrower.

"Subsidiary Guarantors": (a) each Subsidiary other than any Excluded Subsidiary and (b) any other Subsidiary of the Borrower that is a party to the Guarantee and Collateral Agreement.

"Swingline Commitment": the obligation of the Swingline Lender to make Swingline Loans pursuant to Section 2.6 in an aggregate principal amount at any one time outstanding not to exceed $80,000,000.

"Swingline Lender": (a) Credit Suisse AG, Cayman Islands Branch (f/k/a Credit Suisse), in its capacity as the lender of Swingline Loans or (b) upon the resignation of Credit Suisse AG, Cayman Islands Branch (f/k/a Credit Suisse) as a Swingline Lender, any Revolving Lender from time to time designated by the Borrower, in its sole discretion, as the Swingline Lender (with the consent of such other Revolving Lender).

"Swingline Loans": as defined in Section 2.6(a).

"Swingline Participation Amount": as defined in Section 2.7(c).

"Taxes": all present and future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Lenders": the collective reference to the Tranche A Term Lenders, the Tranche B Term Lenders and the Tranche C Term Lenders.

"Term Loans": the collective reference to the Tranche A Term Loans, the Tranche B Term Loans, the Tranche C Term Loans and the New Term Loans, if any.

"Test Period": on any date of determination, the period of four consecutive fiscal quarters of the Borrower (in each case taken as one accounting period) most recently ended on or prior to such date for which financial statements have been or are required to be delivered pursuant to Section 6.1.

"Tranche": as defined in Section 2.25.

"Tranche A Term Commitment": as to any Lender, the obligation of such Lender, if any, to make a Tranche A Term Loan to the Borrower in a principal amount not to exceed the amount set forth under the heading "Tranche A Term Commitment" opposite such Lender's name on Schedule 2.1 to the Existing Credit Agreement, or, as the case may be, in the Assignment and Assumption pursuant to which such Lender became a party hereto. The original aggregate amount of the Tranche A Term Commitments is $125,000,000.

"Tranche A Term Facility": as defined in the definition of "Facility".

"Tranche A Term Lender": each Lender that has a Tranche A Term Commitment or that holds a Tranche A Term Loan.

"Tranche A Term Loan": as defined in Section 2.1.

"Tranche A Term Maturity Date": the sixth anniversary of the Closing Date.

"Tranche A Term Percentage": as to any Tranche A Term Lender at any time on the Closing Date (but prior to the initial funding of the Tranche A Term Loans), the percentage which the sum of such Lender's Tranche A Term Commitments then constitutes of the aggregate Tranche A Term Commitments (or, at any time after the Closing Date, the percentage which the aggregate principal amount of such Lender's Tranche A Term Loans then outstanding constitutes of the aggregate principal amount of the Tranche A Term Loans then outstanding).

"Tranche B Prepayment Amount": as defined in Section 2.12(e).

"Tranche B Term Commitment": as to any Lender, the obligation of such Lender, if any, to make a Tranche B Term Loan to the Borrower in a principal amount not to exceed the amount set forth under the heading "Tranche B Term Commitment" opposite such Lender's name on Schedule 2.1 to the Existing Credit Agreement, or, as the case may be, in the Assignment and Assumption pursuant to which such Lender became a party hereto. The original aggregate amount of the Tranche B Term Commitments is $585,000,000.

"Tranche B Term Facility": as defined in the definition of "Facility".

"Tranche B Term Lender": each Lender that has a Tranche B Term Commitment or that holds a Tranche B Term Loan.

"Tranche B Term Loan": as defined in Section 2.1.

"Tranche B Term Maturity Date": the seventh anniversary of the Closing Date.

"Tranche B Term Percentage": as to any Tranche B Term Lender at any time on the Closing Date (but prior to the initial funding of the Tranche B Term Loans), the percentage which the sum of such Lender's Tranche B Term Commitments then constitutes of the aggregate Tranche B Term Commitments (or, at any time after the Closing Date, the percentage which the aggregate principal amount of such Lender's Tranche B Term Loans then outstanding constitutes of the aggregate principal amount of the Tranche B Term Loans then outstanding).

"Tranche C Term Commitment": as to any Lender, the obligation of such Lender, if any, to make a Tranche C Term Loan to the Borrower in a principal amount not to exceed the amount set forth under the heading "Tranche C Term Commitment" opposite such Lender's name on Schedule 2.1A. The original aggregate amount of the Tranche C Term Commitments is $350,000,000.

"Tranche C Term Facility": as defined in the definition of "Facility".

"Tranche C Term Lender": each Lender that has a Tranche C Term Commitment or that holds a Tranche C Term Loan.

"Tranche C Term Loan": as defined in Section 2.1.

"Tranche C Term Maturity Date": the seventh anniversary of the Closing Date.

"Tranche C Term Percentage": as to any Tranche C Term Lender, the percentage which the aggregate principal amount of such Lender's Tranche C Term Loans then outstanding constitutes of the aggregate principal amount of the Tranche C Term Loans then outstanding.

"Transaction Documents": the Merger Documents, the Loan Documents and the Mezzanine Loan Documents.

"Transactions": (a) the transactions to occur pursuant to the Transaction Documents, (b) the Refinancing and (c) the Company Reorganization.

"Transferee": any Assignee or Participant.

"Trigger Date": as defined in Section 2.12(b).

"Type": as to any Loan, its nature as an ABR Loan or Eurocurrency Loan.

"United States": the United States of America.

"Unrestricted Subsidiary": (i) any Subsidiary of the Borrower designated as such and listed on Schedule 4.14 on the Closing Date and (ii) any Subsidiary of the Borrower that is designated by a resolution of the Board of Directors of the Borrower as an Unrestricted Subsidiary, but only to the extent that, in the case of each of clauses (i) and (ii), such Subsidiary: (a) has no Indebtedness other than

Non-Recourse Debt; (b) is not party to any agreement, contract, arrangement or understanding with Holdings, the Borrower or any Restricted Subsidiary unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to Holdings, the Borrower or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of Holdings or the Borrower; (c) is a Person with respect to which neither Holdings, the Borrower nor any of the Restricted Subsidiaries has any direct or indirect obligation (x) to subscribe for additional Capital Stock or warrants, options or other rights to acquire Capital Stock or (y) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results; and (d) does not guarantee or otherwise provide credit support after the time of such designation for any Indebtedness of Holdings, the Borrower or any of its Restricted Subsidiaries, in the case of clauses (a), (b) and (c), except to the extent not otherwise prohibited by Section 7. If, at any time, any Unrestricted Subsidiary would fail to meet the foregoing requirements as an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary for purposes hereof. Subject to the foregoing, the Borrower may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary or any Restricted Subsidiary to be an Unrestricted Subsidiary; provided that (i) such designation shall only be permitted if no Default or Event of Default would be in existence following such designation and after giving effect to such designation the Borrower shall be in pro forma compliance with the financial covenants set forth in Section 7.1, (ii) any designation of an Unrestricted Subsidiary as a Restricted Subsidiary shall be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of any outstanding Indebtedness of such Unrestricted Subsidiary and (iii) any designation of a Restricted Subsidiary as an Unrestricted Subsidiary shall be deemed to be an Investment in an Unrestricted Subsidiary and shall reduce amounts available for Investments in Unrestricted Subsidiaries permitted by Section 7.7 in an amount equal to the fair market value of the Subsidiary so designated; provided that the Borrower may subsequently redesignate any such Unrestricted Subsidiary as a Restricted Subsidiary so long as the Borrower does not subsequently re-designate such Restricted Subsidiary as an Unrestricted Subsidiary for a period of the succeeding four fiscal quarters.

"US Lender": as defined in Section 2.20(e).

1.2 Other Definitional Provisions. (a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms relating to the Borrower and its Subsidiaries not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP, (ii) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", and (iii) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, supplemented, restated or otherwise modified from time to time.

(c) The words "hereof", "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Annex, Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The term "license" shall include sub-license. The term "documents" includes any and all documents whether in physical or electronic form.

The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

1.3 Pro Forma Calculations. Solely for purposes of determining whether any action is otherwise permitted to be taken hereunder, the Consolidated Total Leverage Ratio and Consolidated Net Interest Coverage Ratio shall be calculated as follows:

(a) In the event that the Borrower or any Restricted Subsidiary incurs, assumes, guarantees, redeems, retires or extinguishes any Indebtedness subsequent to the commencement of the period for which such ratio is being calculated but prior to or simultaneously with the event for which the calculation of such ratio is made (a "Ratio Calculation Date"), then such ratio shall be calculated giving pro forma effect to such incurrence, assumption, guarantee, redemption, retirement or extinguishment of Indebtedness as if the same had occurred at the beginning of the applicable four-quarter period.

(b) For purposes of making the computation referred to above, if any acquisitions, Dispositions or designations of Unrestricted Subsidiaries or Restricted Subsidiaries are made (or committed to be made pursuant to a definitive agreement) during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the relevant Ratio Calculation Date, Consolidated EBITDA shall be calculated on a pro forma basis, assuming that all such acquisitions, Dispositions and designations had occurred on the first day of the four-quarter reference period in a manner consistent, where applicable, with the pro forma adjustments set forth in clause (j) of and the last proviso of the first sentence of the definition of "Consolidated EBITDA". If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into the Borrower or any of its Restricted Subsidiaries since the beginning of such period shall have made any acquisition or Disposition, in each case with respect to a business or an operating unit of a business, that would have required adjustment pursuant to this provision, then such ratio shall be calculated giving pro forma effect thereto for such period as if such acquisition or Disposition had occurred at the beginning of the applicable four-quarter period.

SECTION 2. AMOUNT AND TERMS OF COMMITMENTS

2.1 Term Commitments. Subject to the terms and conditions hereof, (a) each Tranche A Term Lender severally agrees to make a term loan (a "Tranche A Term Loan") in Dollars to the Borrower on the Closing Date in an amount which will not exceed the amount of the Tranche A Term Commitment of such Lender, (b) each Tranche B Term Lender severally agrees to make a term loan (a "Tranche B Term Loan") in Dollars to the Borrower on the Closing Date in an amount which will not exceed the amount of the Tranche B Term Commitment of such Lender and (c) each Tranche C Term Lender severally agrees to make a term loan (a "Tranche C Term Loan") in Dollars to the Borrower on the Amendment and Restatement Effective Date in an amount which will not exceed the amount of the Tranche C Term Commitment of such Lender. The Borrower and the Lenders acknowledge that the Term Loans funded on the Closing Date will be funded with original issue discount of 2%. The Borrower and the Lenders acknowledge that the Tranche C Term Loans funded on the Amendment and Restatement Effective Date will be funded with original issue discount of 1%. Notwithstanding the foregoing, the aggregate outstanding principal amount of the Term Loans for all purposes of this Agreement and the other Loan Documents shall be the stated principal amount thereof outstanding from time to time. The Term Loans may from time to time be Eurocurrency Loans or ABR Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.2 and 2.13.

2.2 Procedure for Term Loan Borrowing. The Borrower shall give the Administrative Agent irrevocable written notice (which notice must be received by the Administrative Agent prior to 12:00 Noon, New York City time, one Business Day prior to the anticipated Closing Date or Amendment and Restatement Effective Date, as applicable) requesting that the applicable Term Lenders make the applicable Term Loans on the Closing Date or Amendment and Restatement Effective Date, as applicable, and specifying the amount to be borrowed and the requested Interest Period, if applicable. Upon receipt of such notice the Administrative Agent shall promptly notify each applicable Term Lender thereof. Not later than 11:00 A.M., New York City time, on the Closing Date or Amendment and Restatement Effective Date, as applicable, each applicable Term Lender shall make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to the Term Loan or Term Loans to be made by such Lender on such date. The Administrative Agent shall credit the account designated in writing by the Borrower to the Administrative Agent with the aggregate of the amounts made available to the Administrative Agent by the Term Lenders in immediately available funds.

2.3 Repayment of Term Loans. (a) The Tranche A Term Loan of each Tranche A Term Lender shall be payable on each date set forth below in an amount set forth opposite such date (expressed as a percentage of the stated principal amount of the Tranche A Term Loans funded on the Closing Date) (as adjusted to reflect any prepayments thereof), with the remaining balance thereof payable on the Tranche A Term Maturity Date.

Date	Amount
December 31, 2008	1.25%
March 31, 2009	1.25%
June 30, 2009	1.25%
September 30, 2009	1.25%
December 31, 2009	2.50%
March 31, 2010	2.50%
June 30, 2010	2.50%
September 30, 2010	2.50%
December 31, 2010	2.50%
March 31, 2011	2.50%
June 30, 2011	2.50%
September 30, 2011	2.50%
December 31, 2011	3.75%
March 31, 2012	3.75%
June 30, 2012	3.75%
September 30, 2012	3.75%
December 31, 2012	5.00%
March 31, 2013	5.00%
June 30, 2013	5.00%
September 30, 2013	5.00%

(b) The Tranche B Term Loan of each Tranche B Term Lender shall be payable in equal consecutive quarterly installments, commencing on December 31, 2008, on the last Business Day of each March, June, September and December following the Closing Date in an amount equal to one quarter of one percent (0.25%) of the stated principal amount of the Tranche B Term Loans funded on the Closing Date (as adjusted to reflect any prepayments thereof), with the remaining balance thereof payable on the Tranche B Term Maturity Date.

(c) The Tranche C Term Loan of each Tranche C Term Lender shall be payable in equal consecutive quarterly installments, commencing on March 31, 2010, on the last Business Day of each March, June, September and December following the Amendment and Restatement Effective Date in an amount equal to one quarter of one percent (0.25%) of the stated principal amount of the Tranche C Term Loans funded on the Amendment and Restatement Effective Date (as adjusted to reflect any prepayments thereof), with the remaining balance thereof payable on the Tranche C Term Maturity Date.

2.4 Revolving Commitments. (a) Subject to the terms and conditions hereof, each Revolving Lender severally agrees to make revolving credit loans ("Revolving Loans") in Dollars to the Borrower from time to time during the Revolving Commitment Period in an aggregate principal amount at any one time outstanding which when added to such Lender's Revolving Percentage of the sum of (i) the L/C Obligations then outstanding and (ii) the aggregate principal amount of the Swingline Loans then outstanding, does not exceed the amount of such Lender's Revolving Commitment. During the Revolving Commitment Period, the Borrower may use the Revolving Commitments by borrowing, prepaying the Revolving Loans in whole or in part, and reborrowing, all in accordance with the terms and conditions hereof. The Revolving Loans may from time to time be Eurocurrency Loans or ABR Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.5 and 2.13.

(b) The Borrower shall repay all outstanding Revolving Loans made to it on the Revolving Termination Date.

(c) On the Amendment and Restatement Effective Date, (i) the Revolving Commitment of each Additional Revolving Lender that has an Existing Revolving Commitment shall be automatically and without further action increased by an amount equal to such Additional Revolving Lender's Additional Revolving Commitment and (ii) each Additional Revolving Lender that does not have an Existing Revolving Commitment shall automatically and without further action provide a new Revolving Commitment in an amount equal to such Revolving Lender's Additional Revolving Commitment.

2.5 Procedure for Revolving Loan Borrowing. The Borrower may borrow under the Revolving Commitments during the Revolving Commitment Period on any Business Day; provided that the Borrower shall give the Administrative Agent irrevocable written notice (which notice must be received by the Administrative Agent (i) in the case of Eurocurrency Loans, prior to 12:00 Noon, New York City time, three Business Days prior to the requested Borrowing Date or (ii) in the case of ABR Loans, prior to 12:00 Noon, New York City time, one Business Day prior to the proposed Borrowing Date), specifying (x) the amount and Type of Revolving Loans to be borrowed, (y) the requested Borrowing Date and (z) in the case of Eurocurrency Loans, the respective amounts of each such Type of Loan and the respective lengths of the initial Interest Period therefor. The aggregate principal amount of all Revolving Loans made on the Closing Date shall not exceed $25,000,000 (which amount, for the avoidance of doubt, shall not include the face amount of any outstanding Letters of Credit). Each borrowing by the Borrower under the Revolving Commitments shall be in an amount equal to (x) in the case of ABR Loans, $1,000,000 or a whole multiple of $100,000 in excess thereof (or, if the then aggregate Available Revolving Commitments are less than $1,000,000, such lesser amount) and (y) in the case of Eurocurrency Loans, $1,000,000 or a whole multiple of $500,000 in excess thereof; provided that the Swingline Lender may request, on behalf of the Borrower, borrowings under the Revolving Commitments that are ABR Loans in other amounts pursuant to Section 2.7(a). Upon receipt of any such notice from the Borrower, the Administrative Agent shall promptly notify each Revolving Lender thereof. Each Revolving Lender will make the amount of its pro rata share of each borrowing available to the Administrative Agent for the account of the Borrower at the Funding Office prior to 11:00 A.M., New York City time, on the Borrowing Date requested by the Borrower in funds immediately available to the

Administrative Agent. Such borrowing will then be made available to the Borrower by the Administrative Agent crediting the account designated in writing by the Borrower to the Administrative Agent with the aggregate of the amounts made available to the Administrative Agent by such Revolving Lenders and in like funds as received by the Administrative Agent. If no election as to the Type of a Revolving Loan is specified, then the requested Loan shall be an ABR Loan. If no Interest Period is specified with respect to any requested Eurocurrency Loan, the Borrower shall be deemed to have selected an Interest Period of one month's duration.

2.6 Swingline Commitment. (a) Subject to the terms and conditions hereof, the Swingline Lender agrees to make a portion of the credit otherwise available to the Borrower under the Revolving Commitments from time to time during the Revolving Commitment Period by making swing line loans ("Swingline Loans") in Dollars to the Borrower; provided that (i) the aggregate principal amount of Swingline Loans outstanding at any time shall not exceed the Swingline Commitment then in effect (provided that the Swingline Loans outstanding at any time, when aggregated with the Swingline Lenders' other outstanding Revolving Loans, may exceed the Swingline Commitment then in effect) and (ii) the Borrower shall not request, and the Swingline Lender shall not make, any Swingline Loan if, after giving effect to the making of such Swingline Loan, the aggregate amount of the Available Revolving Commitments under the Revolving Commitments would be less than zero. During the Revolving Commitment Period, the Borrower may use the Swingline Commitment by borrowing, repaying and reborrowing, all in accordance with the terms and conditions hereof. Swingline Loans shall be ABR Loans only.

(b) The Borrower shall repay to the Swingline Lender the then unpaid principal amount of each Swingline Loan on the Revolving Termination Date.

2.7 Procedure for Swingline Borrowing; Refunding of Swingline Loans. (a) Whenever the Borrower desires that the Swingline Lender make Swingline Loans it shall give the Swingline Lender and the Administrative Agent irrevocable written notice (which notice must be received by the Swingline Lender and the Administrative Agent not later than 12:00 Noon, New York City time, on the proposed Borrowing Date, specifying (i) the amount to be borrowed and (ii) the requested Borrowing Date (which shall be a Business Day during the Revolving Commitment Period). Each borrowing under the Swingline Commitment shall be in an amount equal to $500,000 or a whole multiple of $100,000 in excess thereof. Not later than 3:00 P.M., New York City time, on the Borrowing Date specified in a notice in respect of Swingline Loans, the Swingline Lender shall make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to the amount of the Swingline Loan to be made by the Swingline Lender. The Administrative Agent shall make the proceeds of such Swingline Loan available to the Borrower on such Borrowing Date by depositing such proceeds in the account of the Borrower with the Administrative Agent or as otherwise directed by the Borrower on such Borrowing Date in immediately available funds.

(b) The Swingline Lender, at any time and from time to time in its sole and absolute discretion may, on behalf of the Borrower (which hereby irrevocably directs such Swingline Lender to act on its behalf), request each Revolving Lender to make, and each such Revolving Lender hereby agrees to make, a Revolving Loan, in an amount equal to such Revolving Lender's Revolving Percentage of the aggregate amount of the Swingline Loans (the "Refunded Swingline Loans") outstanding on the date of such notice, to repay such Swingline Lender. Each Revolving Lender shall make the amount of Revolving Loans available to the Administrative Agent at the Funding Office in immediately available funds on the date of such request or, if such request is made after 10:00 A.M., New York City time on any Business Day, not later than 10:00 A.M., New York City time, on the next Business Day. The proceeds of such Revolving Loans shall be immediately made available by the Administrative Agent to the

Swingline Lender for application by the Swingline Lender to the repayment of the Refunded Swingline Loans.

(c) If prior to the time a Revolving Loan would have otherwise been made pursuant to Section 2.7(b), one of the events described in Section 8.1(f) shall have occurred and be continuing with respect to the Borrower or if for any other reason, as determined by the Swingline Lender in its sole discretion, Revolving Loans may not be made as contemplated by Section 2.7(b), each Revolving Lender shall, on the date such Revolving Loan was to have been made pursuant to the notice referred to in Section 2.7(b), purchase for cash an undivided participating interest in the then outstanding Swingline Loans by paying to the Swingline Lender an amount (the "Swingline Participation Amount") equal to (A) such Revolving Lender's Revolving Percentage times (B) the sum of the aggregate principal amount of Swingline Loans then outstanding that were to have been repaid with such Revolving Loans.

(d) Whenever, at any time after the Swingline Lender has received from any Revolving Lender such Lender's Swingline Participation Amount with respect to any Swingline Loans, the Swingline Lender receives any payment on account of such Swingline Loans, the Swingline Lender will distribute to such Lender its Swingline Participation Amount with respect thereto (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's participating interest was outstanding and funded and, in the case of principal and interest payments, to reflect such Lender's pro rata portion of such payment if such payment is not sufficient to pay the principal of and interest on all such Swingline Loans then due); provided, however, that in the event that such payment received by the Swingline Lender is required to be returned, such Lender will return to the Swingline Lender any portion thereof previously distributed to it by the Swingline Lender.

(e) Each Revolving Lender's obligation to make the Loans referred to in Section 2.7(b) and to purchase participating interests pursuant to Section 2.7(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any setoff, counterclaim, recoupment, defense or other right that such Revolving Lender or the Borrower may have against the Swingline Lender, the Borrower or any other Person for any reason whatsoever, (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Section 5, (iii) any adverse change in the condition (financial or otherwise) of the Borrower or any other Loan Party, (iv) any breach of this Agreement or any other Loan Document by the Borrower, any other Loan Party or any other Lender or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

2.8 Repayment of Loans. (a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of the appropriate Revolving Lender or Term Lender, as the case may be, (i) the then unpaid principal amount of each Revolving Loan of such Revolving Lender made to the Borrower outstanding on the Revolving Termination Date (or on such earlier date on which the Loans become due and payable pursuant to Section 8.1) and (ii) the principal amount of each outstanding Term Loan of such Term Lender made to the Borrower in installments according to the amortization schedule set forth in Section 2.3 (or on such earlier date on which the Loans become due and payable pursuant to Section 8.1). The Borrower hereby further agrees to pay interest on the unpaid principal amount of the Loans made to the Borrower from time to time outstanding from the date made until payment in full thereof at the rates per annum, and on the dates, set forth in Section 2.15.

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

(c) The Administrative Agent, on behalf of the Borrower, shall maintain the Register pursuant to Section 10.6(b)(iv), and a subaccount therein for each Lender, in which shall be recorded (i) the amount of each Loan made hereunder and any Note evidencing such Loan, the Type of such Loan and each Interest Period applicable thereto, (ii) the amount of any principal, interest and fees, as applicable, due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder from the Borrower and each Lender's share thereof.

(d) The entries made in the Register and the accounts of each Lender maintained pursuant to Section 2.8(c) shall, to the extent permitted by applicable law, be presumptively correct absent demonstrable error of the existence and amounts of the obligations of the Borrower therein recorded; provided, however, that the failure of the Administrative Agent or any Lender to maintain the Register or any such account, or any error therein, shall not in any manner affect the obligation of the Borrower to repay (with applicable interest) the Loans made to the Borrower by such Lender in accordance with the terms of this Agreement.

2.9 Commitment Fees, etc. (a) The Borrower agrees to pay to the Administrative Agent for the account of each Revolving Lender a commitment fee for the period from and including the Closing Date to the last day of the Revolving Commitment Period, computed at the Applicable Commitment Fee Rate on the average daily amount of the Available Revolving Commitment of such Lender during the period for which payment is made, payable quarterly in arrears on each Fee Payment Date; provided that (i) for purposes of calculating any fees owing in accordance with this Section 2.9(a), the Available Revolving Commitment for the Swingline Lender shall exclude any outstanding Swingline Loans and (ii) the Swingline Lender shall not be entitled to any commitment fee with respect to its Swingline Commitment separate from that to which it is entitled with respect to its Available Revolving Commitment; provided, further, that (i) any commitment fee accrued with respect to any of the Revolving Commitments of a Defaulting Lender during the period prior to the time such Lender became a Defaulting Lender and unpaid at such time shall not be payable by the Borrower so long as such Lender shall be a Defaulting Lender except to the extent that such commitment fee shall otherwise have been due and payable by the Borrower prior to such time and (ii) no commitment fee shall accrue on any of the Revolving Commitments of a Defaulting Lender so long as such Lender shall be a Defaulting Lender.

(b) The Borrower agrees to pay to the Administrative Agent the fees in the amounts and on the dates as set forth in any fee agreements with the Administrative Agent.

2.10 Termination or Reduction of Revolving Commitments. The Borrower shall have the right, upon not less than two Business Days' notice to the Administrative Agent, to terminate the Revolving Commitments or, from time to time, to reduce the amount of the Revolving Commitments; provided that no such termination or reduction of Revolving Commitments shall be permitted if, after giving effect thereto and to any prepayments of the Revolving Loans made on the effective date thereof, the total Revolving Extensions of Credit would exceed the total Revolving Commitments. Any such partial reduction shall be in an amount equal to $1,000,000, or a whole multiple of $500,000 in excess thereof, and shall reduce permanently the Revolving Commitments then in effect. Notwithstanding anything to the contrary contained in this Agreement, the Borrower may rescind any notice of termination under this Section 2.10 if such termination would have resulted from a refinancing of all of the Loans, which refinancing shall not be consummated or shall otherwise be delayed.

2.11 Optional Prepayments. (a) The Borrower may at any time and from time to time prepay the Revolving Loans, the Swingline Loans or the Term Loans, in whole or in part, without premium or penalty except as specifically provided in Section 2.11(b), upon irrevocable written notice

delivered to the Administrative Agent no later than 12:00 Noon, New York City time, three Business Days prior thereto, in the case of Eurocurrency Loans, and no later than 12:00 Noon, New York City time, (i) one Business Day prior thereto, in the case of ABR Loans that are Revolving Loans or Term Loans and (ii) on the prepayment date, in the case of ABR Loans that are Swingline Loans, which notice shall specify (x) the date and amount of prepayment, (y) whether the prepayment is of Swingline Loans, Revolving Loans, Tranche A Term Loans, Tranche B Term Loans, Tranche C Term Loans or New Loans and (z) whether the prepayment is of Eurocurrency Loans or ABR Loans; provided that if a Eurocurrency Loan is prepaid on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 2.21. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein (provided that such notice may be conditioned on receiving the proceeds of any refinancing), together with (except in the case of Revolving Loans that are ABR Loans and Swingline Loans) accrued interest to such date on the amount prepaid. Partial prepayments of Term Loans and of Revolving Loans shall be in an aggregate principal amount of (i) $1,000,000 or a whole multiple of $100,000 in excess thereof (in the case of prepayments of ABR Loans) or (ii) $1,000,000 or a whole multiple of $500,000 in excess thereof (in the case of prepayments of Eurocurrency Loans), and in each case shall be subject to the provisions of Section 2.18. Partial prepayments of Swingline Loans shall be in an aggregate principal amount of $500,000 or a whole multiple of $100,000 in excess thereof.

(b) Any optional prepayment in full of the Tranche B Term Loans as a result of a Repricing Transaction shall be accompanied by a prepayment fee, which shall initially be 2% of the aggregate principal amount prepaid, shall decline to 1% on and after the first anniversary of the Closing Date and shall decline to 0% on and after the second anniversary of the Closing Date.

(c) Notwithstanding anything to the contrary contained in this Section 2.11 or any other provision of this Agreement and without otherwise limiting the rights in respect of prepayments of the Loans of the Borrower and its Subsidiaries, so long as no Default has occurred and is continuing, the Borrower or any Subsidiary of the Borrower may repurchase outstanding Term Loans pursuant to this Section 2.11(c) on the following basis:

(i) Holdings, the Borrower or any Subsidiary of the Borrower may make one or more offers (each, an "Offer") to repurchase all or any portion of the Term Loans (such Term Loans, the "Offer Loans") of Term Lenders; provided that, (A) Holdings, the Borrower or such Subsidiary delivers a notice of such Offer to the Administrative Agent and all Term Lenders no later than noon (New York City time) at least five Business Days in advance of a proposed consummation date of such Offer indicating (1) the last date on which such Offer may be accepted, (2) the maximum dollar amount of such Offer, (3) the repurchase price per dollar of principal amount of such Offer Loans at which Holdings, the Borrower or such Subsidiary is willing to repurchase such Offer Loans and (4) the instructions, consistent with this Section 2.11(c) with respect to the Offer, that a Term Lender must follow in order to have its Offer Loans repurchased; (B) the maximum dollar amount of each Offer shall be no less than $10,000,000; (C) Holdings, the Borrower or such Subsidiary shall hold such Offer open for a minimum period of two Business Days; (D) a Term Lender who elects to participate in the Offer may choose to sell all or part of such Term Lender's Offer Loans; and (E) such Offer shall be made to Term Lenders holding the Offer Loans on a pro rata basis in accordance with the respective principal amount then due and owing to the Term Lenders; provided, further that, if any Term Lender elects not to participate in the Offer, either in whole or in part, the amount of such Term Lender's Offer Loans not being tendered shall be excluded in calculating the pro rata amount applicable to the balance of such Offer Loans;

(ii) With respect to all repurchases made by Holdings, the Borrower or a Subsidiary of the Borrower, such repurchases shall be deemed to be voluntary prepayments pursuant to this Section 2.11 in an amount equal to the aggregate principal amount of such Term Loans, provided that such repurchases shall not be subject to the provisions of paragraphs (a) and (b) of this Section 2.11, Section 2.18 and Section 2.21;

(iii) Following repurchase by Holdings, the Borrower or any Subsidiary of the Borrower, (A) all principal and accrued and unpaid interest on the Term Loans so repurchased shall be deemed to have been paid for all purposes and no longer outstanding (and may not be resold by Holdings, the Borrower or such Subsidiary), for all purposes of this Agreement and all other Loan Documents and (B) Holdings, the Borrower or any Subsidiary of the Borrower, as the case may be, will promptly advise the Administrative Agent of the total amount of Offer Loans that were repurchased from each Lender who elected to participate in the Offer; and

(iv) Failure by Holdings, the Borrower or a Subsidiary of the Borrower to make any payment to a Lender required by an agreement permitted by this Section 2.11(c) shall not constitute an Event of Default under Section 8.1(a).

(d) In connection with any optional prepayments by the Borrower of the Term Loans pursuant to this Section 2.11, such prepayments shall be applied on a pro rata basis to the then outstanding Term Loans being prepaid irrespective of whether such outstanding Term Loans are ABR Loans or Eurocurrency Loans; provided that if all Lenders elect to participate in the Offer on a pro rata basis in accordance with their respective principal amounts then due and owing, such prepayments shall be applied first to ABR Loans to the full extent thereof before application to Eurocurrency Loans.

2.12 Mandatory Prepayments. (a) Unless the Required Prepayment Lenders shall otherwise agree, if any Indebtedness (excluding any Indebtedness incurred in accordance with Section 7.2) shall be incurred by the Borrower or any Restricted Subsidiary, an amount equal to 100% of the Net Cash Proceeds thereof shall be applied not later than one Business Day after the date of receipt of such Net Cash Proceeds toward the prepayment of the Term Loans as set forth in Section 2.12(d).

(b) Unless the Required Prepayment Lenders shall otherwise agree, if on any date the Borrower or any Restricted Subsidiary shall for its own account receive Net Cash Proceeds from any Asset Sale or Recovery Event then, unless a Reinvestment Notice shall be delivered to the Administrative Agent in respect thereof, such Net Cash Proceeds shall be applied not later than five Business Days after such date toward the prepayment of the Term Loans as set forth in Section 2.12(d); provided that, notwithstanding the foregoing, (i) on each Reinvestment Prepayment Date, the Term Loans shall be prepaid as set forth in Section 2.12(d) by an amount equal to the Reinvestment Prepayment Amount with respect to the relevant Reinvestment Event and (ii) on the date (the "Trigger Date") that is six months after any such Reinvestment Prepayment Date, the Term Loans shall be prepaid as set forth in Section 2.12(d) by an amount equal to the portion of any Committed Reinvestment Amount with respect to the relevant Reinvestment Event not actually expended by such Trigger Date.

(c) Unless the Required Prepayment Lenders shall otherwise agree, if, for any fiscal year of the Borrower commencing with the fiscal year ending March 31, 2010, there shall be Excess Cash Flow, the Borrower shall, on the relevant Excess Cash Flow Application Date, apply an amount equal to (i) the Excess Cash Flow Percentage of such Excess Cash Flow minus (ii) the aggregate amount of all prepayments of Revolving Loans and Swingline Loans during such fiscal year to the extent accompanied by permanent optional reductions of the Revolving Commitments, and all optional prepayments of Term Loans during such fiscal year (other than optional prepayments pursuant to Section 2.11(c)), in each case

other than to the extent any such prepayment is funded with the proceeds of long-term Indebtedness, toward the prepayment of Term Loans as set forth in Section 2.12(d). Each such prepayment shall be made on a date (an "Excess Cash Flow Application Date") no later than ten days after the date on which the financial statements referred to in Section 6.1(a), for the fiscal year with respect to which such prepayment is made, are required to be delivered to the Lenders.

(d) Amounts to be applied in connection with prepayments pursuant to this Section 2.12 shall be applied to the prepayment of the Term Loans in accordance with Section 2.18(b) until paid in full. In connection with any mandatory prepayments by the Borrower of the Term Loans pursuant to Section 2.12, such prepayments shall be applied on a pro rata basis to the then outstanding Term Loans being prepaid irrespective of whether such outstanding Term Loans are ABR Loans or Eurocurrency Loans; provided that if no Lender exercises the right to waive a given mandatory prepayment of the Term Loans pursuant to Section 2.12(e), then, with respect to such mandatory prepayment, the amount of such mandatory prepayment shall be applied first to Term Loans that are ABR Loans to the full extent thereof before application to Term Loans that are Eurocurrency Loans in a manner that minimizes the amount of any payments required to be made by the Borrower pursuant to Section 2.21. Each prepayment of the Term Loans under this Section 2.12 shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid.

(e) Notwithstanding anything to the contrary in Section 2.12(d) or 2.18, with respect to the amount of any mandatory prepayment pursuant to this Section 2.12 that is allocated to Tranche B Term Loans and Tranche C Term Loans (such amount, the "Tranche B Prepayment Amount"), at any time when Tranche A Term Loans remain outstanding, the Borrower will, in lieu of applying such amount to the prepayment of Tranche B Term Loans and Tranche C Term Loans as provided in paragraph (d) above, on the date specified in this Section 2.12 for such prepayment, give the Administrative Agent telephonic notice (promptly confirmed in writing) requesting that the Administrative Agent prepare and provide to each Tranche B Term Lender (which, for avoidance of doubt, includes each New Term Lender) and Tranche C Term Lender a notice (each, a "Prepayment Option Notice") as described below. As promptly as practicable after receiving such notice from the Borrower, the Administrative Agent will send to each Tranche B Term Lender and Tranche C Term Lender a Prepayment Option Notice, which shall be in the form of Exhibit I (or such other form approved by the Administrative Agent), and shall include an offer by the Borrower to prepay, on the date (each a "Mandatory Prepayment Date") that is ten Business Days after the date of the Prepayment Option Notice, the relevant Term Loans of such Lender by an amount equal to the portion of the Tranche B Prepayment Amount indicated in such Lender's Prepayment Option Notice as being applicable to such Lender's Tranche B Term Loans and Tranche C Term Loans. Each Tranche B Term Lender and Tranche C Term Lender may reject all or a portion of its Tranche B Prepayment Amount by providing written notice to the Administrative Agent and the Borrower no later than 5:00 p.m. (New York time) one Business Day after such Tranche B Term Lender's or Tranche C Term Lender's receipt of the Prepayment Option Notice (which notice shall specify the principal amount of the Tranche B Prepayment Amount to be rejected by such Lender); provided that any Tranche B Term Lender's or Tranche C Term Lender's failure to so reject such Tranche B Prepayment Amount shall be deemed an acceptance by such Tranche B Term Lender or Tranche C Term Lender of such Prepayment Option Notice and the amount to be prepaid in respect of Term Loans held by such Tranche B Term Lender or Tranche C Term Lender. On the Mandatory Prepayment Date, the Borrower shall (i) pay to the relevant Tranche B Term Lenders and Tranche C Term Lenders the aggregate amount necessary to prepay that portion of the outstanding relevant Term Loans in respect of which such Lenders have (or are deemed to have) accepted prepayment as described above and (ii) prepay outstanding Tranche A Term Loans in an aggregate amount equal to the amounts declined by Tranche B Term Lenders and Tranche C Term Lenders as described above; provided that, upon the making of such

prepayments, any amount remaining unapplied (i.e., after the payment in full of the Tranche A Term Loans) shall be returned to the Borrower.

2.13 Conversion and Continuation Options. (a) The Borrower may elect from time to time to convert Eurocurrency Loans made to the Borrower to ABR Loans by giving the Administrative Agent prior irrevocable written notice of such election no later than 12:00 Noon, New York City time, on the third Business Day preceding the proposed conversion date; provided that if any Eurocurrency Loan is so converted on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 2.21. The Borrower may elect from time to time to convert ABR Loans made to the Borrower to Eurocurrency Loans by giving the Administrative Agent prior irrevocable written notice of such election no later than 12:00 Noon, New York City time, on the third Business Day preceding the proposed conversion date (which notice shall specify the length of the initial Interest Period therefor); provided that no ABR Loan under a particular Facility may be converted into a Eurocurrency Loan when any Event of Default has occurred and is continuing and the Administrative Agent or the Majority Facility Lenders in respect of such Facility have determined in its or their sole discretion not to permit such conversions. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

(b) Any Eurocurrency Loan may be continued as such by the Borrower giving irrevocable written notice to the Administrative Agent, in accordance with the applicable provisions of the term "Interest Period" set forth in Section 1.1 and no later than 12:00 Noon, New York City time, on the third Business Day preceding the proposed continuation date, of the length of the next Interest Period to be applicable to such Loans; provided that if any Eurocurrency Loan is so continued on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 2.21; provided, further, that no Eurocurrency Loan under a particular Facility may be continued as such when any Event of Default has occurred and is continuing and the Administrative Agent has or the Majority Facility Lenders in respect of such Facility have determined in its or their sole discretion not to permit such continuations; and provided, further, that (i) if the Borrower shall fail to give any required notice as described above in this paragraph such Eurocurrency Loans shall be automatically continued as Eurocurrency Loans having an Interest Period of one month's duration on the last day of such then-expiring Interest Period and (ii) if such continuation is not permitted pursuant to the preceding proviso, such Eurocurrency Loans shall be automatically converted to ABR Loans on the last day of such then expiring Interest Period. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

2.14 Minimum Amounts and Maximum Number of Eurocurrency Tranches. Notwithstanding anything to the contrary in this Agreement, all borrowings, conversions, continuations and optional prepayments of Eurocurrency Loans and all selections of Interest Periods shall be in such amounts and be made pursuant to such elections so that (a) after giving effect thereto, the aggregate principal amount of the Eurocurrency Loans comprising each Eurocurrency Tranche shall be equal to a minimum of $1,000,000 or a whole multiple of $500,000 in excess thereof and (b) no more than twelve Eurocurrency Tranches shall be outstanding at any one time.

2.15 Interest Rates and Payment Dates. (a) (i) Each Eurocurrency Loan other than a Eurocurrency Loan that is a Tranche B Term Loan or a Tranche C Term Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Eurocurrency Rate determined for such day plus the Applicable Margin, (ii) each Eurocurrency Loan that is a Tranche B Term Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to (A) (1) prior to the third anniversary of the Closing Date, the greater of (x) the Eurocurrency Rate determined for such day and (y) 3.00% and (2) thereafter, the Eurocurrency Rate

determined for such day plus (B) the Applicable Margin and (iii) each Eurocurrency Loan that is a Tranche C Term Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to (A) the greater of (x) the Eurocurrency Rate determined for such day and (y) 2.00% plus (B) the Applicable Margin.

(b) (i) Each ABR Loan other than an ABR Loan that is a Tranche B Term Loan or a Tranche C Term Loan shall bear interest at a rate per annum equal to ABR plus the Applicable Margin, (ii) each ABR Loan that is a Tranche B Term Loan shall bear interest at a rate per annum equal to (A) (1) prior to the third anniversary of the Closing Date, the greater of (x) ABR and (y) 4.00% and (2) thereafter, ABR plus (B) the Applicable Margin and (iii) each ABR Loan that is a Tranche C Term Loan shall bear interest at a rate per annum equal to (A) the greater of (x) ABR and (y) 3.00% plus (B) the Applicable Margin.

(c) (i) If all or a portion of the principal amount of any Loan or Reimbursement Obligation shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to (x) in the case of the Loans, the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this Section 2.15 plus 2% or (y) in the case of Reimbursement Obligations, the rate applicable to ABR Loans under the Revolving Facility plus 2%, and (ii) if all or a portion of any interest payable on any Loan or Reimbursement Obligation or any commitment fee or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to the rate then applicable to ABR Loans under the relevant Facility plus 2% (or, in the case of any such other amounts that do not relate to a particular Facility, the rate then applicable to ABR Loans under the Revolving Facility plus 2%), in each case, with respect to clauses (i) and (ii) above, from the date of such non-payment until such amount is paid in full (after as well as before judgment); provided that no amount shall be payable pursuant to this Section 2.15(c) to a Defaulting Lender so long as such Lender shall be a Defaulting Lender; provided further no amounts shall accrue pursuant to this Section 2.15(c) on any overdue Loan, Reimbursement Obligation, commitment fee or other amount payable to a Defaulting Lender so long as such Lender shall be a Defaulting Lender

(d) Interest shall be payable by the Borrower in arrears on each Interest Payment Date; provided that interest accruing pursuant to paragraph (c) of this Section 2.15 shall be payable from time to time on demand.

2.16 Computation of Interest and Fees. (a) Interest and fees payable pursuant hereto shall be calculated on the basis of a 360-day year for the actual days elapsed, except that, with respect to ABR Loans the rate of interest on which is calculated on the basis of the Prime Rate, the interest thereon shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of each determination of a Eurocurrency Rate. Any change in the interest rate on a Loan resulting from a change in the ABR or the Eurocurrency Reserve Requirements shall become effective as of the opening of business on the day on which such change becomes effective. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of the effective date and the amount of each such change in interest rate.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be presumptively correct in the absence of demonstrable error. The Administrative Agent shall, at the request of the Borrower, deliver to the Borrower a statement showing the quotations used by the Administrative Agent in determining any interest rate pursuant to Section 2.15(a) and Section 2.15(b).

2.17 Inability to Determine Interest Rate. If prior to the first day of any Interest Period for any Eurocurrency Loan:

(a) the Administrative Agent shall have determined (which determination shall be presumptively correct absent demonstrable error) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the Eurocurrency Rate for such Interest Period, or

(b) the Administrative Agent shall have received notice from the Majority Facility Lenders in respect of the relevant Facility that by reason of any changes arising after the Closing Date the Eurocurrency Rate determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as certified by such Lenders) of making or maintaining their affected Loans during such Interest Period,

the Administrative Agent shall give telecopy notice thereof to the Borrower and the relevant Lenders as soon as practicable thereafter. If such notice is given (x) any Eurocurrency Loans under the relevant Facility requested to be made on the first day of such Interest Period shall be made as ABR Loans, (y) any Loans under the relevant Facility that were to have been converted on the first day of such Interest Period to Eurocurrency Loans shall be continued as ABR Loans and (z) any outstanding Eurocurrency Loans under the relevant Facility shall be converted, on the last day of the then-current Interest Period with respect thereto, to ABR Loans. Until such notice has been withdrawn by the Administrative Agent (which action the Administrative Agent will take promptly after the conditions giving rise to such notice no longer exist), no further Eurocurrency Loans under the relevant Facility shall be made or continued as such, nor shall the Borrower have the right to convert Loans under the relevant Facility to Eurocurrency Loans.

2.18 Pro Rata Treatment and Payments. (a) Each borrowing by the Borrower from the Lenders hereunder, each payment by the Borrower on account of any commitment fee and any reduction of the Revolving Commitments shall be made pro rata according to the respective Tranche A Term Percentages, Tranche B Term Percentages, Tranche C Term Percentages or Revolving Percentages, as the case may be, of the relevant Lenders. Each payment (other than prepayments) in respect of principal or interest in respect of the Tranche A Term Loans, Tranche B Term Loans, Tranche C Term Loans or New Term Loans and each payment in respect of fees payable hereunder shall be applied to the amounts of such obligations owing to the Tranche A Term Lenders, Tranche B Term Lenders, Tranche C Term Lenders or New Term Lenders, as applicable, pro rata according to the respective amounts then due and owing to such Lenders, other than payments pursuant to Section 2.11(c) or 2.24.

(b) Each mandatory prepayment of the Term Loans shall be allocated between the Tranche A Term Facility, the Tranche B Term Facility, the Tranche C Term Facility and any New Facility comprising Term Loans, if any, pro rata except as affected by the opt-out provision under Section 2.12(e). Each optional prepayment and mandatory prepayment of the Tranche A Term Loans, Tranche B Term Loans, Tranche C Term Loans or New Term Loans shall be applied to the remaining installments thereof as specified by the Borrower. Amounts repaid or prepaid on account of the Term Loans may not be reborrowed.

(c) Each payment (including prepayments) to be made by the Borrower on account of principal of and interest on the Revolving Loans shall be made pro rata according to the respective outstanding principal amounts of the Revolving Loans then held by the Revolving Lenders. Each payment (including prepayments) to be made by the Borrower on account of principal of and interest on the New Revolving Loans shall be made pro rata according to the respective outstanding principal

amounts of the New Revolving Loans then held by the New Lenders. Each payment in respect of Reimbursement Obligations in respect of any Letter of Credit shall be made to the Issuing Lender that issued such Letter of Credit.

(d) All payments (including prepayments) to be made by the Borrower hereunder, whether on account of principal, interest, fees or otherwise, shall be made without setoff, deduction or counterclaim and shall be made prior to 2:00 P.M., New York City time, on the due date thereof to the Administrative Agent, for the account of the relevant Lenders, at the Funding Office, in immediately available funds. Any payment received by the Administrative Agent after 2:00 P.M., New York City time may be considered received on the next Business Day in the Administrative Agent's sole discretion. The Administrative Agent shall distribute such payments to the relevant Lenders promptly upon receipt in like funds as received. If any payment hereunder (other than payments on the Eurocurrency Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. If any payment on a Eurocurrency Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day. In the case of any extension of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate during such extension.

(e) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a borrowing that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making such amount available to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the Borrowing Date therefor, such Lender shall pay to the Administrative Agent on demand, such amount with interest thereon, at a rate equal to the greater of (i) the Federal Funds Effective Rate and (ii) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this paragraph shall be presumptively correct in the absence of demonstrable error. If such Lender's share of such borrowing is not made available to the Administrative Agent by such Lender within three Business Days after such Borrowing Date, the Administrative Agent shall give notice of such fact to the Borrower and the Administrative Agent shall also be entitled to recover such amount with interest thereon at the rate per annum applicable to ABR Loans under the relevant Facility, on demand, from the Borrower. Nothing herein shall be deemed to limit the rights of the Administrative Agent or the Borrower against any Defaulting Lender.

(f) Unless the Administrative Agent shall have been notified in writing by the Borrower prior to the date of any payment due to be made by the Borrower hereunder that the Borrower will not make such payment to the Administrative Agent, the Administrative Agent may assume that the Borrower is making such payment, and the Administrative Agent may, but shall not be required to, in reliance upon such assumption, make available to the relevant Lenders their respective pro rata shares of a corresponding amount. If such payment is not made to the Administrative Agent by the Borrower within three Business Days after such due date, the Administrative Agent shall be entitled to recover, on demand, from each relevant Lender to which any amount which was made available pursuant to the preceding sentence, such amount with interest thereon at the rate per annum equal to the daily average Federal Funds Effective Rate. Nothing herein shall be deemed to limit the rights of the Administrative Agent or any Lender against the Borrower.

2.19 Requirements of Law. (a) Except with respect to Taxes, which are addressed in Section 2.20, if the adoption of or any change in any Requirement of Law or in the interpretation or application thereof or compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority first made, in each case, subsequent to the Closing Date:

(i) shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Lender that is not otherwise included in the determination of the Eurocurrency Rate hereunder; or

(ii) shall impose on such Lender any other condition not otherwise contemplated hereunder;

and the result of any of the foregoing is to increase the cost to such Lender, by an amount which such Lender reasonably deems to be material, of making, converting into, continuing or maintaining Eurocurrency Loans or issuing or participating in Letters of Credit (in each case hereunder), or to reduce any amount receivable hereunder in respect thereof, then, in any such case, the Borrower shall promptly pay such Lender, in Dollars, within thirty Business Days after the Borrower's receipt of a reasonably detailed invoice therefor (showing with reasonable detail the calculations thereof), any additional amounts necessary to compensate such Lender for such increased cost or reduced amount receivable. If any Lender becomes entitled to claim any additional amounts pursuant to this Section 2.19, it shall promptly notify the Borrower (with a copy to the Administrative Agent) of the event by reason of which it has become so entitled.

(b) If any Lender shall have reasonably determined that the adoption of or any change in any Requirement of Law regarding capital adequacy or in the interpretation or application thereof or compliance by such Lender or any entity controlling such Lender with any request or directive regarding capital adequacy (whether or not having the force of law) from any Governmental Authority first made, in each case, subsequent to the Closing Date shall have the effect of reducing the rate of return on such Lender's or such entity's capital as a consequence of its obligations hereunder or under or in respect of any Letter of Credit to a level below that which such Lender or such entity could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such entity's policies with respect to capital adequacy) by an amount deemed by such Lender to be material, then from time to time, after submission by such Lender to the Borrower (with a copy to the Administrative Agent) of a reasonably detailed written request therefor (consistent with the detail provided by such Lender to similarly situated borrowers), the Borrower shall pay to such Lender, in Dollars, such additional amount or amounts as will compensate such Lender or such entity for such reduction.

(c) A certificate prepared in good faith as to any additional amounts payable pursuant to this Section 2.19 submitted by any Lender to the Borrower (with a copy to the Administrative Agent) shall be presumptively correct in the absence of demonstrable error. Notwithstanding anything to the contrary in this Section 2.19, the Borrower shall not be required to compensate a Lender pursuant to this Section 2.19 for any amounts incurred more than 180 days prior to the date that such Lender notifies the Borrower of such Lender's intention to claim compensation therefor; provided that if the circumstances giving rise to such claim have a retroactive effect, then such 180-day period shall be extended to include the period of such retroactive effect. The obligations of the Borrower pursuant to this Section 2.19 shall survive the termination of this Agreement and the payment of the Obligations. Notwithstanding the foregoing, the Borrower shall not be obligated to make payment to any of the Administrative Agent or a

Lender with respect to penalties, interest and expenses if written demand therefore was not made by the Administrative Agent or such Lender within 180 days from the date on which such party makes payment for such penalties, interest and expenses.

2.20 Taxes. (a) Except as otherwise provided in this Agreement or as required by law, all payments made by the Borrower or any Loan Party under this Agreement and the other Loan Documents to the Administrative Agent or any Lender under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of, any Taxes, excluding (i) net income Taxes, net profits Taxes and franchise Taxes (and net worth Taxes and capital Taxes imposed in lieu of net income Taxes) imposed on the Administrative Agent or any Lender (A) by the jurisdiction (or any political subdivision thereof) under the laws of which the Administrative Agent or any Lender (or, in the case of a pass-through entity, any of its beneficial owners) is organized or in which its applicable lending office is located or (B) as a result of a present or former connection between the Administrative Agent or such Lender or beneficial owner and the jurisdiction of the Governmental Authority imposing such Tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent or such Lender having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document) and (ii) any branch profits or backup withholding Taxes imposed by the United States or any similar Tax imposed by any other jurisdiction in which the applicable Borrower or any Loan Party under this Agreement and the other Loan Documents is located or is deemed to be doing business. If any such non-excluded Taxes ("Non-Excluded Taxes") or Other Taxes are required to be withheld from any amounts payable by the Borrower or any Loan Party under this Agreement and the other Loan Documents to the Administrative Agent or any Lender hereunder, the amounts so payable to the Administrative Agent or such Lender shall be increased to the extent necessary to yield to the Administrative Agent or such Lender (after deduction or withholding of all Non-Excluded Taxes and Other Taxes including Non-Excluded Taxes attributable to amounts payable under this Section 2.20(a)) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement; provided, however, that the Borrower or any Loan Party under this Agreement and the other Loan Documents shall not be required to increase any such amounts payable to or in respect of any Lender with respect to any Non-Excluded Taxes (i) that are attributable to such Lender's (or, in the case of a pass-through entity, any of its beneficial owners') failure to comply with the requirements of paragraph (d) or (e), as applicable, of this Section 2.20 or (ii) that are withholding Taxes imposed on amounts payable under this Agreement or the other Loan Documents, unless such Taxes are imposed as a result of a Change in Law occurring after such Lender becomes a party hereto or as a result of any change in facts, occurring after such Lender becomes a party hereto, that is not attributable to the Lender, except (in the case of an assignment) to the extent that such Lender's assignor (if any) was entitled, at the time of such assignment, to receive additional amounts from the Borrower or any Loan Party under this Agreement and the other Loan Documents with respect to such Taxes pursuant to this paragraph.

(b) In addition, the Borrower or any Loan Party under this Agreement and the other Loan Documents shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Whenever any Non-Excluded Taxes or Other Taxes are payable by the Borrower and any Loan Party under this Agreement and the other Loan Documents, as promptly as possible thereafter the Borrower shall send to the Administrative Agent for the account of the Administrative Agent or Lender, as the case may be, a certified copy of an original official receipt received by the Borrower showing payment thereof if such receipt is obtainable, or, if not, such other evidence of payment as may reasonably be required by the Administrative Agent or such Lender. If the Borrower or any Loan Party under this Agreement and the other Loan Documents fails to pay any Non-Excluded Taxes or Other

Taxes that the Borrower or any Loan Party under this Agreement and the other Loan Documents is required to pay pursuant to this Section 2.20 (or in respect of which the Borrower or any Loan Party under this Agreement and the other Loan Documents would be required to pay increased amounts pursuant to Section 2.20(a) if such Non-Excluded Taxes or Other Taxes were withheld) when due to the appropriate taxing authority or fails to remit to the Administrative Agent the required receipts or other required documentary evidence, the Borrower or any Loan Party under this Agreement and the other Loan Documents shall indemnify the Administrative Agent and the Lenders for any payments by them of such Non-Excluded Taxes or Other Taxes and for any incremental taxes, interest or penalties that become payable by the Administrative Agent or any Lender as a result of any such failure within thirty days after the Lender or the Administrative Agent delivers to the Borrower (with a copy to the Administrative Agent) either (a) a copy of the receipt issued by a Governmental Authority evidencing payment of such Taxes or (b) certificates as to the amount of such payment or liability prepared in good faith.

(d) Each Lender (and, in the case of a pass-through entity, each of its beneficial owners) that is not a United States person (as such term is defined in Section 7701(a)(30) of the Code) (a "Non-US Lender") shall deliver to the Borrower and the Administrative Agent (or, in the case of a Participant, to the Borrower and to the Lender from which the related participation shall have been purchased) (i) two accurate and complete copies of IRS Form W-8ECI or W-8BEN, or, (ii) in the case of a Non-US Lender claiming exemption from United States federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", a statement substantially in the form of Exhibit F and two accurate and complete copies of IRS Form W-8BEN, or any subsequent versions or successors to such forms, in each case properly completed and duly executed by such Non-US Lender claiming complete exemption from, or a reduced rate of, United States federal withholding tax on all payments by the Borrower or any Loan Party under this Agreement and the other Loan Documents. Such forms shall be delivered by each Non-US Lender on or before the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation). In addition, each Non-US Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Non-US Lender. Each Non-US Lender shall (i) promptly notify the Borrower at any time it determines that it is no longer in a position to provide any previously delivered certificate to the Borrower (or any other form of certification adopted by the United States taxing authorities for such purpose) and (ii) take such steps as shall not be disadvantageous to it, in its reasonable judgment, and as may be reasonably necessary (including the re-designation of its lending office pursuant to Section 2.23) to avoid any requirement of applicable laws of any such jurisdiction that the Borrower or any Loan Party make any deduction or withholding for taxes from amounts payable to such Lender. Notwithstanding any other provision of this paragraph, a Non-US Lender shall not be required to deliver any form pursuant to this paragraph that such Non-US Lender is not legally able to deliver.

(e) Each Lender (and, in the case of a Lender that is a non-United States pass-through entity, each of its beneficial owners) that is a United States person (as such term is defined in Section 7701(a)(30) of the Code) (a "US Lender") shall deliver to the Borrower and the Administrative Agent two accurate and complete copies of IRS Form W-9, or any subsequent versions or successors to such form and certify that such lender is not subject to backup withholding. Such forms shall be delivered by each US Lender on or before the date it becomes a party to this Agreement. In addition, each US Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such US Lender. Each US Lender shall promptly notify the Borrower at any time it determines that it is no longer in a position to provide any previously delivered certifications to the Borrower (or any other form of certification adopted by the United States taxing authorities for such purpose).

(f) If the Administrative Agent or any Lender determines, in good faith, that it has received a refund of any Non-Excluded Taxes or Other Taxes as to which it has been indemnified by the Borrower or any Loan Party or with respect to which the Borrower or any Loan Party has paid additional amounts pursuant to this Section 2.20, it shall promptly pay over such refund to the Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower or any Loan Party under this Section 2.20 with respect to the Non-Excluded Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that the Borrower, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority; provided, further, that the Borrower shall not be required to repay to the Administrative Agent or the Lender an amount in excess of the amount paid over by such party to the Borrower pursuant to this Section 2.20. This paragraph shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Borrower or any other Person. In no event will the Administrative Agent or any Lender be required to pay any amount to the Borrower the payment of which would place the Administrative Agent or such Lender in a less favorable net after-tax position than the Administrative Agent or such Lender would have been in if the additional amounts giving rise to such refund of any Non-Excluded Taxes or Other Taxes had never been paid. The agreements in this Section 2.20 shall survive the termination of this Agreement and the payment of the Obligations.

2.21 Indemnity. Other than with respect to Taxes, which shall be governed solely by Section 2.20, the Borrower agrees to indemnify each Lender for, and to hold each Lender harmless from, any loss or expense (other than lost profits, including the loss of Applicable Margin) that such Lender may actually sustain or incur as a consequence of (a) any failure by the Borrower in making a borrowing of, conversion into or continuation of Eurocurrency Loans after the Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (b) any failure by the Borrower in making any prepayment of or conversion from Eurocurrency Loans after the Borrower has given a notice thereof in accordance with the provisions of this Agreement or (c) the making of a prepayment, conversion or continuation of Eurocurrency Loans on a day that is not the last day of an Interest Period with respect thereto. A reasonably detailed certificate as to (showing in reasonable detail the calculation of) any amounts payable pursuant to this Section 2.21 submitted to the Borrower by any Lender shall be presumptively correct in the absence of demonstrable error. This covenant shall survive the termination of this Agreement and the payment of the Obligations.

2.22 Illegality. Notwithstanding any other provision herein, if the adoption of or any change in any Requirement of Law or in the interpretation or application thereof, in each case, first made after the Closing Date, shall make it unlawful for any Lender to make or maintain Eurocurrency Loans as contemplated by this Agreement, such Lender shall promptly give notice thereof (a "Rate Determination Notice") to the Administrative Agent and the Borrower, and (a) the commitment of such Lender hereunder to make Eurocurrency Loans, continue Eurocurrency Loans as such and convert ABR Loans to Eurocurrency Loans shall be suspended during the period of such illegality and (b) such Lender's Loans then outstanding as Eurocurrency Loans, if any, shall be converted automatically to ABR Loans on the respective last days of the then current Interest Periods with respect to such Loans or within such earlier period as required by law. If any such conversion of a Eurocurrency Loan occurs on a day which is not the last day of the then current Interest Period with respect thereto, the Borrower shall pay to such Lender such amounts, if any, as may be required pursuant to Section 2.21.

2.23 Change of Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 2.19, 2.20(a) or 2.22 with respect to such Lender, it will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event with the object of avoiding the consequences of such event; provided that such designation is made on terms that, in the good faith judgment of such Lender, cause such Lender and its lending office(s) to suffer no material economic, legal or regulatory disadvantage and; provided, further, that nothing in this Section 2.23 shall affect or postpone any of the obligations of the Borrower or the rights of any Lender pursuant to Section 2.19, 2.20(a) or 2.22.

2.24 Replacement of Lenders. The Borrower shall be permitted to (a) replace with a financial institution or financial institutions, or (b) prepay, without premium or penalty (but subject to Section 2.21), the Loans of, any Lender that (i) requests reimbursement for amounts owing or otherwise results in increased costs imposed on the Borrower or on account of which the Borrower is required to pay additional amounts to any Governmental Authority pursuant to Section 2.19, 2.20 or 2.21 (to the extent a request made by a Lender pursuant to the operation of Section 2.21 is materially greater than requests made by other Lenders) or gives a notice of illegality pursuant to Section 2.22, (ii) defaults in its obligation to make Loans hereunder or to comply with its obligations under Section 3.4, (iii) has refused to consent to any waiver or amendment with respect to any Loan Document that requires such Lender's consent and has been consented to by the Required Lenders; or (iv) becomes the subject of a bankruptcy or insolvency proceeding; provided that, in the case of a replacement pursuant to clause (a) above, (A) such replacement does not conflict with any Requirement of Law, (B) the replacement financial institution or financial institutions shall purchase, at par, all Loans and other amounts owing to such replaced Lender on or prior to the date of replacement, (C) the Borrower shall be liable to such replaced Lender under Section 2.21 (as though Section 2.21 were applicable) if any Eurocurrency Loan owing to such replaced Lender shall be purchased other than on the last day of the Interest Period relating thereto, (D) the replacement financial institution or financial institutions, (x) if not already a Lender, shall be reasonably satisfactory to the Administrative Agent to the extent that an assignment to such replacement financial institution of the rights and obligations being acquired by it would otherwise require the consent of the Administrative Agent pursuant to Section 10.6(b)(i)(B) and (y) shall pay (unless otherwise paid by the Borrower) any processing and recordation fee required under Section 10.6(b)(ii)(B), (E) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 10.6, (F) the Borrower shall pay all additional amounts (if any) required pursuant to Section 2.19 or 2.20, as the case may be, in respect of any period prior to the date on which such replacement shall be consummated, (G) if applicable, the replacement financial institution or financial institutions shall consent to such amendment or waiver and (H) any such replacement shall not be deemed to be a waiver of any rights that the Borrower, the Administrative Agent or any other Lender shall have against the replaced Lender. Prepayments pursuant to clause (b) above (i) shall be accompanied by accrued and unpaid interest on the principal amount so prepaid up to the date of such prepayment and (ii) shall not be subject to the provisions of Section 2.18.

2.25 Incremental Loans. (a) The Borrower may by written notice to the Administrative Agent elect to request the establishment of one or more new term loan or revolving commitments (the "New Loan Commitments") hereunder, in an aggregate amount for all such New Loan Commitments not in excess of $100,000,000. Each such notice shall specify the date (each, an "Increased Amount Date") on which the Borrower proposes that the New Loan Commitments shall be effective, which shall be a date not less than 10 Business Days after the date on which such notice is delivered to the Administrative Agent; provided that any Lender offered or approached to provide all or a portion of any New Loan Commitments may elect or decline, in its sole discretion, to provide such New Loan Commitments.

(b) Such New Loan Commitments shall become effective as of such Increased Amount Date; provided that (i) no Default or Event of Default shall exist on such Increased Amount Date before or after giving effect to such New Loan Commitments and to the making of any Tranche of New Loans pursuant thereto and after giving effect to any Permitted Acquisition consummated in connection therewith; (ii) the Borrower shall be in pro forma compliance with the financial covenants set forth in Section 7.1; (iii) the proceeds of any New Loans shall be used for general corporate purposes of the Borrower and its Subsidiaries (including Permitted Acquisitions and Investments permitted under Section 7.7); (iv) the New Loans shall share ratably in the Collateral; (v) the New Loans that are term loans ("New Term Loans") shall share ratably in any mandatory prepayments of the existing Term Loans; (vi) in the case of any New Term Loans, the maturity date thereof shall not be earlier than the Tranche C Term Maturity Date and the weighted average life to maturity shall be equal to or greater than the weighted average life to maturity of the Tranche C Term Loans; (vii) in the case of any New Loans that are revolving loans or commitments ("New Revolving Loans") the maturity date or commitment termination date thereof shall not be earlier than the Revolving Termination Date and such New Revolving Loans shall not require any scheduled commitment reductions prior to the Revolving Termination Date; (viii) the New Revolving Loans shall share ratably in any mandatory prepayments of the existing Revolving Loans; (ix) all terms and documentation with respect to any New Loans which differ from those with respect to the Loans under the applicable Facility shall be reasonably satisfactory to the Administrative Agent (except to the extent permitted by clauses (vi) and (vii) above and the last sentence of this paragraph); (x) such New Loans or New Loan Commitments shall be effected pursuant to one or more Joinder Agreements executed and delivered by the Borrower, the Administrative Agent and one or more New Lenders; (xi) the Borrower shall deliver or cause to be delivered any customary legal opinions or other documents reasonably requested by Administrative Agent in connection with any such transaction, including any supplements or amendments to the Security Documents providing for such New Loans to be secured thereby; and (xii) if the initial "spread" (for purposes of this Section 2.25 the "spread" with respect to any Loan shall be calculated as the sum of the Eurodollar Loan margin on the relevant Loan plus any original issue discount or upfront fees in lieu of original issue discount (other than any arranging fees, underwriting fees and commitment fees) (based on an assumed four-year average life for the applicable Facilities (e.g., 100 basis points in original issue discount or upfront fees equals 25 basis points of interest rate margin))) relating to the New Term Loans exceeds the spread then in effect with respect to the Tranche B Term Loans by more than 0.25%, the Applicable Margin relating to the existing Tranche B Term Loans shall be adjusted so that the spread relating to such New Term Loans does not exceed the spread applicable to the existing Tranche B Term Loans by more than 0.25%. Any New Loans made on an Increased Amount Date that have terms and provisions that differ from those of the Term Loans or Revolving Loans, as applicable, outstanding on the date on which such New Loans are made shall be designated as a separate tranche (a "Tranche") of Term Loans or Revolving Loans, as applicable, for all purposes of this Agreement, except as the relevant Joinder Agreement otherwise provides. For the avoidance of doubt, the rate of interest and the amortization schedule (if applicable) of any New Loan Commitments shall be determined by the Borrower and the applicable New Lenders and shall be set forth in the applicable Joinder Agreement.

(c) On any Increased Amount Date on which any New Loan Commitment become effective, subject to the foregoing terms and conditions, each lender with a New Loan Commitment (each, a "New Lender") shall become a Lender hereunder with respect to such New Loan Commitment.

(d) The terms and provisions of the New Loan Commitments of any Tranche shall be, except as otherwise set forth in the relevant Joinder Agreement, identical to those of the applicable Loans and for purposes of this Agreement, any New Loans or New Loan Commitments shall be deemed to be Term Loans, Revolving Loans or Revolving Commitments, as applicable. Each Joinder Agreement may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan

Documents as may be necessary or appropriate, in the opinion of the Administrative Agent, to effect the provisions of this Section 2.25.

(e) For the avoidance of doubt, the Additional Revolving Commitments and the Tranche C Term Commitments shall not constitute New Loan Commitments, any Revolving Loans made in respect of the Additional Revolving Commitments shall not constitute New Loans or New Revolving Loans and the Tranche C Term Loans shall not constitute New Loans or New Term Loans.

SECTION 3. LETTERS OF CREDIT

3.1 L/C Commitment. (a) Subject to the terms and conditions hereof, each Issuing Lender, in reliance on the agreements of the other Revolving Lenders set forth in Section 3.4(a), agrees to issue letters of credit ("Letters of Credit") under the Revolving Commitment for the account of the Borrower or any Guarantor on any Business Day during the Revolving Commitment Period in such form as may be approved from time to time by such Issuing Lender; provided that no Issuing Lender shall have any obligation to issue any Letter of Credit if, after giving effect to such issuance, (i) the L/C Obligations would exceed the L/C Commitment or (ii) the aggregate amount of the Available Revolving Commitments would be less than zero. Each Letter of Credit shall (i) be denominated in Dollars and (ii) expire no later than the earlier of (x) the first anniversary of its date of issuance and (y) the date that is three Business Days prior to the Revolving Termination Date (unless cash collateralized or backstopped, in each case in a manner agreed to by the Borrower and the Issuing Lender); provided that any Letter of Credit with a one-year term may provide for the renewal thereof for additional one-year periods (which shall in no event extend beyond the date referred to in clause (y) above).

(b) No Issuing Lender shall at any time be obligated to issue any Letter of Credit if such issuance would conflict with, or cause such Issuing Lender to exceed any limits imposed by, any applicable Requirement of Law.

3.2 Procedure for Issuance of Letter of Credit. The Borrower may from time to time request that the relevant Issuing Lender issue a Letter of Credit (or amend, renew or extend an outstanding Letter of Credit) by delivering to such Issuing Lender at its address for notices specified to the Borrower by such Issuing Lender an Application therefor, with a copy to the Administrative Agent, completed to the reasonable satisfaction of such Issuing Lender, and such other certificates, documents and other papers and information as such Issuing Lender may reasonably request. Upon receipt of any Application, the relevant Issuing Lender will process such Application and the certificates, documents and other papers and information delivered to it in connection therewith in accordance with its customary procedures and shall promptly issue (or amend, renew or extend, as the case may be) the Letter of Credit requested thereby (but in no event without the consent of the applicable Issuing Lender shall any Issuing Lender be required to issue (or amend, renew or extend, as the case may be) any Letter of Credit earlier than three Business Days after its receipt of the Application therefor and all such other certificates, documents and other papers and information relating thereto) by issuing the original of such Letter of Credit (or such amendment, renewal or extension, as the case may be) to the beneficiary thereof or as otherwise may be agreed to by such Issuing Lender and the Borrower. Such Issuing Lender shall furnish a copy of such Letter of Credit to the Borrower promptly following the issuance (or such amendment, renewal or extension, as the case may be) thereof. Each Issuing Lender shall promptly furnish to the Administrative Agent, which shall in turn promptly furnish to the relevant Revolving Lenders, notice of the issuance (or such amendment, renewal or extension, as the case may be) of each Letter of Credit issued by it (including the amount thereof).

3.3 Fees and Other Charges. (a) The Borrower will pay a fee on each outstanding Letter of Credit requested by it, at a per annum rate equal to the Applicable Margin then in effect with respect to Eurocurrency Loans under the Revolving Facility (minus the fronting fee referred to below), on the face amount of such Letter of Credit, which fee shall be shared ratably among the Revolving Lenders and payable quarterly in arrears on each Fee Payment Date after the issuance date; provided that, with respect to any Defaulting Lender, such Lender's ratable share of any letter of credit fee accrued on the aggregate amount available to be drawn on any outstanding Letters of Credit during the period prior to the time such Lender became a Defaulting Lender and unpaid at such time shall not be payable by the Borrower so long as such Lender shall be a Defaulting Lender except to the extent that such Lender's ratable share of any letter of credit fee shall otherwise have been due and payable by the Borrower prior to such time; provided further that any Defaulting Lender's ratable share of any letter of credit fee accrued on the aggregate amount available to be drawn on any outstanding Letters of Credit shall accrue for the account of the Borrower so long as such Lender shall be a Defaulting Lender. In addition, the Borrower shall pay to each Issuing Lender for its own account a fronting fee on the aggregate face amount of all outstanding Letters of Credit issued by it to the Borrower separately agreed to by the Borrower and such Issuing Lender (but in any event not to exceed 0.25% per annum), payable quarterly in arrears on each Fee Payment Date after the issuance date.

(b) In addition to the foregoing fees, the Borrower shall pay or reimburse each Issuing Lender for costs and expenses agreed by the Borrower and such Issuing Lender in issuing, negotiating, effecting payment under, amending or otherwise administering any Letter of Credit requested by the Borrower.

3.4 L/C Participations. (a) Each Issuing Lender irrevocably agrees to grant and hereby grants to each L/C Participant, and, to induce such Issuing Lender to issue Letters of Credit, each L/C Participant irrevocably agrees to accept and purchase and hereby accepts and purchases from such Issuing Lender, on the terms and conditions set forth below, for such L/C Participant's own account and risk an undivided interest equal to such L/C Participant's Revolving Percentage in such Issuing Lender's obligations and rights under and in respect of each Letter of Credit issued by it and the amount of each draft paid by such Issuing Lender thereunder. Each L/C Participant agrees with each Issuing Lender that, if a draft is paid under any Letter of Credit issued by it for which such Issuing Lender is not reimbursed in full by the Borrower in accordance with the terms of this Agreement, such L/C Participant shall pay to the Administrative Agent for the account of such Issuing Lender upon demand an amount equal to such L/C Participant's Revolving Percentage of the amount of such draft, or any part thereof, that is not so reimbursed; provided that, nothing in this paragraph shall relieve the Issuing Lender of any liability resulting from the gross negligence or willful misconduct of the Issuing Lender. Each L/C Participant's obligation to pay such amount shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any setoff, counterclaim, recoupment, defense or other right that such L/C Participant may have against any Issuing Lender, the Borrower or any other Person for any reason whatsoever, (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Section 5, (iii) any adverse change in the financial condition of the Borrower, (iv) any breach of this Agreement or any other Loan Document by the Borrower, any other Loan Party or any other L/C Participant or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

(b) If any amount required to be paid by any L/C Participant to the Administrative Agent for the account of any Issuing Lender pursuant to Section 3.4(a) in respect of any unreimbursed portion of any payment made by such Issuing Lender under any Letter of Credit is paid to the Administrative Agent for the account of such Issuing Lender within three Business Days after the date such payment is due, such L/C Participant shall pay to the Administrative Agent for the account of such Issuing Lender on

demand an amount equal to the product of (i) such amount, times (ii) the daily average Federal Funds Effective Rate during the period from and including the date such payment is required to the date on which such payment is immediately available to such Issuing Lender, times (iii) a fraction the numerator of which is the number of days that elapse during such period and the denominator of which is 360. If any such amount required to be paid by any L/C Participant pursuant to Section 3.4(a) is not made available to the Administrative Agent for the account of the relevant Issuing Lender by such L/C Participant within three Business Days after the date such payment is due, such Issuing Lender shall be entitled to recover from such L/C Participant, on demand, such amount with interest thereon calculated from such due date at the rate per annum applicable to ABR Loans under the Revolving Facility. A certificate of the relevant Issuing Lender submitted to any relevant L/C Participant with respect to any amounts owing under this Section 3.4 shall be presumptively correct in the absence of demonstrable error.

(c) Whenever, at any time after any Issuing Lender has made payment under any Letter of Credit and has received from any L/C Participant its pro rata share of such payment in accordance with Section 3.4(a) such Issuing Lender receives any payment related to such Letter of Credit (whether directly from the Borrower or otherwise, including proceeds of collateral applied thereto by such Issuing Lender), or any payment of interest on account thereof, such Issuing Lender will distribute to the Administrative Agent for the account of such L/C Participant its pro rata share thereof; provided, however, that in the event that any such payment received by such Issuing Lender shall be required to be returned by such Issuing Lender, such L/C Participant shall return to the Administrative Agent for the account of such Issuing Lender the portion thereof previously distributed by such Issuing Lender to it.

3.5 Reimbursement Obligation of the Borrower. The Borrower agrees to reimburse each Issuing Lender on the Business Day following the date on which such Issuing Lender notifies the Borrower of the date and amount of a draft presented under any Letter of Credit issued by such Issuing Lending at the Borrower's request and paid by such Issuing Lender for the amount of (a) such draft so paid and (b) any Non-Excluded Taxes and Other Taxes, fees, charges or other costs or expenses reasonably incurred by such Issuing Lender in connection with such payment (the amounts described in the foregoing clauses (a) and (b) in respect of any drawing, collectively, the "Payment Amount"). Each such payment shall be made to such Issuing Lender at its address for notices specified to the Borrower and in immediately available funds. Interest shall be payable on any such amounts from the date on which the relevant draft is paid until payment in full at a rate equal to (i) until the second Business Day next succeeding the date of the relevant notice, the rate applicable to ABR Loans under the Revolving Facility and (ii) thereafter, the rate set forth in Section 2.15(c).

3.6 Obligations Absolute. The Borrower's obligations under this Section 3 shall be absolute and unconditional under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment that the Borrower may have or have had against any Issuing Lender, any beneficiary of a Letter of Credit or any other Person. The Borrower also agrees with each Issuing Lender that such Issuing Lender shall not be responsible for, and the Borrower's Reimbursement Obligations under Section 3.5 shall not be affected by, among other things, the validity or genuineness of documents or of any endorsements thereon, even though such documents shall in fact prove to be invalid, fraudulent or forged, or any dispute between or among the Borrower and any beneficiary of any Letter of Credit or any other party to which such Letter of Credit may be transferred or any claims whatsoever of the Borrower against any beneficiary of such Letter of Credit or any such transferee, or any other events or circumstances that, pursuant to applicable law or the applicable customs and practices promulgated by the International Chamber of Commerce, are not within the responsibility of such Issuing Lender, except for errors, omissions, interruptions or delays resulting from the gross negligence or willful misconduct of such Issuing Lender or its employees or agents. No Issuing Lender shall be liable for any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted,

in connection with any Letter of Credit, except for errors, omissions, interruptions or delays resulting from the gross negligence or willful misconduct of such Issuing Lender or its employees or agents. The Borrower agrees that any action taken or omitted by any Issuing Lender under or in connection with any Letter of Credit or the related drafts or documents, if done in the absence of gross negligence or willful misconduct and in accordance with the standards or care specified in the Uniform Commercial Code of the State of New York, shall be binding on the Borrower and shall not result in any liability of such Issuing Lender to the Borrower.

3.7 Letter of Credit Payments. If any draft shall be presented for payment under any Letter of Credit, the relevant Issuing Lender shall promptly notify the Borrower of the date and amount thereof. The responsibility of such Issuing Lender to the Borrower in connection with any draft presented for payment under any Letter of Credit issued by such Issuing Lender shall, in addition to any payment obligation expressly provided for in such Letter of Credit, be limited to determining that the documents (including each draft) delivered under such Letter of Credit in connection with such presentment are substantially in conformity with such Letter of Credit.

3.8 Applications. To the extent that any provision of any Application related to any Letter of Credit is inconsistent with the provisions of this Agreement or any other Loan Document, the provisions of this Agreement or such other Loan Document shall apply.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Agents and the Lenders to enter into this Agreement and to make the Loans and issue or participate in the Letters of Credit, Holdings (to the extent applicable) and the Borrower hereby jointly represent and warrant (as to itself and each of its Restricted Subsidiaries) to the Agents and each Lender, which representations and warranties shall be deemed made on the Closing Date (to the extent relating to Holdings or the Initial Borrower, immediately before giving effect to the Merger Transactions and to the extent relating to Holdings, the Borrower or any Restricted Subsidiary, immediately after giving effect to the Merger Transactions) and on the date of each borrowing of Loans or issuance, extension or renewal of a Letter of Credit hereunder that:

4.1 Financial Condition. (a) The audited consolidated balance sheet of the Company and its Subsidiaries as at March 31, 2006, March 31, 2007 and March 31, 2008, and the related statements of income and of cash flows for the fiscal years ended on such dates, in each case with consolidating schedules for the U.S. government business of the Company and the other businesses of the Company, reported on by and accompanied by an unqualified report from Ernst & Young LLP, present fairly in all material respects the financial condition of the Company and its Subsidiaries as at such date, and the results of, their operations, their cash flows and their changes in stockholders' equity for the respective fiscal years then ended. All such financial statements, including the related schedules and notes thereto and year end adjustments, have been prepared in accordance with GAAP (except as otherwise noted therein).

(b) The pro forma consolidated balance sheet of the Borrower and its Subsidiaries as of June 30, 2008 (i) has been prepared in good faith based on assumptions that are believed by the Borrower to be reasonable at the time made (it being understood that such assumptions are based on good faith estimates with respect to certain items and that the actual amounts of such items on the Closing Date is subject to variation)), (ii) accurately reflects all adjustments necessary to give effect to the Transactions and (iii) presents fairly, in all material respects, the pro forma financial position of the Borrower and its Subsidiaries as of June 30, 2008, as if the Transactions had occurred on such date; provided that such

pro forma balance sheet has been prepared without giving effect to all purchase accounting or similar adjustments.

4.2 No Change. (a) As of the Closing Date, there has been no event, circumstance, development, change or effect that has had a Closing Date Material Adverse Effect since the date of the Merger Agreement.

(b) At any time after the Closing Date as of which this representation and warranty is made or deemed made, there has been no event, development or circumstance since March 31, 2008 that has had or would reasonably be expected to have a Material Adverse Effect.

4.3 Existence; Compliance with Law. Except as set forth in Schedule 4.3, each of Holdings, the Borrower and its Restricted Subsidiaries (other than any Immaterial Subsidiaries) (a) (i) is duly organized (or incorporated), validly existing and in good standing (or, only where if applicable, the equivalent status in any foreign jurisdiction) under the laws of the jurisdiction of its organization or incorporation, (ii) has the corporate or organizational power and authority, and the legal right, to own and operate its Property, to lease the Property it operates as lessee and to conduct the business in which it is currently engaged, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect and (iii) is duly qualified as a foreign corporation or limited liability company and in good standing (where such concept is relevant) under the laws of each jurisdiction where its ownership, lease or operation of Property or the conduct of its business requires such qualification except, in each case, to the extent that the failure to be so qualified or in good standing (where such concept is relevant) would not have a Material Adverse Effect and (b) is in compliance with all Requirements of Law except to the extent that any such failure to comply therewith would not have a Material Adverse Effect.

4.4 Corporate Power; Authorization; Enforceable Obligations. (a) Each Loan Party has the corporate power and authority to make, deliver and perform the Loan Documents to which it is a party and, in the case of the Borrower, to borrow or have Letters of Credit issued hereunder. Each Loan Party has taken all necessary corporate or other action to authorize the execution, delivery and performance of the Loan Documents to which it is a party and, in the case of the Borrower, to authorize the extensions of credit on the terms and conditions of this Agreement.

(b) No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority is required in connection with the extensions of credit hereunder or the execution, delivery, performance, validity or enforceability of this Agreement or any of the other Loan Documents, except (i) consents, authorizations, filings and notices described in Schedule 4.4, which consents, authorizations, filings and notices have been obtained or made and are in full force and effect or the failure to obtain which would not reasonably be expected to have a Material Adverse Effect and (ii) the filings referred to in Section 4.17.

(c) Each Loan Document has been duly executed and delivered on behalf of each Loan Party that is a party thereto. This Agreement constitutes, and each other Loan Document upon execution will constitute, a legal, valid and binding obligation of each Loan Party that is a party thereto, enforceable against each such Loan Party in accordance with its terms (provided that, with respect to the creation and perfection of security interests with respect to the Capital Stock of Foreign Subsidiaries, only to the extent enforceability of such obligation with respect to which Capital Stock is governed by the Uniform Commercial Code), except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law) and the implied covenants of good faith and fair dealing.

4.5 No Legal Bar. The execution, delivery and performance of this Agreement and the other Loan Documents by the Loan Parties thereto, the issuance of Letters of Credit, the borrowings hereunder and the use of the proceeds thereof will not (a) violate the organizational or governing documents of the Loan Parties, (b) except as would not reasonably be expected to have a Material Adverse Effect, violate any Requirement of Law binding on the Borrower or any of its Restricted Subsidiaries or any Contractual Obligation of Holdings, the Borrower or any of its Restricted Subsidiaries or (c) except as would not have a Material Adverse Effect, result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation (other than the Liens permitted by Section 7.3).

4.6 No Material Litigation. Except as set forth in Schedule 4.6, no litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of the Borrower, likely to be commenced within a reasonable time period against the Borrower or any of its Restricted Subsidiaries or against any of their Properties which, taken as a whole, would reasonably be expected to have a Material Adverse Effect.

4.7 No Default. No Default or Event of Default has occurred and is continuing (other than, on the Closing Date, as a result of a breach of any representation or warranty other than any Specified Representation).

4.8 Ownership of Property; Liens. Except as set forth in Schedule 4.8A, each of the Borrower and its Restricted Subsidiaries has good title in fee simple to, or a valid leasehold interest in, all its Real Property, and good title to, or a valid leasehold interest in, all its other Property (other than Intellectual Property), in each case, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect, and none of such Property is subject to any Lien except as permitted by the Loan Documents. Schedule 4.8B lists all Real Property which is owned or leased by any Loan Party as of the Closing Date.

4.9 Intellectual Property. Each of the Borrower and its Restricted Subsidiaries owns, or has a valid license to use, all Intellectual Property necessary for the conduct of its business as currently conducted free and clear of all Liens except as permitted by the Loan Documents, other than Intellectual Property owned by a Special Purpose Entity, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect. To the Borrower's knowledge, no holding, injunction, decision or judgment has been rendered by any Governmental Authority against the Borrower or any Restricted Subsidiary and neither the Borrower nor any of its Restricted Subsidiaries has entered into any settlement stipulation or other agreement (except license agreements in the ordinary course of business) which would limit, cancel or question the validity of the Borrower's or any Restricted Subsidiary's rights in, any Intellectual Property in any respect that would reasonably be expected to have a Material Adverse Effect. To Borrower's knowledge, no claim has been asserted or threatened or is pending by any Person challenging or questioning the use by the Borrower or its Restricted Subsidiaries of any Intellectual Property owned by the Borrower or any of its Restricted Subsidiaries or the validity or effectiveness of any Intellectual Property, except as would not reasonably be expected to have a Material Adverse Effect. To the Borrower's knowledge, the use of Intellectual Property by the Borrower and its Restricted Subsidiaries does not infringe on the rights of any Person in a manner that would reasonably be expected to have a Material Adverse Effect. The Borrower and its Restricted Subsidiaries take all reasonable actions that in the exercise of their reasonable business judgment should be taken to protect their Intellectual Property, including Intellectual Property that is confidential in nature, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

4.10 Taxes. Each of Holdings, the Borrower and its Restricted Subsidiaries (i) has filed or caused to be filed all federal, state, provincial and other tax returns that are required to be filed and (ii) has paid all taxes shown to be due and payable on said returns and all other taxes, fees or other charges imposed on it or any of its Property by any Governmental Authority (other than any the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which any reserves required in conformity with GAAP have been provided on the books of the Borrower or such Restricted Subsidiary, as the case may be), except in each case where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

4.11 Federal Regulations. No part of the proceeds of any Loans, and no other extensions of credit hereunder, will be used for any purpose that violates the provisions of the regulations of the Board. If requested by any Lender (through the Administrative Agent) or the Administrative Agent, the Borrower will furnish to the Administrative Agent and each Lender a statement to the foregoing effect in conformity with the requirements of FR Form G-3 or FR Form U-1 referred to in Regulation U.

4.12 ERISA. (a) Except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect: (i) neither a Reportable Event nor a failure to meet the minimum funding standards (within the meaning of Section 412(a) of the Code or Section 302(a)(2) of ERISA) with respect to periods beginning on or after January 1, 2008 or an "accumulated funding deficiency" (within the meaning of Section 412(a) of the Code or Section 302(a)(2) of ERISA) has occurred during the five-year period prior to the date on which this representation is made with respect to any Single Employer Plan, and each Single Employer Plan has complied with the applicable provisions of ERISA and the Code; (ii) no termination of a Single Employer Plan has occurred, and no Lien in favor of the PBGC or a Plan has arisen on the assets of Holdings, the Borrower or any of its Restricted Subsidiaries, during such five-year period; the present value of all accrued benefits under each Single Employer Plan (based on those assumptions used to fund such Plans) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Single Employer Plan allocable to such accrued benefits; (iii) none of Holdings, the Borrower or any of its Restricted Subsidiaries has had a complete or partial withdrawal from any Multiemployer Plan that has resulted or would reasonably be expected to result in a liability under ERISA; (iv) none of Holdings, the Borrower or any of its Restricted Subsidiaries would become subject to any liability under ERISA if the Borrower or such Restricted Subsidiary were to withdraw completely from all Multiemployer Plans as of the valuation date most closely preceding the date on which this representation is made; and (v) no Multiemployer Plan is in Reorganization or Insolvent.

(b) Holdings, the Borrower and its Restricted Subsidiaries have not incurred, and do not reasonably expect to incur, any liability under ERISA or the Code with respect to any plan within the meaning of Section 3(3) of ERISA which is subject to Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA that is maintained by a Commonly Controlled Entity (other than Holdings, the Borrower and its Restricted Subsidiaries) (a "Commonly Controlled Plan") merely by virtue of being treated as a single employer under Title IV of ERISA with the sponsor of such plan that would reasonably be likely to have a Material Adverse Effect and result in a direct obligation of Holdings, the Borrower or any of its Restricted Subsidiaries to pay money.

4.13 Investment Company Act. No Loan Party is an "investment company", or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

4.14 Subsidiaries. (a) The Subsidiaries listed on Schedule 4.14 constitute all the Subsidiaries of the Borrower at the Closing Date (and after giving effect to the Merger Transactions and, to the extent applicable, the Company Reorganization). Schedule 4.14 sets forth as of the Closing Date the name and jurisdiction of incorporation of each Subsidiary and, as to each Subsidiary, the percentage of each class of Capital Stock owned by any Loan Party and the designation of such Subsidiary as a Restricted Subsidiary or an Unrestricted Subsidiary.

(b) As of the Closing Date (and after giving effect to the Merger Transactions and, to the extent applicable, the Company Reorganization), except as set forth on Schedule 4.14 or as otherwise contemplated by the Merger Agreement, there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to officers, employees or directors and directors' qualifying shares) of any nature relating to any Capital Stock of the Borrower or any of its Restricted Subsidiaries.

4.15 Environmental Matters. Other than exceptions to any of the following that would not reasonably be expected to have a Material Adverse Effect, none of the Borrower or any of its Restricted Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law for the operation of the Business; or (ii) has become subject to any Environmental Liability.

4.16 Accuracy of Information, etc. As of the Closing Date, no statement or information (excluding the projections and pro forma financial information referred to below) contained in this Agreement, any other Loan Document or any certificate furnished to the Administrative Agent or the Lenders or any of them, by or on behalf of any Loan Party for use in connection with the transactions contemplated by this Agreement or the other Loan Documents when taken as a whole, contained as of the date such statement, information, or certificate was so furnished, any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not materially misleading. As of the Closing Date, the projections and pro forma financial information contained in the materials referenced above are based upon good faith estimates and assumptions believed by management of the Borrower to be reasonable at the time made, in light of the circumstances under which they were made, it being recognized by the Agents and the Lenders that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount.

4.17 Security Documents. (a) The Guarantee and Collateral Agreement is effective to create in favor of the Collateral Agent for the benefit of the Secured Parties, a legal, valid and enforceable security interest in the Collateral described therein of a type in which a security interest can be created under Article 9 of the UCC (including any proceeds of any such item of Collateral); provided that for purposes of this Section 4.17(a), Collateral shall be deemed to exclude any Property expressly excluded from the definition of "Collateral" as set forth in the Guarantee and Collateral Agreement (the "Excluded Collateral"). In the case of (i) the Pledged Securities described in the Guarantee and Collateral Agreement (other than Excluded Capital Stock) when any stock certificates or notes, as applicable, representing such Pledged Securities are delivered to the Collateral Agent, (ii) the Material Deposit Accounts and Material Securities Accounts described in the Guarantee and Collateral Agreement, when control agreements with respect to such Material Deposit Accounts and Material Securities Accounts are executed granting "control" (as defined in the UCC) of such accounts to the Collateral Agent and (iii) the other Collateral described in the Guarantee and Collateral Agreement (other than Excluded Collateral and deposit accounts and securities accounts that do not constitute Material Deposit Accounts and Material Securities Accounts),when financing statements in appropriate form are filed in the offices specified on

Schedule 4.17 (which financing statements have been duly completed and executed (as applicable) and delivered to the Collateral Agent) and such other filings as are specified on Schedule 3 to the Guarantee and Collateral Agreement are made, the Collateral Agent shall have a fully perfected first priority Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral (including any proceeds of any item of Collateral) (to the extent a security interest in such Collateral can be perfected through the filing of financing statements in the offices specified on Schedule 4.17 and the filings specified on Schedule 3 to the Guarantee and Collateral Agreement, and through the delivery of the Pledged Securities required to be delivered on the Closing Date), as security for the Obligations, in each case prior in right to the Lien of any other Person (except (i) in the case of Collateral other than Pledged Securities, Liens permitted by Section 7.3 and (ii) Liens having priority by operation of law) to the extent required by the Guarantee and Collateral Agreement.

(b) Upon the execution and delivery of any Mortgage to be executed and delivered pursuant to Section 6.8(b), such Mortgage shall be effective to create in favor of the Collateral Agent for the benefit of the Secured Parties a legal, valid and enforceable Lien on the Mortgaged Property described therein and proceeds thereof, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law) and the implied covenants of good faith and fair dealing; and when such Mortgage is filed in the recording office designated by the Borrower, such Mortgage shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Mortgaged Property and the proceeds thereof, as security for the Obligations (as defined in the relevant Mortgage), in each case prior and superior in right to any other Person (other than Liens permitted by Section 7.3 or other encumbrances or rights permitted by the relevant Mortgage).

4.18 Solvency. As of the Closing Date, the Loan Parties are (on a consolidated basis), and after giving effect to the Transactions will be, Solvent.

SECTION 5. CONDITIONS PRECEDENT

5.1 Conditions to Initial Extension of Credit. The agreement of each Lender to make the initial extension of credit requested to be made by it is subject to the satisfaction (or waiver), prior to or concurrently with the making of such extension of credit on the Closing Date, of the following conditions precedent:

(a) Credit Agreement; Mezzanine Loan Facility. The Administrative Agent shall have received (i) this Agreement, executed and delivered by the Administrative Agent, the Collateral Agent, Holdings, the Borrower, the Lead Arrangers, the Lenders party hereto and the Issuing Bank, (ii) the Guarantee and Collateral Agreement, executed and delivered by Holdings, the Borrower and each Subsidiary Guarantor and (iii) (subject to the last paragraph of this Section 5.1) with respect to each Material Real Property owned by a Loan Party as of the Closing Date, a Mortgage executed and delivery by such Loan Party in favor of the Collateral Agent for the benefit of the Secured Parties, covering such Real Property (together with such other documents relating thereto consistent with the requirements of Section 6.8(b)). The Administrative Agent shall have received evidence that the Mezzanine Loan Agreement has been executed and delivered by all Persons stated to be a party thereto in the form then most recently delivered to the Administrative Agent, and the Mezzanine Loans shall have been made.

(b) Transaction, etc. The following transactions shall be consummated:

(i) Merger. The Merger Transactions shall be consummated substantially concurrently with the initial funding of the Loans on the Closing Date (A) in accordance with the Merger Agreement and the related disclosure schedules and exhibits thereto, without waiver or amendment of any material provision thereof (other than any such waivers or amendments (including, without limitation, with respect to any representations and warranties in the Merger Agreement) as are not materially adverse to the Lenders or the Lead Arrangers (including, without limitation, the definition of "Company Material Adverse Effect" therein and the representation and warranty set forth in Section 4.8(c) thereof)) unless consented to by the Lead Arrangers (which consent shall not be unreasonably withheld or delayed) or (B) on such other terms and conditions as are reasonably satisfactory to the Lead Arrangers.

(ii) Equity Financing. The Permitted Investors shall have made equity contributions to, or purchased for cash equity of, Holdings in an aggregate amount that, together with all roll-over equity, constitutes not less than 40% of the pro forma capitalization of Holdings and its subsidiaries on a consolidated basis (after giving effect to the Transactions but excluding any Loans made or Letters of Credit issued under the Revolving Facility).

(iii) The representation and warranty of the Company contained in Section 4.8(c) of the Merger Agreement shall be true and correct as of the Closing Date as if made on and as of the Closing Date, except where the failure of such representation and warranty to be so true and correct has not had and would not be reasonably likely to have, individually or in the aggregate, a Closing Date Material Adverse Effect.

(c) Solvency Certificate. The Administrative Agent shall have received a solvency certificate signed by the chief financial officer on behalf of Holdings, substantially in the form of Exhibit G.

(d) Lien Searches. The Collateral Agent shall have received the results of a recent lien search in each of the jurisdictions in which Uniform Commercial Code financing statements or other filings or recordations should be made to evidence or perfect security interests in all assets of the Loan Parties, and such search shall reveal no liens on any of the assets of the Loan Party, except for Liens permitted by Section 7.3 or liens to be discharged on or prior to the Closing Date.

(e) Closing Certificate. The Administrative Agent shall have received a certificate of each Loan Party, dated as of the Closing Date, substantially in the form of Exhibit C, with appropriate insertions and attachments.

(f) Legal Opinions. The Administrative Agent shall have received an executed legal opinion of (i) Debevoise & Plimpton LLP, special New York counsel to the Loan Parties, substantially in the form of Exhibit E-1 and (ii) Morris, Nichols, Arsht & Tunnell LLP, special Delaware counsel to the Loan Parties, substantially in the form of Exhibit E-2.

(g) Pledged Stock; Stock Powers. The Collateral Agent shall have received the certificates, if any, representing the shares of Capital Stock held by a Loan Party pledged

pursuant to the Guarantee and Collateral Agreement, together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof.

(h) Filings, Registrations and Recordings. Each document (including, without limitation, any Uniform Commercial Code financing statement) required by the Security Documents to be filed, registered or recorded in order to create in favor of the Collateral Agent for the benefit of the Secured Parties, a first priority perfected Lien on the Collateral described therein, shall have been delivered to the Collateral Agent in proper form for filing, registration or recordation.

(i) Insurance. The Administrative Agent shall have received insurance certificates satisfying the requirements of Section 6.5(c).

(j) USA Patriot Act. The Lenders shall have received from each of the Loan Parties documentation and other information requested by any Lender no less than 10 calendar days prior to the Closing Date that is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the USA Patriot Act.

(k) Specified Representations. The Specified Representations shall be true and correct in all material respects.

Notwithstanding anything in any Loan Document to the contrary, (i) other than with respect to any Closing Date UCC Filing Collateral or Closing Date Stock Certificates, to the extent any collateral is not provided on the Closing Date after the Borrower's use of commercially reasonable efforts to do so, the delivery of such collateral shall not constitute a condition precedent to the availability of the Loans on the Closing Date, (ii) with respect to perfection of security interests in the Closing Date UCC Filing Collateral, the Borrower's sole obligation shall be to deliver, or cause to be delivered, necessary UCC financing statements to the Administrative Agent or to irrevocably authorize or cause the applicable Guarantor to irrevocably authorize the Administrative Agent to file necessary UCC financing statements and (iii) with respect to perfection of security interests in Closing Date Stock Certificates, the Borrower's sole obligation shall be to deliver to the Administrative Agent the Closing Date Stock Certificates as and to the extent they are delivered to the Borrower by the Company pursuant to the Merger Agreement, in each case, duly endorsed in blank.

5.2 Conditions to Each Revolving Loan Extension of Credit After Closing Date. The agreement of each Lender to make any Revolving Loan or to issue or participate in any Letter of Credit hereunder on any date after the Closing Date is subject to the satisfaction of the following conditions precedent:

(a) Representations and Warranties. Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct in all material respects, in each case on and as of such date as if made on and as of such date except to the extent that such representations and warranties relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date.

(b) No Default. No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the extensions of credit requested to be made on such date.

Each borrowing of a Revolving Loan by and issuance, extension or renewal of a Letter of Credit on behalf of the Borrower hereunder after the Closing Date shall constitute a representation and warranty by the Borrower as of the date of such extension of credit that the conditions contained in this Section 5.2 have been satisfied.

SECTION 6. AFFIRMATIVE COVENANTS

The Borrower (on behalf of itself and each of the Restricted Subsidiaries) hereby agrees that, so long as the Commitments remain in effect, any Letter of Credit remains outstanding (that has not been cash collateralized or backstopped, in each case on terms agreed to by the Borrower and the applicable Issuing Lender) or any Loan or other amount is owing to any Lender or any Agent hereunder (other than (i) contingent or indemnification obligations not then due and (ii) obligations in respect of Specified Hedge Agreements or Cash Management Obligations), the Borrower shall, and shall cause each of the Restricted Subsidiaries to:

6.1 Financial Statements. Furnish to the Administrative Agent for delivery to each Lender (which may be delivered via posting on IntraLinks or another similar electronic platform):

(a) within 120 days (or 135 days with respect to the fiscal year ending March 31, 2009) after the end of each fiscal year of the Borrower, commencing with the fiscal year ending March 31, 2009, a copy of the audited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, setting forth, commencing with the financial statements with respect to the fiscal year ending March 31, 2010, in comparative form the figures as of the end of and for the previous year, reported on without qualification arising out of the scope of the audit, by Ernst & Young LLP or other independent certified public accountants of nationally recognized standing; and

(b) within 45 days (or 60 days with respect to the fiscal quarters ending prior to March 31, 2009) after the end of each of the first three quarterly periods of each fiscal year of the Borrower, commencing with the fiscal quarter ending September 30, 2008, the unaudited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth, commencing after the first full fiscal year after the Closing Date, in comparative form the figures as of the end of and for the corresponding period in the previous year, certified by a Responsible Officer as being fairly stated in all material respects (subject to normal year-end audit adjustments and the lack of notes);

all such financial statements to be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods (except as disclosed therein and except in the case of the financial statements referred to in clause (b), for customary year-end adjustments and the absence of footnotes). The Borrower may satisfy its obligations under this Section 6.1 with respect to financial information of the Borrower and its consolidated Subsidiaries by delivering information relating to Holdings, the Borrower and its consolidated Subsidiaries.

Documents required to be delivered pursuant to this Section 6.1 may be delivered by posting such documents electronically with notice of such posting to the Administrative Agent and if so posted, shall be deemed to have been delivered on the date on which such documents are posted on the Borrower's behalf on IntraLinks/IntraAgency or another relevant website, if any, to which each Lender

and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent).

6.2 Certificates; Other Information. Furnish to the Administrative Agent for delivery to each Lender, or, in the case of clause (g), to the relevant Lender:

(a) to the extent permitted by the internal policies of such independent certified public accountants, concurrently with the delivery of the financial statements referred to in Section 6.1(a), a certificate of the independent certified public accountants in customary form reporting on such financial statements stating that in making the examination necessary therefor no knowledge was obtained of any Default or Event of Default arising under Section 7.1, except as specified in such certificate;

(b) concurrently with the delivery of any financial statements pursuant to Section 6.1, (i) a Compliance Certificate of a Responsible Officer on behalf of the Borrower stating that such Responsible Officer has obtained no knowledge of any Default or Event of Default that has occurred and is continuing except as specified in such certificate and (ii) to the extent not previously disclosed to the Administrative Agent, (x) a description of any Default or Event of Default that occurred and (y) a description of any new Subsidiary and of any change in the name or jurisdiction of organization of any Loan Party and a listing of any material registrations of or applications for United States Intellectual Property by any Loan Party since the date of the most recent list delivered pursuant to this clause (or, in the case of the first such list so delivered, since the Closing Date);

(c) not later than 120 days (or 135 days with respect to the fiscal year ending March 31, 2009) after the end of each fiscal year of the Borrower, a detailed consolidated budget for the following fiscal year (including a projected consolidated balance sheet of the Borrower and its Subsidiaries as of the end of the following fiscal year and the related consolidated statements of projected cash flow and projected income (collectively, the "Annual Operating Budget")); provided that at any time the Borrower, Holdings or any Parent Company is subject to the reporting requirements set forth in Section 13(a) or 15(d) of the Securities Exchange Act of 1934, the Administrative Agent shall deliver the Annual Operating Budget only to "private-side" Lenders (i.e., Lenders that wish to receive material non-public information with respect to any Loan Party or its securities for purposes of United States federal or state securities laws).

(d) promptly after the same are sent, copies of all financial statements and material reports that the Borrower sends to the holders of any class of its debt securities or public equity securities (except for Permitted Investors) and, promptly after the same are filed, copies of all financial statements and reports that the Borrower may make to, or file with, the SEC, in each case to the extent not already provided pursuant to Section 6.1 or any other clause of this Section 6.2;

(e) promptly upon delivery thereof to the Borrower and to the extent permitted, copies of any accountants' letters addressed to its Board of Directors (or any committee thereof);

(f) promptly upon delivery thereof under the relevant agreement, notice of any default or event of default under the Mezzanine Loan Facility, and, prior to the effectiveness thereof, copies of substantially final drafts of any proposed material amendment, supplement, waiver or other modification with respect to the Mezzanine Loan Facility; and

(g) promptly, such additional financial and other information as the Administrative Agent (for its own account or upon the request from any Lender) may from time to time reasonably request.

Notwithstanding anything to the contrary in this Section 6.2, none of Holdings, the Borrower or any of the Restricted Subsidiaries will be required to disclose any document, information or other matter that (i) constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law or any binding agreement, (iii) is subject to attorney-client or similar privilege or constitutes attorney work product or (iv) constitutes classified information.

Documents required to be delivered pursuant to this Section 6.2 may be delivered by posting such documents electronically with notice of such posting to the Administrative Agent and each Lender and if so posted, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or to provide a link thereto on the Borrower's website or (ii) on which such documents are posted on the Borrower's behalf on IntraLinks/IntraAgency or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent).

6.3 Payment of Taxes. Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all its material Taxes, governmental assessments and governmental charges (other than Indebtedness), except (a) where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves required in conformity with GAAP with respect thereto have been provided on the books of the Borrower or its Restricted Subsidiaries, as the case may be, or (b) to the extent that failure to pay or satisfy such obligations would not reasonably be expected to have a Material Adverse Effect.

6.4 Conduct of Business and Maintenance of Existence, etc.; Compliance. (a) Preserve, renew and keep in full force and effect its corporate or other existence and take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business, except, in each case, as otherwise permitted by Section 7.4 or except to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect; and (b) comply with all Requirements of Law except to the extent that failure to comply therewith would not reasonably be expected to have a Material Adverse Effect.

6.5 Maintenance of Property; Insurance. (a) Keep all Property useful and necessary in its business in reasonably good working order and condition, ordinary wear and tear excepted, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

(b) Take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office or the United States Copyright Office, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material United States Intellectual Property owned by the Borrower or its Restricted Subsidiaries, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

(c) Maintain insurance with financially sound and reputable insurance companies on all its material Property in at least such amounts and against at least such risks as are usually insured against in the same general area by companies engaged in the same or a similar business. All such insurance

shall, to the extent customary (but in any event, not including business interruption insurance and personal injury insurance) (i) provide that no cancellation thereof shall be effective until at least 10 days after receipt by the Administrative Agent of written notice thereof and (ii) name the Administrative Agent as insured party or loss payee.

(d) With respect to any Mortgaged Properties, if at any time the area in which the Premises (as defined in the Mortgages, if any) are located is designated a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), obtain flood insurance in such reasonable total amount as the Collateral Agent may from time to time reasonably require, and otherwise to ensure compliance with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as it may be amended from time to time.

6.6 Inspection of Property; Books and Records; Discussions. (a) Keep proper books of records and account in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all material financial dealings and transactions in relation to its business and activities, (b) permit representatives of any Lender to visit and inspect any of its properties and examine and make abstracts from any of its books and records upon reasonable notice and at such reasonable times during normal business hours (provided that (i) such visits shall be coordinated by the Administrative Agent, (ii) such visits shall be limited to no more than one such visit per calendar year, and (iii) such visits by any Lender shall be at the Lender's expense, except in the case of clauses (ii) and (iii) during the continuance of an Event of Default), (c) permit representatives of any Lender to have reasonable discussions regarding the business, operations, properties and financial and other condition of the Borrower and its Restricted Subsidiaries with officers and employees of the Borrower and its Restricted Subsidiaries (provided that (i) a Responsible Officer of the Borrower shall be afforded the opportunity to be present during such discussions, (ii) such discussions shall be coordinated by the Administrative Agent, and (iii) such discussions shall be limited to no more than once per calendar quarter except during the continuance of an Event of Default) and (d) permit representatives of the Administrative Agent to have reasonable discussions regarding the business, operations, properties and financial and other condition of the Borrower and its Restricted Subsidiaries with its independent certified public accountants to the extent permitted by the internal policies of such independent certified public accountants (provided that (i) a Responsible Officer of the Borrower shall be afforded the opportunity to be present during such discussions and (ii) such discussions shall be limited to no more than once per calendar year except during the continuance of an Event of Default). Notwithstanding anything to the contrary in this Section 6.6, none of Holdings, the Borrower or any of the Restricted Subsidiaries will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter that (i) constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law or any binding agreement, (iii) is subject to attorney-client or similar privilege or constitutes attorney work product or (iv) constitutes classified information.

6.7 Notices. Promptly upon a Responsible Officer of the Borrower or any Subsidiary Guarantor obtaining knowledge thereof, give notice to the Administrative Agent of:

(a) the occurrence of any Default or Event of Default;

(b) any litigation, investigation or proceeding which may exist at any time between the Borrower or any of its Restricted Subsidiaries and any other Person, that in either case, would reasonably be expected to have a Material Adverse Effect;

(c) the following events, that would reasonably be expected to have a Material Adverse Effect, as soon as possible and in any event within 30 days after the Borrower or any Subsidiary Guarantor knows thereof: (i) the occurrence of any Reportable Event with respect to any Single Employer Plan, a failure to make any required contribution to a Plan, the creation of any Lien in favor of the PBGC or a Plan on the assets of Holdings, the Borrower or any of its Restricted Subsidiaries or any withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan, (ii) the institution of proceedings or the taking of any other action by the PBGC or Holdings or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan or (iii) the occurrence of any similar events with respect to a Commonly Controlled Plan, that would reasonably be likely to result in a direct obligation of the Borrower or any of its Restricted Subsidiaries to pay money;

(d) any development or event that has had or would reasonably be expected to have a Material Adverse Effect; and

(e) the acquisition of any Property after the Closing Date in which the Collateral Agent does not already have a perfected security interest and in which a security interest is required to be created or perfected pursuant to Section 6.8.

Each notice pursuant to this Section 6.7 shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action the Borrower or the relevant Restricted Subsidiary proposes to take with respect thereto.

6.8 Additional Collateral, etc. (a) With respect to any Property (other than Excluded Collateral) located in the United States having a value, individually or in the aggregate, of at least $2,000,000 acquired after the Closing Date by any Loan Party (other than (w) any interests in Real Property and any Property described in paragraph (c) or paragraph (d) of this Section 6.8, (x) any Property subject to a Lien expressly permitted by Section 7.3(g) or 7.3(z), (y) Instruments, Certificated Securities, Securities and Chattel Paper, which are referred to in the last sentence of this paragraph (a) and (z) Government Contracts, deposit accounts and securities accounts (the Loan Parties' obligations with respect to which are contained in the Guarantee and Collateral Agreement)) as to which the Collateral Agent for the benefit of the Secured Parties does not have a perfected Lien, promptly (i) give notice of such Property to the Collateral Agent and execute and deliver to the Collateral Agent such amendments to the Guarantee and Collateral Agreement or such other documents as the Collateral Agent reasonably requests to grant to the Collateral Agent for the benefit of the Secured Parties a security interest in such Property and (ii) take all actions reasonably requested by the Collateral Agent to grant to the Collateral Agent for the benefit of the Secured Parties a perfected security interest (to the extent required by the Security Documents and with the priority required by Section 4.17) in such Property (with respect to Property of a type owned by a Loan Party as of the Closing Date to the extent the Collateral Agent for the benefit of the Secured Parties, has a perfected security interest in such Property as of the Closing Date), including, without limitation, the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be reasonably requested by the Collateral Agent. If any amount in excess of $5,000,000 payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument, Certificated Security, Security or Chattel Paper (or, if more than $5,000,000 in the aggregate payable under or in connection with the Collateral shall become evidenced by Instruments, Certificated Securities, Securities or Chattel Paper), such Instrument, Certificated Security, Security or Chattel Paper shall be promptly delivered to the Collateral Agent indorsed in a manner reasonably satisfactory to the Collateral Agent to be held as Collateral pursuant to this Agreement.

(b) With respect to any fee interest in any Material Real Property acquired after the Closing Date by any Loan Party (other than Excluded Real Property), (i) give notice of such acquisition to the Collateral Agent and, if requested by the Collateral Agent execute and deliver a first priority Mortgage (subject to liens permitted by Section 7.3) in favor of the Collateral Agent for the benefit of the Secured Parties, covering such Real Property (provided that no Mortgage nor survey shall be obtained if the Administrative Agent determines in consultation with the Borrower that the costs of obtaining such Mortgage or survey are excessive in relation to the value of the security to be afforded thereby), (ii) if reasonably requested by the Collateral Agent (A) provide the Lenders with a lenders' title insurance policy with extended coverage covering such Real Property in an amount at least equal to the purchase price of such Real Property (or such other amount as shall be reasonably specified by the Collateral Agent) as well as a current ALTA survey thereof, together with a surveyor's certificate unless the title insurance policy referred to above shall not contain an exception for any matter shown by a survey (except to the extent an existing survey has been provided and specifically incorporated into such title insurance policy), each in form and substance reasonably satisfactory to the Collateral Agent, (B) use commercially reasonable efforts to obtain any consents or estoppels reasonably deemed necessary by the Collateral Agent, in connection with such Mortgage, each of the foregoing in form and substance reasonably satisfactory to the Collateral Agent and (C) provide to the Administrative Agent evidence of flood hazard insurance if any portion of the improvements on the owned Property is currently or at any time in the future identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (and any amendment or successor act thereto) or otherwise being designated as a "special flood hazard area or part of a 100 year flood zone", in an amount equal to 100% of the full replacement cost of the improvements; provided, however, that a portion of such flood hazard insurance may be obtained under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994, as each may be amended and (iii) if requested by the Collateral Agent deliver to the Collateral Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Collateral Agent.

(c) Except as otherwise contemplated by Section 7.7(p), with respect to any new Subsidiary that is a Non-Excluded Subsidiary created or acquired after the Closing Date (which, for the purposes of this paragraph, shall include any Subsidiary that was previously an Excluded Subsidiary that becomes a Non-Excluded Subsidiary) by any Loan Party, promptly (i) give notice of such acquisition or creation to the Collateral Agent and, if requested by the Collateral Agent, execute and deliver to the Collateral Agent such amendments to the Guarantee and Collateral Agreement or such other documents as the Collateral Agent reasonably deems necessary to grant to the Collateral Agent for the benefit of the Secured Parties a perfected security interest (to the extent required by the Security Documents and with the priority required by Section 4.17) in the Capital Stock of such new Subsidiary that is owned by such Loan Party, (ii) deliver to the Collateral Agent the certificates, if any, representing such Capital Stock, together with undated stock powers, in blank, executed and delivered by a duly authorized officer of such Loan Party, and (iii) cause such new Subsidiary (A) to become a party to the Guarantee and Collateral Agreement and (B) to take such actions necessary or advisable to grant to the Collateral Agent for the benefit of the Secured Parties a perfected security interest (to the extent required by the Security Documents and with the priority required by Section 4.17) in the Collateral described in the Guarantee and Collateral Agreement with respect to such new Subsidiary (to the extent the Collateral Agent, for the benefit of the Secured Parties, has a perfected security interest in the same type of Collateral as of the Closing Date), including, without limitation, the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be reasonably requested by the Collateral Agent. Without limiting the foregoing, if (i) the aggregate Consolidated Total Assets or annual consolidated revenues of all Subsidiaries designated as "Immaterial

Subsidiaries" hereunder shall at any time exceed 7.5% of Consolidated Total Assets or annual consolidated revenues, respectively, of the Borrower and its Restricted Subsidiaries (as reflected on the most recent financial statements delivered pursuant to Section 6.1 prior to such time) or (ii) if any Subsidiary shall at any time cease to constitute an Immaterial Subsidiary under clause (i) of the definition of "Immaterial Subsidiary" (as reflected on the most recent financial statements delivered pursuant to Section 6.1 prior to such time), the Borrower shall promptly, (x) in the case of clause (i) above, rescind the designation as "Immaterial Subsidiaries" of one or more of such Subsidiaries so that, after giving effect thereto, the aggregate Consolidated Total Assets or annual consolidated revenues, as applicable, of all Subsidiaries so designated (and which designations have not been rescinded) shall not exceed 7.5% of Consolidated Total Assets or annual consolidated revenues, respectively, of the Borrower and its Restricted Subsidiaries (as reflected on the most recent financial statements delivered pursuant to Section 6.1 prior to such time), as applicable, and (y) in the case of clauses (i) and (ii) above, to the extent not already effected, (A) cause each affected Subsidiary to take such actions to become a "Subsidiary Guarantor" hereunder and under the Guarantee and Collateral Agreement and execute and deliver the documents and other instruments referred to in this paragraph (c) to the extent such affected Subsidiary is not otherwise an Excluded Subsidiary and (B) cause the owner of the Capital Stock of such affected Subsidiary to take such actions to pledge such Capital Stock to the extent required by, and otherwise in accordance with, the Guarantee and Collateral Agreement and execute and deliver the documents and other instruments required hereby and thereby unless such Capital Stock otherwise constitutes Excluded Capital Stock.

(d) Except as otherwise contemplated by Section 7.7(p), with respect to any new first tier Foreign Subsidiary that is a Non-Excluded Subsidiary created or acquired after the Closing Date by any Loan Party, promptly (i) give notice of such acquisition or creation to the Collateral Agent and, if requested by the Collateral Agent, execute and deliver to the Collateral Agent such amendments to the Guarantee and Collateral Agreement as the Collateral Agent deems necessary or reasonably advisable in order to grant to the Collateral Agent, for the benefit of the Secured Parties, a perfected security interest (to the extent required by the Security Documents and with the priority required by Section 4.17) in the Capital Stock of such new Subsidiary (other than any Excluded Capital Stock) that is owned by such Loan Party and (ii) deliver to the Collateral Agent the certificates, if any, representing such Capital Stock (other than any Excluded Capital Stock), together with undated stock powers, in blank, executed and delivered by a duly authorized officer of such Loan Party, and take such other action as may be necessary or, in the reasonable opinion of the Collateral Agent, desirable to perfect or ensure appropriate priority the Lien of the Collateral Agent thereon.

(e) Notwithstanding anything in this Section 6.8 to the contrary, neither the Borrower nor any of its Restricted Subsidiaries shall be required to take any actions in order to perfect the security interest in the Collateral granted to the Collateral Agent for the ratable benefit of the Secured Parties under the laws of any jurisdiction outside the United States.

(f) Notwithstanding the foregoing, to the extent any new Restricted Subsidiary is created solely for the purpose of consummating a merger transaction pursuant to an acquisition permitted by Section 7.7, and such new Subsidiary at no time holds any assets or liabilities other than any merger consideration contributed to it contemporaneously with the closing of such merger transaction, such new Subsidiary shall not be required to take the actions set forth in Section 6.8(c) or 6.8(d), as applicable, until the respective acquisition is consummated (at which time the surviving entity of the respective merger transaction shall be required to so comply within ten Business Days).

(g) From time to time the Loan Parties shall execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take all such actions, as the

Collateral Agent may reasonably request for the purposes implementing or effectuating the provisions of this Agreement and the other Loan Documents, or of renewing the rights of the Secured Parties with respect to the Collateral as to which the Collateral Agent, for the ratable benefit of the Secured Parties, has a perfected Lien pursuant hereto or thereto, including, without limitation, filing any financing or continuation statements or financing change statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created thereby. Notwithstanding the foregoing, the provisions of this Section 6.8 shall not apply to assets as to which the Administrative Agent and the Borrower shall reasonably determine that the costs and burdens of obtaining a security interest therein or perfection thereof outweigh the value of the security afforded thereby.

6.9 Use of Proceeds. The proceeds of the Tranche A Term Loans and Tranche B Term Loans shall be used solely to effect the Merger Transactions, the Refinancing and to pay related fees and expenses. The proceeds of the Tranche C Term Loans shall be used solely to effect the Recapitalization Transactions (including payments in respect of stock options in connection with the Recapitalization Transactions) and to pay related fees and expenses. The proceeds of the Revolving Loans, the Swingline Loans and the Letters of Credit shall be used to finance a portion of the Merger Transactions (including purchase price adjustments), to finance the Refinancing, to finance Permitted Acquisitions and Investments permitted hereunder and for other general corporate purposes of the Borrower and its Subsidiaries not prohibited by this Agreement.

6.10 Post-Closing Undertakings. Within the time period specified on Schedule 6.10 (or such later date to which the Administrative Agent consents), comply with the provisions set forth in Schedule 6.10.

SECTION 7. NEGATIVE COVENANTS

The Borrower (on behalf of itself and each of the Restricted Subsidiaries) hereby agrees that, so long as the Commitments remain in effect, any Letter of Credit remains outstanding (that has not been cash collateralized or backstopped, in each case on terms agreed to by the Borrower and the applicable Issuing Lender) or any Loan or other amount is owing to any Lender or any Agent hereunder (other than (i) contingent or indemnification obligations not then due and (ii) obligations in respect of Specified Hedge Agreements or Cash Management Obligations), the Borrower shall not, and shall not permit any of the Restricted Subsidiaries to:

7.1 Financial Covenants. (a) Consolidated Total Leverage Ratio. Commencing with the Test Period ending December 31, 2008, permit the Consolidated Total Leverage Ratio as at the last day of any Test Period ending in any period set forth below to be in excess of the ratio set forth below for such period:

Period	Consolidated Total Leverage Ratio
December 31, 2008	6.25:1.00
March 31, 2009	6.25:1.00
June 30, 2009	6.00:1.00
September 30, 2009	5.75:1.00
December 31, 2009	5.75:1.00
March 31, 2010	5.75:1.00
June 30, 2010	5.50:1.00
September 30, 2010	5.50:1.00
December 31, 2010	5.00:1.00
March 31, 2011	5.00:1.00
June 30, 2011	4.50:1.00
September 30, 2011	4.50:1.00
December 31, 2011	4.25:1.00
March 31, 2012	4.25:1.00
June 30, 2012	4.00:1.00
September 30, 2012	4.00:1.00
December 31, 2012	3.75:1.00
and thereafter	

(b) Consolidated Net Interest Coverage Ratio. Commencing with the Test Period ending December 31, 2008, permit the Consolidated Net Interest Coverage Ratio as at the last day of any Test Period ending in any period set forth below to be less than the ratio set forth below for such period:

Period	Consolidated Net Interest Coverage Ratio
December 31, 2008	1.60:1.00
March 31, 2009	1.60:1.00
June 30, 2009	1.70:1.00
September 30, 2009	1.75:1.00
December 31, 2009	1.70:1.00
March 31, 2010	1.70:1.00
June 30, 2010	1.80:1.00
September 30, 2010	1.80:1.00
December 31, 2010	1.90:1.00
March 31, 2011	1.90:1.00
June 30, 2011	2.00:1.00
September 30, 2011	2.00:1.00
December 31, 2011	2.10:1.00
March 31, 2012	2.10:1.00
June 30, 2012	2.20:1.00
September 30, 2012	2.20:1.00
December 31, 2012	2.30:1.00
and thereafter	

7.2 Indebtedness. Create, issue, incur, assume, or permit to exist any Indebtedness, except:

(a) Indebtedness of the Borrower and any Restricted Subsidiary pursuant to any Loan Document or Hedge Agreement or in respect of any Cash Management Obligations;

(b) Indebtedness (i) of the Borrower to any of its Restricted Subsidiaries or Holdings or of any Subsidiary Guarantor to Holdings, the Borrower or any Restricted Subsidiary, provided that any such Indebtedness owing to a Restricted Subsidiary that is not a Subsidiary Guarantor is expressly subordinated in right of payment to the Obligations pursuant to the Guarantee and Collateral Agreement or otherwise and (ii) of any Non-Guarantor Subsidiary to any other Non-Guarantor Subsidiary;

(c) Indebtedness (including, without limitation, Capital Lease Obligations) secured by Liens permitted by Section 7.3(g) in an aggregate principal amount, when combined with the aggregate principal amount of Indebtedness outstanding under clauses (t) and (u) of this Section 7.2, not to exceed $75,000,000 at any one time outstanding;

(d) (i) Indebtedness outstanding on the Closing Date and listed on Schedule 7.2(d) and any Permitted Refinancing thereof and (ii) Indebtedness otherwise permitted under Section 7.10;

(e) Guarantee Obligations (i) by the Borrower or any of its Restricted Subsidiaries of obligations of the Borrower or any Subsidiary Guarantor not prohibited by this Agreement to be incurred and (ii) by any Non-Guarantor Subsidiary of obligations of any other Non-Guarantor Subsidiary;

(f) Indebtedness of the Borrower or any of its Restricted Subsidiaries arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn by the Borrower or such Restricted Subsidiary in the ordinary course of business against insufficient funds, so long as such Indebtedness is promptly repaid;

(g) (A) Indebtedness of any joint venture or Non-Guarantor Subsidiary owing to any Loan Party and (B) Guarantee Obligations of the Borrower or any Subsidiary Guarantor of Indebtedness of any joint venture or Non-Guarantor Subsidiary, to the extent such Indebtedness and Guarantee Obligations are permitted as Investments by Section 7.7(h), (k), (m) or (v);

(h) Indebtedness in the form of earn-outs, indemnification, incentive, non-compete, consulting or other similar arrangements and other contingent obligations in respect of acquisitions or Investments permitted by Section 7.7 (both before or after any liability associated therewith becomes fixed);

(i) (i) Indebtedness of the Borrower in respect of the Mezzanine Loan Agreement in an aggregate principal amount not to exceed $550,000,000, plus any accrued pay-in-kind interest, capitalized interest, accrued interest, fees, discounts, premiums and expenses, in each case, in respect thereof, (ii) Guarantee Obligations of any Subsidiary Guarantor in respect of such Indebtedness, interest, fees, discounts, premiums and expenses; provided that, in each case, in the case of any guarantee of Indebtedness in respect of the Mezzanine Loan Agreement by any Restricted Subsidiary that is not a Subsidiary Guarantor, such Restricted Subsidiary becomes a Subsidiary Guarantor under this Agreement at or prior to the time of such guarantee, and (iii) any Permitted Refinancing thereof;

(j) additional Indebtedness of the Borrower or any of its Restricted Subsidiaries in an aggregate principal amount (for the Borrower and all Restricted Subsidiaries), not to exceed $75,000,000 at any time outstanding;

(k) Indebtedness of Non-Guarantor Subsidiaries in respect of local lines of credit, letters of credit, bank guarantees, factoring arrangements, sale/leaseback transactions and similar extensions of credit in the ordinary course of business, in an aggregate principal amount, when combined with the aggregate principal amount of Indebtedness outstanding under clause (s)(iii) of this Section 7.2, not to exceed $35,000,000 at any one time outstanding;

(l) Indebtedness of the Borrower or any of its Restricted Subsidiaries in respect of workers' compensation claims, bank guarantees, warehouse receipts or similar facilities, property casualty or liability insurance, take-or-pay obligations in supply arrangements, self-insurance obligations, performance, bid, customs, government, appeal and surety bonds, completion guaranties and other obligations of a similar nature, in each case in the ordinary course of business;

(m) Indebtedness incurred by the Borrower or any of its Restricted Subsidiaries arising from agreements providing for indemnification related to sales of goods or adjustment of purchase price or similar obligations in any case incurred in connection with the acquisition or Disposition of any business, assets or Subsidiary;

(n) Indebtedness supported by a Letter of Credit, in a principal amount not in excess of the stated amount of such Letter of Credit;

(o) Indebtedness issued in lieu of cash payments of Restricted Payments permitted by Section 7.6; provided that such Indebtedness is subordinated to the Obligations on terms reasonably satisfactory to the Administrative Agent;

(p) Permitted Subordinated Indebtedness in an aggregate principal amount not to exceed $50,000,000 at any one time outstanding and any guarantees incurred in respect thereof;

(q) Indebtedness of the Borrower or any Subsidiary Guarantor as an account party in respect of trade letters of credit issued in the ordinary course of business;

(r) Indebtedness owing to any insurance company in connection with the financing of any insurance premiums permitted by such insurance company in the ordinary course of business;

(s) (i) Guarantee Obligations made in the ordinary course of business; provided that such Guarantees are not of Indebtedness for Borrowed Money, (ii) Guarantee Obligations in respect of lease obligations of Booz & Company Inc. and its Affiliates and (iii) Guarantee Obligations in respect of Indebtedness of joint ventures; provided that the aggregate principal amount of any such Guarantee Obligations under this sub-clause (iii), when combined with the aggregate principal amount of Indebtedness outstanding under clause (k) of this Section 7.2, shall not exceed $35,000,000 at any time outstanding;

(t) Indebtedness of any Person that becomes a Restricted Subsidiary or is merged into the Borrower or a Restricted Subsidiary after the Closing Date as part of an acquisition, merger or consolidation or amalgamation or other Investment not prohibited hereunder (a "New Subsidiary"), which Indebtedness exists at the time of such acquisition, merger or consolidation

or amalgamation or other Investment, and any Permitted Refinancing thereof; provided that (A) such Indebtedness exists at the time such Person becomes a Restricted Subsidiary or is merged into the Borrower or a Restricted Subsidiary and is not created in contemplation of or in connection with such Person becoming a Restricted Subsidiary or with such merger (except to the extent such Indebtedness refinanced other Indebtedness to facilitate such Person becoming a Restricted Subsidiary), (B) the aggregate principal amount of Indebtedness permitted by this clause (t) and Sections 7.2(c) and 7.2(u) shall not at any one time outstanding exceed $75,000,000 and (C) neither the Borrower nor any Restricted Subsidiary (other than the applicable New Subsidiary) shall provide security therefor;

(u) Indebtedness incurred to finance any acquisition or other Investment permitted under Section 7.7 in an aggregate amount for all such Indebtedness together with the aggregate principal amount of Indebtedness permitted by Sections 7.2(c) and 7.2(t) not to exceed $75,000,000 at any one time outstanding;

(v) other unsecured Indebtedness so long as, at the time of incurrence thereof, (i) after giving effect to the incurrence of such unsecured Indebtedness (as if such unsecured Indebtedness had been incurred on the first day of the most recently completed period of four consecutive fiscal quarters of the Borrower ending on or prior to such date), the Consolidated Total Leverage Ratio would be less than or equal to 4.25 to 1.00, (ii) no Default or Event of Default shall have occurred and be continuing at the time of incurrence of such unsecured Indebtedness or would result therefrom; and (iii) the terms of such unsecured Indebtedness do not provide for any scheduled repayment, mandatory redemption or sinking fund obligation prior to the date at least 180 days following the Term Maturity Date (or such later date that is the latest final maturity date of any incremental extension of credit hereunder);

(w) (i) Indebtedness representing deferred compensation or stock-based compensation to employees of the Borrower or any Restricted Subsidiary incurred in the ordinary course of business and (ii) Indebtedness consisting of obligations of the Borrower or any Restricted Subsidiary under deferred compensation or other similar arrangements incurred in connection with the Merger Transactions and any Investment permitted hereunder;

(x) Indebtedness issued by the Borrower or any Restricted Subsidiary to the officers, directors and employees of Holdings, any Parent Company, the Borrower or any Restricted Subsidiary, in lieu of or combined with cash payments to finance the purchase of Capital Stock of Holdings, any Parent Company or the Borrower, in each case, to the extent such purchase is permitted by Section 7.6(e);

(y) Indebtedness in respect of overdraft facilities, employee credit card programs, netting services, automatic clearinghouse arrangements and other cash management and similar arrangements in the ordinary course of business;

(z) (i) Indebtedness of the Borrower or any of its Restricted Subsidiaries undertaken in connection with cash management and related activities with respect to any Subsidiary or joint venture in the ordinary course of business and (ii) Indebtedness of the Borrower or any Restricted Subsidiary to any joint venture (regardless of the form of legal entity) that is not a Subsidiary arising in the ordinary course of business in connection with the cash management operations (including in respect of intercompany self-insurance arrangements) of the Borrower and its Restricted Subsidiaries;

(aa) all premium (if any), interest (including post-petition interest), fees, expenses, charges, accretion or amortization of original issue discount, accretion of interest paid in kind and additional or contingent interest on obligations described in clauses (a) through (z) above.

For purposes of determining compliance with this Section 7.2, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Indebtedness described in clauses (c), (j), (k), (p), (s)(iii), (t), (u) or (v) above, the Borrower shall, in its sole discretion, classify and reclassify or later divide, classify or reclassify such item of Indebtedness (or any portion thereof) and may include the amount and type of such Indebtedness in one or more of the above clauses; provided, that, for the avoidance of doubt, Indebtedness reclassified under Section 7.2(v) must be unsecured.

7.3 Liens. Create, incur, assume or suffer to exist any Lien upon any of its Property, whether now owned or hereafter acquired, except for:

(a) Liens for taxes not yet due or which are being contested in good faith by appropriate proceedings; provided that adequate reserves with respect thereto are maintained on the books of the Borrower or its Restricted Subsidiaries, as the case may be, to the extent required by GAAP;

(b) landlords', carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 60 days or that are being contested in good faith by appropriate proceedings;

(c) pledges, deposits or statutory trusts in connection with workers' compensation, unemployment insurance and other social security legislation;

(d) deposits and other Liens to secure the performance of bids, government, trade and other similar contracts (other than for borrowed money), leases, subleases, statutory obligations, surety, judgment and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) encumbrances shown as exceptions in the title insurance policies insuring the Mortgages, easements, zoning restrictions, rights-of-way, restrictions and other similar encumbrances incurred in the ordinary course of business that, in the aggregate, do not materially detract from the value of the Property subject thereto or materially interfere with the ordinary conduct of the business of the Borrower or any of its Restricted Subsidiaries;

(f) Liens (i) in existence on the Closing Date listed on Schedule 7.3(f) (or to the extent not listed on such Schedule 7.3(f), where the fair market value of the Property to which such Lien is attached is less than $5,000,000), (ii) securing Indebtedness permitted by Section 7.2(d) and (iii) created after the Closing Date in connection with any refinancing, refundings, or renewals or extensions thereof permitted by Section 7.2(d); provided that no such Lien is spread to cover any additional Property of the Borrower or any Restricted Subsidiary after the Closing Date and that the amount of Indebtedness secured thereby is not increased;

(g) (i) Liens securing Indebtedness of the Borrower or any Restricted Subsidiary incurred pursuant to Sections 7.2(c), 7.2(g), 7.2(j), 7.2(k), 7.2(r), 7.2(s), 7.2(t), 7.2(u) and 7.2(w); provided that (A) in the case of any such Liens securing Indebtedness incurred pursuant to Section 7.2(u) to the extent incurred to finance Acquisitions or Investments permitted under Section 7.7, (x) such Liens shall be created substantially concurrently with, or within 90 days after, the

acquisition of the assets financed by such Indebtedness and (y) such Liens do not at any time encumber any Property of the Borrower or any Restricted Subsidiary other than the Property financed by such Indebtedness and the proceeds thereof, (B) in the case of any such Liens securing Indebtedness pursuant to Sections 7.2(g) or 7.2(k), such Liens do not at any time encumber any Property of the Borrower or any Subsidiary Guarantor, (C) in the case of any such Liens securing Indebtedness incurred pursuant to Section 7.2(s), such Liens do not encumber any Property other than cash paid to any such insurance company in respect of such insurance and (D) in the case of any such Liens securing Indebtedness pursuant to Section 7.2(t), such Liens exist at the time that the relevant Person becomes a Restricted Subsidiary and are not created in contemplation of or in connection with such Person becoming a Restricted Subsidiary and (ii) any extension, refinancing, renewal or replacement of the Liens described in clause (i) of this Section 7.2(g) in whole or in part; provided that such extension, renewal or replacement shall be limited to all or a part of the property which secured the Lien so extended, renewed or replaced (plus improvements on such property, if any);

(h) Liens created pursuant to the Security Documents;

(i) Liens arising from judgments in circumstances not constituting an Event of Default under Section 8.1(h);

(j) Liens on Property or assets acquired pursuant to an acquisition permitted under Section 7.7 (and the proceeds thereof) or assets of a Restricted Subsidiary in existence at the time such Restricted Subsidiary is acquired pursuant to an acquisition permitted under Section 7.7 and not created in contemplation thereof and Liens created after the Closing Date in connection with any refinancing, refundings, or renewals or extensions of the obligations secured thereby permitted hereunder, provided that no such Lien is spread to cover any additional Property after the Closing Date and that the amount of Indebtedness secured thereby is not increased;

(k) (i) Liens on Property of Non-Guarantor Subsidiaries securing Indebtedness or other obligations not prohibited by this Agreement to be incurred by such Non-Guarantor Subsidiaries and (ii) Liens securing Indebtedness or other obligations of the Borrower or any Subsidiary in favor of any Loan Party;

(l) receipt of progress payments and advances from customers in the ordinary course of business to the extent same creates a Lien on the related inventory and proceeds thereof;

(m) Liens in favor of customs and revenue authorities arising as a matter of law to secure the payment of customs duties in connection with the importation of goods;

(n) Liens arising out of consignment or similar arrangements for the sale by the Borrower and its Restricted Subsidiaries of goods through third parties in the ordinary course of business;

(o) Liens solely on any cash earnest money deposits made by the Borrower or any of its Restricted Subsidiaries in connection with an Investment permitted by Section 7.7;

(p) Liens deemed to exist in connection with Investments permitted by Section 7.7(b) that constitute repurchase obligations;

(q) Liens upon specific items of inventory or other goods and proceeds of the Borrower or any of its Restricted Subsidiaries arising in the ordinary course of business securing such

Person's obligations in respect of bankers' acceptances and letters of credit issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(r) Liens on cash deposits securing any Hedge Agreement permitted hereunder;

(s) any interest or title of a lessor under any leases or subleases entered into by the Borrower or any Restricted Subsidiary in the ordinary course of business and any financing statement filed in connection with any such lease;

(t) Liens on cash or cash equivalents used to defease or to satisfy and discharge Indebtedness, provided that such defeasance or satisfaction and discharge is not prohibited hereunder;

(u) (i) Liens that are contractual rights of set-off (A) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (B) relating to pooled deposit or sweep accounts of the Borrower or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower and the Subsidiaries, (C) relating to purchase orders and other agreements entered into with customers of the Borrower or any Restricted Subsidiary in the ordinary course of business or (D) relating to the Mezzanine Loan Documents and (ii) other Liens securing cash management obligations (that do not constitute Indebtedness) in the ordinary course of business;

(v) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights;

(w) Liens on Capital Stock in joint ventures securing obligations of such joint venture;

(x) Liens on securities that are the subject of repurchase agreements constituting Cash Equivalents or Permitted Liquid Investments;

(y) Liens securing obligations in respect of trade-related letters of credit permitted under Section 7.2 and covering the goods (or the documents of title in respect of such goods) financed by such letters of credit and the proceeds and products thereof;

(z) other Liens with respect to obligations that do not exceed $35,000,000 at any one time outstanding.

7.4 Fundamental Changes. Consummate any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of all or substantially all of its Property or business, except that:

(a) (i) any Restricted Subsidiary may be merged, amalgamated or consolidated with or into the Borrower (provided that the Borrower shall be the continuing or surviving corporation) or (ii) any Restricted Subsidiary may be merged, amalgamated or consolidated with or into any Subsidiary Guarantor (provided that (x) a Subsidiary Guarantor shall be the continuing or surviving corporation or (y) simultaneously with such transaction, the continuing or surviving corporation shall become a Subsidiary Guarantor and the Borrower shall comply with Section 6.8 in connection therewith);

(b) any Non-Guarantor Subsidiary may be merged or consolidated with or into, or be liquidated into, any other Non-Guarantor Subsidiary that is a Restricted Subsidiary;

(c) any Restricted Subsidiary may Dispose of all or substantially all of its assets upon voluntary liquidation or otherwise to the Borrower or any Subsidiary Guarantor;

(d) any Non-Guarantor Subsidiary may Dispose of all or substantially all of its assets (upon voluntary liquidation, dissolution, winding-up or otherwise) to any other Non-Guarantor Subsidiary that is a Restricted Subsidiary;

(e) Dispositions permitted by Section 7.5 and any merger, dissolution, liquidation, consolidation, investment or Disposition, the purpose of which is to effect a Disposition permitted by Section 7.5 may be consummated;

(f) any Investment expressly permitted by Section 7.7 may be structured as a merger, consolidation or amalgamation;

(g) the transactions contemplated under the Transaction Documents; and

(h) any Restricted Subsidiary may liquidate or dissolve if (i) the Borrower determines in good faith that such liquidation or dissolution is in the best interest of the Borrower and is not materially disadvantageous to the Lenders and (ii) to the extent such Restricted Subsidiary is a Loan Party, any assets or business of such Restricted Subsidiary not otherwise disposed of or transferred in accordance with Section 7.4 or 7.5 or, in the case of any such business, discontinued, shall be transferred to, or otherwise owned or conducted by, a Loan Party after giving effect to such liquidation or dissolution.

7.5 Dispositions of Property. Dispose of any of its owned Property (including, without limitation, receivables) whether now owned or hereafter acquired, or, in the case of any Restricted Subsidiary, issue or sell any shares of such Restricted Subsidiary's Capital Stock to any Person, except:

(a) (i) the Disposition of surplus, obsolete or worn out Property in the ordinary course of business, (ii) the sale of defaulted receivables in the ordinary course of business, (iii) abandonment, cancellation or disposition of any Intellectual Property in the ordinary course of business and (iv) sales, leases or other dispositions of inventory determined by the management of the Borrower to be no longer useful or necessary in the operation of the Business;

(b) (i) the sale of inventory or other property in the ordinary course of business, (ii) the cross-licensing or licensing of Intellectual Property, in the ordinary course of business and (iii) the contemporaneous exchange, in the ordinary course of business, of Property for Property of a like kind, to the extent that the Property received in such exchange is of a value equivalent to the value of the Property exchanged (provided that after giving effect to such exchange, the value of the Property of the Borrower or any Subsidiary Guarantor subject to Liens in favor of the Collateral Agent under the Security Documents is not materially reduced);

(c) Dispositions permitted by Section 7.4;

(d) the sale or issuance of (i) any Subsidiary's Capital Stock to the Borrower or any Subsidiary Guarantor; provided that the sale or issuance of Capital Stock of an Unrestricted Subsidiary to the Borrower or any Restricted Subsidiary is otherwise permitted by Section 7.7,

(ii) the Capital Stock of any Non-Guarantor Subsidiary that is a Restricted Subsidiary to any other Non-Guarantor Subsidiary that is a Restricted Subsidiary and (iii) the Capital Stock of any Subsidiary that is an Unrestricted Subsidiary to any other Subsidiary that is an Unrestricted Subsidiary, in each case, including, without limitation, in connection with any tax restructuring activities not otherwise prohibited hereunder;

(e) the Disposition of other assets for fair market value not to exceed $200,000,000 in the aggregate; provided that (i) at least 75% of the total consideration for any such Disposition received by the Borrower and its Restricted Subsidiaries is in the form of cash, Cash Equivalents or Permitted Liquid Investments and (ii) the requirements of Section 2.12(b), to the extent applicable, are complied with in connection therewith;

(f) (i) any Recovery Event; provided that the requirements of Section 2.12(b) are complied with in connection therewith and (ii) any event that would constitute a Recovery Event but for the Dollar threshold set forth in the definition thereof;

(g) the leasing, occupancy agreements or sub-leasing of Property pursuant to the Merger Documents or that would not materially interfere with the required use of such Property by the Borrower or its Restricted Subsidiaries;

(h) the transfer for fair value of Property (including Capital Stock of Subsidiaries) to another Person in connection with a joint venture arrangement with respect to the transferred Property; provided that such transfer is permitted under Section 7.7(h) or (v);

(i) the sale or discount, in each case without recourse and in the ordinary course of business, of overdue accounts receivable arising in the ordinary course of business, but only in connection with the compromise or collection thereof consistent with customary industry practice (and not as part of any bulk sale or financing of receivables);

(j) transfers of condemned Property as a result of the exercise of “eminent domain” or other similar policies to the respective Governmental Authority or agency that has condemned the same (whether by deed in lieu of condemnation or otherwise), and transfers of properties that have been subject to a casualty to the respective insurer of such Property as part of an insurance settlement;

(k) the Disposition of any Immaterial Subsidiary or any Unrestricted Subsidiary;

(l) the transfer of Property (including Capital Stock of Subsidiaries) of the Borrower or any Guarantor to any Restricted Subsidiary for fair market value;

(m) the transfer of Property (i) by the Borrower or any Subsidiary Guarantor to the Borrower or any other Subsidiary Guarantor or (ii) from a Non-Guarantor Subsidiary to (A) the Borrower or any Subsidiary Guarantor for no more than fair market value or (B) any other Non-Guarantor Subsidiary that is a Restricted Subsidiary;

(n) the sale of cash, Cash Equivalents or Permitted Liquid Investments in the ordinary course of business;

(o) (i) Liens permitted by Section 7.3, (ii) Restricted Payments permitted by Section 7.6, (iii) Investments permitted by Section 7.7, (iv) payments permitted by Section 7.8 and (v) sale and leaseback transactions permitted by Section 7.10;

(p) Dispositions of Investments in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between the joint venture parties set forth in joint venture arrangements and similar binding arrangements; provided that the requirements of Section 2.12(b), to the extent applicable, are complied with in connection therewith; and

(q) Dispositions of Property between or among the Borrower and/or its Restricted Subsidiaries as a substantially concurrent interim Disposition in connection with a Disposition otherwise permitted pursuant to clauses (a) through (p) above.

7.6 Restricted Payments. Declare or pay any dividend on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of the Borrower or any Subsidiary, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or Property or in obligations of the Borrower or any Restricted Subsidiary, or enter into any derivatives or other transaction with any financial institution, commodities or stock exchange or clearinghouse (a "Derivatives Counterparty") obligating the Borrower or any Restricted Subsidiary to make payments to such Derivatives Counterparty as a result of any change in market value of any such Capital Stock (collectively, "Restricted Payments"), except that:

(a) (i) any Restricted Subsidiary may make Restricted Payments to the Borrower or any Subsidiary Guarantor and (ii) Non-Guarantor Subsidiaries may make Restricted Payments to other Non-Guarantor Subsidiaries;

(b) provided that (x) no Default or Event of Default is continuing or would result therefrom and (y) the Consolidated Total Leverage Ratio for the most recently ended period of four consecutive fiscal quarters of the Borrower shall not exceed 4.50 to 1.00 for such period immediately before and immediately after giving effect to such Restricted Payment, the Borrower may make Restricted Payments in an aggregate amount not to exceed the Available Amount; provided no Restricted Payments under this clause (b) may be made for the purpose of making a dividend or other distribution in respect of, or repurchasing or redeeming, Capital Stock held by the Sponsor or any of its Affiliates (other than Holdings or any Parent Company) in Holdings or any Parent Company; it being understood that such Restricted Payments may be used for such purposes with respect to Capital Stock held by any other Person in Holdings or any Parent Company;

(c) the Borrower may make Restricted Payments to Holdings or any Parent Company to permit Holdings or any Parent Company to pay (i) any taxes which are due and payable by Holdings or any Parent Company, the Borrower and the Restricted Subsidiaries as part of a consolidated group (or shareholders of Holdings, to the extent such taxes are attributable to Holdings, the Borrower and the Restricted Subsidiaries), (ii) customary fees, salary, bonus, severance and other benefits payable to, and indemnities provided on behalf of, their current and former officers and employees and members of their Board of Directors, (iii) ordinary course corporate operating expenses and other fees and expenses required to maintain its corporate existence, (iv) fees and expenses to the extent permitted under clause (i) of the second sentence of Section 7.9, (v) reasonable fees and expenses incurred in connection with any debt or equity offering by Holdings or any Parent Company, to the extent the proceeds thereof are (or, in the

case of an unsuccessful offering, were intended to be) used for the benefit of the Borrower and the Restricted Subsidiaries, whether or not completed, (vi) reasonable fees and expenses in connection with compliance with reporting obligations under, or in connection with compliance with, federal or state laws or under this Agreement or any other Loan Document and the Mezzanine Agreement and any other Mezzanine Loan Document and (vii) amounts due in respect of the Deferred Obligation Amount under the Merger Agreement with the Net Cash Proceeds of any Equity Issuance by, or capital contribution to, the Borrower;

(d) the Borrower may make Restricted Payments in the form of Capital Stock of the Borrower;

(e) the Borrower or any Subsidiary may make Restricted Payments to, directly or indirectly, purchase the Capital Stock of the Borrower, Holdings or any Parent Company from present or former officers, directors, consultants, agents or employees (or their estates, trusts, family members or former spouses) of Holdings, the Borrower, any Parent Company or any Subsidiary upon the death, disability, retirement or termination of the applicable officer, director, consultant, agent or employee or pursuant to any equity subscription agreement, stock option or equity incentive award agreement, shareholders' or members' agreement or similar agreement, plan or arrangement; provided that the aggregate amount of payments under this clause (e) in any fiscal year of the Borrower shall not exceed the sum of (i) $20,000,000 in any fiscal year (but not exceeding $50,000,000 in the aggregate since the Closing Date), plus (ii) any proceeds received from key man life insurance policies, plus (iii) any proceeds received by the Borrower, Holdings or any Parent Company during such fiscal year from sales of the Capital Stock of Holdings, the Borrower or any Parent Company to directors, consultants, officers or employees of Holdings, such Parent Company, the Borrower or any Subsidiary in connection with permitted employee compensation and incentive arrangements, plus (iv) the amount of any bona fide cash bonuses otherwise payable to members of management, directors or consultants of Holdings, any Parent Company, the Borrower or its Restricted Subsidiaries in connection with the Transactions that are foregone in return for the receipt of Capital Stock the fair market value of which is equal to or less than the amount of such cash bonuses; provided that any Restricted Payments permitted (but not made) pursuant to sub-clause (ii), (iii) or (iv) of this clause (e) in any prior fiscal year may be carried forward to any subsequent calendar year, and provided, further, that cancellation of Indebtedness owing to the Borrower or any Restricted Subsidiary by any member of management of Holdings, any Parent Company, the Borrower or its Restricted Subsidiaries in connection with a repurchase of the Capital Stock of Holdings or any Parent Company will not be deemed to constitute a Restricted Payment for purposes of this Section 7.6;

(f) noncash repurchases of Capital Stock deemed to occur upon exercise of stock options or similar equity incentive awards if such Capital Stock represents a portion of the exercise price of such options or similar equity incentive awards;

(g) the Borrower and its Restricted Subsidiaries may make Restricted Payments to consummate the Transactions (including any Restricted Payments contemplated by the Merger Agreement);

(h) the Borrower may make Restricted Payments to allow Holdings or any Parent Company to make payments in cash, in lieu of the issuance of fractional shares, upon the exercise of warrants or upon the conversion or exchange of Capital Stock of any such Person;

(i) so long as no Event of Default under Section 8.1(a) or 8.1(f) has occurred and is continuing, the Borrower and its Restricted Subsidiaries may make Restricted Payments to make payments provided for in the Management Agreement;

(j) to the extent constituting Restricted Payments, the Borrower and its Restricted Subsidiaries may enter into and consummate transactions expressly permitted by any provision of Sections 7.4, 7.5, 7.7 and 7.9;

(k) any non-wholly owned Restricted Subsidiary of the Borrower may declare and pay cash dividends to its equity holders generally so long as the Borrower or its respective Subsidiary which owns the equity interests in the Restricted Subsidiary paying such dividend receives at least its proportional share thereof (based upon its relative holding of the equity interests in the Restricted Subsidiary paying such dividends and taking into account the relative preferences, if any, of the various classes of equity interest of such Restricted Subsidiary);

(l) the Borrower may make Restricted Payments using any amounts placed in escrow in connection with the Transactions;

(m) provided that (i) no Default or Event of Default is continuing or would result therefrom and (ii) the Consolidated Total Leverage Ratio for the most recently ended period of four consecutive fiscal quarters of the Borrower shall not exceed 2.00 to 1.00 for such period immediately before and immediately after giving effect to such Restricted Payment, at any time following the sixth anniversary of the Closing Date, the Borrower and its Restricted Subsidiaries may make Restricted Payments to redeem or purchase the Capital Stock of the Borrower, Holdings or any Parent Company in an amount not to exceed 10% of the Borrower's Consolidated EBITDA in any fiscal year; provided no Restricted Payments under this clause (m) may be made for the purpose of making a dividend or other distribution in respect of, or repurchasing or redeeming, Capital Stock held by the Sponsor or any of its Affiliates (other than Holdings or any Parent Company) in Holdings or any Parent Company; it being understood that such Restricted Payments may be used for such purposes with respect to Capital Stock held by any other Person in Holdings or any Parent Company;

(n) provided that no Default or Event of Default is continuing or would result therefrom, after a Holdings IPO, the Borrower may make Restricted Payments to Holdings or any Parent Company so that Holdings or any Parent Company may make Restricted Payments to its equity holders in an aggregate amount not exceeding 6.0% per annum of the Net Cash Proceeds received by the Borrower from such Holdings IPO; provided that the Available Amount shall be reduced by a corresponding amount of any such Restricted Payments;

(o) provided that no Default or Event of Default is continuing or would result therefrom, other Restricted Payments in an amount not to exceed $30,000,000; provided that no Restricted Payments under this clause (o) may be made for the purpose of making a dividend or other distribution in respect of, or repurchasing or redeeming, Capital Stock held by the Sponsor or any of its Affiliates (other than Holdings or any Parent Company) in Holdings or any Parent Company; it being understood that such Restricted Payments may be used for such purposes with respect to Capital Stock held by any other Person in Holdings or any Parent Company; and

(p) the Borrower may make Restricted Payments in connection with the Recapitalization Transactions (including but not limited to Restricted Payments from time to time to, or to permit Holdings or any Parent Company to make payments to, holders of outstanding stock options in

respect of adjustments to the outstanding stock options in connection with the Recapitalization Transactions) in an amount not to exceed $650,000,000.

7.7 Investments. Make any advance, loan, extension of credit (by way of guaranty or otherwise) or capital contribution to, or purchase any Capital Stock, bonds, notes, debentures or other debt securities of, or all or substantially all of the assets constituting an ongoing business from, or make any other similar investment in, any other Person (all of the foregoing, "Investments"), except:

(a) (i) extensions of trade credit in the ordinary course of business and (ii) purchases and acquisitions of inventory, supplies, materials and equipment or purchases of contract rights or licenses or leases of Intellectual Property in each case in the ordinary course of business, to the extent such purchases and acquisitions constitute Investments;

(b) Investments in Cash Equivalents and Investments that were Cash Equivalents when made;

(c) Investments arising in connection with (i) the incurrence of Indebtedness permitted by Sections 7.2 to the extent arising as a result of Indebtedness among Holdings, the Borrower or any Restricted Subsidiary and Guarantee Obligations permitted by Section 7.2 and payments made in respect of such Guarantee Obligations, (ii) the forgiveness or conversion to equity of any Indebtedness permitted by Section 7.2 and (iii) Guarantees by any Borrower or any Restricted Subsidiary of operating leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;

(d) loans and advances to employees, consultants or directors of Holdings, the Borrower or any of its Restricted Subsidiaries in the ordinary course of business in an aggregate amount (for Holdings, the Borrower and all Restricted Subsidiaries) not to exceed $5,000,000 (excluding (for purposes of such cap) tuition advances, travel and entertainment expenses, but including relocation expenses) at any one time outstanding;

(e) Investments (other than those relating to the incurrence of Indebtedness permitted by Section 7.7(c)) by the Borrower or any of its Restricted Subsidiaries in the Borrower or any Person that, prior to such Investment, is a Subsidiary Guarantor or is a Domestic Subsidiary that becomes a Subsidiary Guarantor at the time of such Investment;

(f) (i) Permitted Acquisitions to the extent that any Person or Property acquired in such acquisition becomes a Subsidiary Guarantor or a part of the Borrower or any Subsidiary Guarantor or becomes (whether or not such Person is a wholly owned Subsidiary) a Subsidiary Guarantor in the manner contemplated by Section 6.8(c) and (ii) other Permitted Acquisitions in an aggregate purchase price in the case of this clause (ii) (other than purchase price paid through the issuance of equity by Holdings or any Parent Company with the proceeds thereof, including (A) (x) whether or not any equity is issued, capital contributions (other than relating to Disqualified Capital Stock) and (y) equity issued to the seller) in an aggregate amount not to exceed $75,000,000 plus (B) an amount equal to the Available Amount; provided that after giving effect to any such Permitted Acquisition the Borrower shall be in pro forma compliance with the financial covenants set forth in Section 7.1;

(g) loans by the Borrower or any of its Restricted Subsidiaries to the employees, officers or directors of Holdings, the Borrower or any of its Restricted Subsidiaries in connection with management incentive plans; provided that such loans represent cashless transactions pursuant to

which such employees, officers or directors directly invest the proceeds of such loans in the Capital Stock of Holdings;

(h) Investments by the Borrower and its Restricted Subsidiaries in joint ventures or similar arrangements and Non-Guarantor Subsidiaries in an aggregate amount at any one time outstanding (for the Borrower and all Restricted Subsidiaries), not to exceed the sum of (A) $50,000,000 plus (B) an amount equal to the Available Amount; provided, that any Investment made for the purpose of funding a Permitted Acquisition permitted under Section 7.7(f) shall not be deemed a separate Investment for the purposes of this clause (h); provided, further, that no Investment may be made pursuant to this clause (h) in any Unrestricted Subsidiary for the purpose of making a Restricted Payment prohibited pursuant to Section 7.6;

(i) Investments (including debt obligations) received in the ordinary course of business by the Borrower or any Restricted Subsidiary in connection with the bankruptcy or reorganization of suppliers, customers and other Persons and in settlement of delinquent obligations of, and other disputes with, suppliers, customers and other Persons arising out of the ordinary course of business;

(j) Investments by any Non-Guarantor Subsidiary in any other Non-Guarantor Subsidiary;

(k) Investments in existence on, or pursuant to legally binding written commitments in existence on, the Closing Date and listed on Schedule 7.7 and, in each case, any extensions or renewals thereof, so long as the amount of any Investment made pursuant to this clause (k) is not increased at any time above the amount of such Investment set forth on Schedule 7.7;

(l) Investments of the Borrower or any Restricted Subsidiary under Hedge Agreements permitted hereunder;

(m) Investments of any Person in existence at the time such Person becomes a Restricted Subsidiary; provided that such Investment was not made in connection with or in anticipation of such Person becoming a Restricted Subsidiary;

(n) Investments arising as a result of payments permitted by Section 7.8(a);

(o) consummation of the Merger Transactions pursuant to the Merger Documents and the Company Reorganization;

(p) Subsidiaries of the Borrower may be established or created, if (i) to the extent such new Subsidiary is a Domestic Subsidiary, the Borrower and such Subsidiary comply with the provisions of Section 6.8(c) and (ii) to the extent such new Subsidiary is a Foreign Subsidiary, the Borrower complies with the provisions of Section 6.8(d); provided that, in each case, to the extent such new Subsidiary is created solely for the purpose of consummating a merger transaction pursuant to an acquisition permitted by this Section 7.7, and such new Subsidiary at no time holds any assets or liabilities other than any merger consideration contributed to it contemporaneously with the closing of such merger transactions, such new Subsidiary shall not be required to take the actions set forth in Section 6.8(c) or 6.8(d), as applicable, until the respective acquisition is consummated (at which time the surviving entity of the respective merger transaction shall be required to so comply within ten Business Days or such longer period as the Administrative Agent shall agree);

(q) Investments arising directly out of the receipt by the Borrower or any Restricted Subsidiary of non-cash consideration for any sale of assets permitted under Section 7.5; provided that such non-cash consideration shall in no event exceed 25% of the total consideration received for such sale;

(r) Investments resulting from pledges and deposits referred to in Sections 7.3(c) and (d);

(s) Investments consisting of the licensing or contribution of Intellectual Property pursuant to joint marketing arrangements with other persons;

(t) any Investment in a Foreign Subsidiary to the extent such Investment is substantially contemporaneously repaid in full with a dividend or other distribution from such Foreign Subsidiary;

(u) Investments in the ordinary course of business consisting of UCC Article 3 endorsements for collection or deposit and UCC Article 4 customary trade arrangements with customers consistent with past practices;

(v) additional Investments so long as the aggregate amount thereof outstanding at no time exceeds the sum of (i) $25,000,000 plus (ii) an amount equal to the Available Amount; provided that no Investment may be made pursuant to this clause (v) in any Unrestricted Subsidiary for the purpose of making a Restricted Payment prohibited pursuant to Section 7.6;

(w) advances of payroll payments to employees, or fee payments to directors or consultants, in the ordinary course of business;

(x) Investments in Permitted Liquid Investments and Investments that were Permitted Liquid Investments when made in an amount not to exceed $40,000,000 at any one time outstanding; and

(y) Investments constituting loans or advances by the Borrower to Holdings or a Parent Company in lieu of Restricted Payments permitted pursuant to Section 7.6.

It is further understood and agreed that for purposes of determining the value of any Investment outstanding for purposes of this Section 7.7, such amount shall deemed to be the amount of such Investment when made, purchased or acquired less any returns on such Investment (not to exceed the original amount invested). Notwithstanding the foregoing, no Investment in an Unrestricted Subsidiary is permitted under this Section 7.7 unless such Investment is permitted pursuant to clause (h) or (v) above.

7.8 Optional Payments and Modifications of Certain Debt Instruments. (a) Make any optional or voluntary payment, prepayment, repurchase or redemption of, or otherwise voluntarily or optionally defease (i) any Mezzanine Facility Indebtedness then outstanding or (ii) the principal of or interest on, or any other amount owing in respect of any Permitted Subordinated Indebtedness; provided that (A) the Borrower or any Restricted Subsidiary may prepay any Mezzanine Facility Indebtedness (or any Permitted Refinancing thereof) with amounts constituting the Available Amount at any time if the Consolidated Total Leverage Ratio is equal to or less than 4.50 to 1.00 as of the end of the most recently ended Reference Period, (B) the Borrower or any Restricted Subsidiary may prepay any Permitted Subordinated Indebtedness (or any Permitted Refinancing thereof) with amounts constituting the Available Amount at any time if the Consolidated Total Leverage Ratio is equal to or less than 4.50 to 1.00 as of the end of the most recently ended Reference Period, (C) the Borrower or any Restricted

Subsidiary may refinance, replace or extend any Mezzanine Facility Indebtedness or Permitted Subordinated Indebtedness to the extent permitted by Section 7.2 and (D) the Borrower or any Restricted Subsidiary may convert any Mezzanine Facility Indebtedness or any Permitted Subordinated Indebtedness (or any Permitted Refinancing thereof) to the Capital Stock of Holdings or any Parent Company, (E) the Borrower may prepay the Mezzanine Facility Indebtedness (or any Permitted Refinancing thereof) in an aggregate principal amount not to exceed $75,000,000 at any time if the Consolidated Total Leverage Ratio is equal to or less than 4.00 to 1.00 as of the end of the most recently ended Reference Period and (F) the Borrower may prepay the Mezzanine Facility Indebtedness (or any Permitted Refinancing thereof) with the Net Cash Proceeds received from any Equity Issuance by, or capital contribution to, Holdings or the Borrower (which in the case of any such Equity Issuance by the Borrower, is not Disqualified Capital Stock) which, in the case of any such Equity Issuance by, or capital contribution to, Holdings, have been contributed in cash as common equity to the Borrower, in each case to the extent it is not a Specified Equity Contribution. Notwithstanding the foregoing, nothing in this Section 7.8 shall prohibit any AHYDO Payments in respect of the Mezzanine Facility Indebtedness or any Permitted Subordinated Indebtedness or, in each case, any Permitted Refinancing thereof.

(b) Amend, modify or otherwise change, or consent or agree to any amendment, modification, waiver or other change to, any of the terms of any Permitted Subordinated Indebtedness or Mezzanine Loan Document, in any manner that is materially adverse to the Lenders without the prior consent of the Administrative Agent (with the approval of the Required Lenders); provided that nothing in this Section 7.8(b) shall prohibit the refinancing, replacement, extension or other similar modification of the Permitted Subordinated Indebtedness or the Mezzanine Facility Indebtedness to the extent otherwise permitted by Section 7.2.

7.9 Transactions with Affiliates. Enter into any transaction, including, without limitation, any purchase, sale, lease or exchange of Property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate (other than Holdings, the Borrower or any Restricted Subsidiary) unless such transaction is (a) otherwise not prohibited under this Agreement and (b) upon fair and reasonable terms no less favorable to the Borrower or such Restricted Subsidiary, as the case may be, than it would obtain in a comparable arm's length transaction with a Person that is not an Affiliate. Notwithstanding the foregoing, the Borrower and its Restricted Subsidiaries may (i) pay to the Sponsor and its Affiliates fees, indemnities and expenses pursuant to the Management Agreement and/or fees and expenses in connection with the Merger and disclosed to the Administrative Agent prior to the Closing Date; (ii) enter into any transaction with an Affiliate that is not prohibited by the terms of this Agreement to be entered into by the Borrower or such Restricted Subsidiary with an Affiliate; (iii) make any Restricted Payments contemplated by the Merger Agreement, and otherwise perform their obligations under the Transaction Documents and (iv) without being subject to the terms of this Section 7.9, enter into any transaction with any Person which is an Affiliate of Holdings only by reason of such Person and Holdings having common directors. For the avoidance of doubt, this Section 7.9 shall not apply to employment, bonus, retention and severance arrangements with, and payments of compensation or benefits to or for the benefit of, current or former employees, consultants, officers or directors of the Borrower or any of its Restricted Subsidiaries in the ordinary course of business. For purposes of this Section 7.9, any transaction with any Affiliate shall be deemed to have satisfied the standard set forth in clause (b) of the first sentence hereof if such transaction is approved by a majority of the Disinterested Directors of the board of directors of the Borrower or such Restricted Subsidiary, as applicable. "Disinterested Director" shall mean, with respect to any Person and transaction, a member of the Board of Directors of such Person who does not have any material direct or indirect financial interest in or with respect to such transaction.

7.10 Sales and Leasebacks. Enter into any arrangement with any Person providing for the leasing by the Borrower or any Restricted Subsidiary of real or personal Property which is to be sold or transferred by the Borrower or such Restricted Subsidiary (a) to such Person or (b) to any other Person to whom funds have been or are to be advanced by such Person on the security of such Property or rental obligations of the Borrower or such Restricted Subsidiary, except for (i) any such arrangement entered into in the ordinary course of business of the Borrower and its Subsidiaries, (ii) sales or transfers by the Borrower or any Subsidiary Guarantor to the Borrower or any other Subsidiary Guarantor, (iii) sales or transfers by any Non Guarantor Subsidiary to any other Non Guarantor Subsidiary that is a Restricted Subsidiary and (iv) any such arrangement to the extent that the fair market value of such Property does not exceed $35,000,000 in the aggregate for all such arrangements.

7.11 Changes in Fiscal Periods. Permit the fiscal year of the Borrower to end on a day other than March 31.

7.12 Negative Pledge Clauses. Enter into any agreement that prohibits or limits the ability of the Borrower or any of its Restricted Subsidiaries to create, incur, assume or suffer to exist any Lien upon any of its Property, whether now owned or hereafter acquired, to secure the Obligations or, in the case of any Subsidiary Guarantor, its obligations under the Guarantee and Collateral Agreement, other than:

(a) this Agreement and the other Loan Documents and the Mezzanine Loan Documents;

(b) any agreements governing any purchase money Liens or Capital Lease Obligations otherwise permitted hereby (in which case, any prohibition or limitation shall only be effective against the assets financed thereby and the proceeds thereof);

(c) software and other Intellectual Property licenses pursuant to which the Borrower or such Restricted Subsidiary is the licensee of the relevant software or Intellectual Property, as the case may be, (in which case, any prohibition or limitation shall relate only to the assets subject of the applicable license);

(d) Contractual Obligations incurred in the ordinary course of business and on customary terms which limit Liens on the assets subject of the applicable Contractual Obligation;

(e) any agreements regarding Indebtedness or other obligations of any Non-Guarantor Subsidiary not prohibited under Section 7.2 (in which case, any prohibition or limitation shall only be effective against the assets of such Non-Guarantor Subsidiary and its Subsidiaries);

(f) prohibitions and limitations in effect on the Closing Date and listed on Schedule 7.12;

(g) customary provisions contained in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business;

(h) customary provisions restricting the subletting or assignment of any lease governing a leasehold interest;

(i) customary restrictions and conditions contained in any agreement relating to any Disposition of Property not prohibited hereunder;

(j) any agreement in effect at the time any Person becomes a Subsidiary, so long as such agreement was not entered into in contemplation of such Person becoming a Subsidiary;

(k) restrictions imposed by applicable law;

(l) restrictions imposed by any Permitted Subordinated Indebtedness (i) that are consistent with the definition thereof or otherwise consistent with prevailing market practice for similar types of Indebtedness at the time such restrictions are incurred or (ii) to which the Administrative Agent has not objected after having been afforded a period of at least five Business Days to review such restrictions;

(m) restrictions in respect of Indebtedness secured by Liens permitted by Sections 7.3(g) and 7.3(z) relating solely to the assets or proceeds thereof secured by such Indebtedness to the extent required to be so limited by such Sections; and

(n) customary provisions restricting assignment of any agreement entered into in the ordinary course of business.

7.13 Clauses Restricting Subsidiary Distributions. Enter into any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to (a) make Restricted Payments in respect of any Capital Stock of such Restricted Subsidiary held by, or pay any Indebtedness owed to, the Borrower or any Restricted Subsidiary or (b) make Investments in the Borrower or any Restricted Subsidiary, except for such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Loan Documents and the Mezzanine Loan Documents, (ii) any restrictions with respect to such Restricted Subsidiary imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Capital Stock or assets of such Restricted Subsidiary, (iii) customary net worth provisions contained in Real Property leases entered into by the Borrower and its Restricted Subsidiaries, so long as the Borrower has determined in good faith that such net worth provisions would not reasonably be expected to impair the ability of the Borrower and its Restricted Subsidiaries to meet their ongoing obligations, (iv) any restrictions contained in agreements related to Indebtedness of any Non-Guarantor Subsidiary not prohibited under Section 7.2 (in which case such restriction shall relate only to such Indebtedness and/or such Non-Guarantor Subsidiary and its Restricted Subsidiaries) or Indebtedness secured by Liens permitted by Sections 7.3(g) and 7.3(z), (v) any restrictions regarding licenses or sublicenses by the Borrower and its Restricted Subsidiaries of Intellectual Property in the ordinary course of business (in which case such restriction shall relate only to such Intellectual Property), (vi) Contractual Obligations incurred in the ordinary course of business which include customary provisions restricting the assignment of any agreement relating thereto, (vii) customary provisions contained in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business, (viii) customary provisions restricting the subletting or assignment of any lease governing a leasehold interest, (ix) customary restrictions and conditions contained in any agreement relating to any Disposition of Property not prohibited hereunder, (x) any agreement in effect at the time any Person becomes a Restricted Subsidiary, so long as such agreement was not entered into in contemplation of such Person becoming a Restricted Subsidiary and (xi) restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business.

7.14 Lines of Business. Enter into any business, either directly or through any of its Restricted Subsidiaries, except for the Business or a business reasonably related thereto or that are reasonable extensions thereof.

7.15 Limitation on Hedge Agreements. Enter into any Hedge Agreement other than Hedge Agreements entered into in the ordinary course of business, and not for speculative purposes.

7.16 Changes in Jurisdictions of Organization; Name. Other than pursuant to the Transactions, in the case of any Loan Party, change its name or change its jurisdiction of organization, in either case except upon prompt written notice to the Collateral Agent and delivery to the Collateral Agent, of all additional executed financing statements, financing change statements and other documents reasonably requested by the Collateral Agent to maintain the validity, perfection and priority of the security interests provided for in the Security Documents.

7.17 Limitation on Activities of Holdings. In the case of Holdings only, notwithstanding anything to the contrary in this Agreement or any other Loan Document, Holdings shall not, so long as the Commitments remain in effect, any Letter of Credit remains outstanding (that has not been cash collateralized or backstopped, in each case on terms agreed to by the Borrower and the applicable Issuing Lender) or any Loan or other amount is owing to any Lender or any Agent hereunder (other than (i) contingent or indemnification obligations not then due and (ii) obligations in respect of Specified Hedge Agreements and Cash Management Obligations): conduct, transact or otherwise engage in, or commit to conduct, transact or otherwise engage in, any business or operations other than (i) those incidental to its ownership of the Capital Stock of the Borrower and the Subsidiaries of the Borrower and those incidental to Investments by or in Holdings permitted hereunder, (ii) activities incidental to the maintenance of its existence and compliance with applicable laws and legal, tax and accounting matters related thereto and activities relating to its employees, (iii) activities relating to the performance of obligations under the Loan Documents and the Mezzanine Loan Documents to which it is a party or expressly permitted thereunder, (iv) the making of Restricted Payments to the extent of Restricted Payments permitted to be made to Holdings pursuant to Section 7.6, (v) the receipt and payment of Restricted Payments permitted under Section 7.6, (vi) those related to the Transactions and in connection with the Merger Documents and other agreements contemplated thereby or hereby, (vii) to the extent that Section 7 expressly permits the Borrower or a Restricted Subsidiary to enter into a transaction with Holdings, (viii) activities in connection with or in preparation for an initial public offering and (ix) activities incidental to the foregoing activities.

SECTION 8. EVENTS OF DEFAULT

8.1 Events of Default. If any of the following events shall occur and be continuing:

(a) The Borrower shall fail to pay (i) any principal of any Loan when due in accordance with the terms hereof, (ii) any principal of any Reimbursement Obligation within three Business Days after any such Reimbursement Obligation becomes due in accordance with the terms hereof or (iii) any interest owed by it on any Loan or Reimbursement Obligation, or any other amount payable by it hereunder or under any other Loan Document, within five Business Days after any such interest or other amount becomes due in accordance with the terms hereof; or

(b) (i) On the Closing Date, any Specified Representation, and (ii) at any time after the Closing Date, any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate, document or financial or other statement furnished by it at any time under or in connection with this Agreement or any such other Loan Document, shall in either case prove to have been inaccurate in any material respect and such inaccuracy is adverse to the Lenders on or as of the date made or deemed made or furnished; or

(c) Any Loan Party shall default in the observance or performance of any agreement contained in Section 6.7(a) or Section 7; provided that, any Event of Default under Section 7.1 is subject to cure as contemplated by Section 8.2; or

(d) Any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) through (c) of this Section 8.1), and such default shall continue unremedied for a period of 30 days after the earlier of the date that (x) such Loan Party receives from the Administrative Agent or the Required Lenders notice of the existence of such default or (y) a Responsible Officer of such Loan Party has knowledge thereof; or

(e) Holdings, the Borrower or any of its Restricted Subsidiaries shall (i) default in making any payment of any principal of any Indebtedness for Borrowed Money (excluding the Loans and Reimbursement Obligations) on the scheduled or original due date with respect thereto; or (ii) default in making any payment of any interest on any such Indebtedness for Borrowed Money beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness for Borrowed Money was created; or (iii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness for Borrowed Money or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event of default shall occur, the effect of which payment or other default or other event of default is to cause, or to permit the holder or beneficiary of such Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, with the giving of notice if required, such Indebtedness for Borrowed Money to become due prior to its stated maturity or to become subject to a mandatory offer to purchase by the obligor thereunder or to become payable; provided that (A) a default, event or condition described in this paragraph shall not at any time constitute an Event of Default unless, at such time, one or more defaults or events of default of the type described in this paragraph shall have occurred and be continuing with respect to Indebtedness for Borrowed Money the outstanding principal amount of which individually exceeds $25,000,000, and in the case of Indebtedness for Borrowed Money of the types described in clauses (i) and (ii) of the definition thereof, with respect to such Indebtedness which exceeds such amount either individually or in the aggregate and (B) this paragraph (e) shall not apply to (i) secured Indebtedness that becomes due as a result of the sale, transfer, destruction or other disposition of the Property or assets securing such Indebtedness for Borrowed Money if such sale, transfer, destruction or other disposition is not prohibited hereunder and under the documents providing for such Indebtedness or (ii) any Guarantee Obligations except to the extent such Guarantee Obligations shall become due and payable by any Loan Party and remain unpaid after any applicable grace period or period permitted following demand for the payment thereof; or

(f) (i) Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) any case, proceeding or other action of a nature referred to in clause (i) above that (A) results in the entry of an order for

relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 60 days; or (iii) there shall be commenced against Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against substantially all of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) shall consent to or approve of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(g) (i) Holdings, the Borrower or any of its Restricted Subsidiaries shall incur any liability in connection with any "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan, (ii) a failure to meet the minimum funding standards (as defined in Section 302(a) of ERISA), whether or not waived, shall exist with respect to any Single Employer Plan or any Lien in favor of the PBGC or a Plan shall arise on the assets of Holdings, the Borrower or any of its Restricted Subsidiaries, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Single Employer Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is reasonably likely to result in the termination of such Single Employer Plan for purposes of Title IV of ERISA, (iv) any Single Employer Plan shall terminate in a distress termination under Section 4041(c) of ERISA or in an involuntary termination by the PBGC under Section 4042 of ERISA, (v) Holdings, the Borrower or any of its Restricted Subsidiaries shall, or is reasonably likely to, incur any liability as a result of a withdrawal from, or the Insolvency or Reorganization of, a Multiemployer Plan or (vi) any other event or condition shall occur or exist with respect to a Plan or a Commonly Controlled Plan; and in each case in clauses (i) through (vi) above, such event or condition, together with all other such events or conditions, if any, could reasonably be expected to result in a direct obligation of Holdings, the Borrower or any of its Restricted Subsidiaries to pay money that could have a Material Adverse Effect; or

(h) One or more judgments or decrees shall be entered against Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) involving for Holdings, the Borrower and any such Restricted Subsidiaries taken as a whole a liability (not paid or fully covered by third-party insurance or effective indemnity) of $25,000,000 (net of any amounts which are covered by insurance or an effective indemnity) or more, and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within 30 days from the entry thereof; or

(i) (i) Any of the Security Documents shall cease, for any reason (other than by reason of the express release thereof in accordance with the terms thereof) to be in full force and effect or shall be asserted in writing by the Borrower or any Subsidiary Guarantor not to be a legal, valid and binding obligation of any party thereto, (ii) any security interest purported to be created by any Security Document and to extend to Collateral that is not immaterial to the Borrower and its Restricted Subsidiaries on a consolidated basis shall cease to be, or shall be asserted in writing by any Loan Party not to be, a valid and perfected security interest (having the priority required by this Agreement or the relevant Security Document) in the securities, assets or properties covered thereby, except to the extent that (x) any such loss of perfection or priority results from

limitations of foreign laws, rules and regulations as they apply to pledges of Capital Stock in Foreign Subsidiaries or the application thereof, or from the failure of the Collateral Agent to maintain possession of certificates actually delivered to it representing securities pledged under the Guarantee and Collateral Agreement or to file UCC continuation statements, (y) such loss is covered by a lender's title insurance policy and the Administrative Agent shall be reasonably satisfied with the credit of such insurer or (z) any such loss of validity, perfection or priority is the result of any failure by the Collateral Agent to take any action necessary to secure the validity, perfection or priority of the liens or (iii) the Guarantees pursuant to the Security Documents by any Loan Party of any of the Obligations shall cease to be in full force and effect (other than in accordance with the terms thereof), or shall be asserted in writing by any Loan Party not to be in effect or not to be legal, valid and binding obligations; or

(j) (i) Holdings shall cease to own, directly or indirectly, 100% of the Capital Stock of the Borrower; or (ii) at any time before Holdings' or any Parent Company's Capital Stock is traded on a nationally-recognized stock exchange, the Permitted Investors shall cease to own, directly or indirectly, at least 51% of the Capital Stock of Holdings; or (iii) at any time after Holdings' or any Parent Company's Capital Stock is traded on a nationally-recognized stock exchange and for any reason whatsoever, (x) a majority of the Board of Directors of Holdings shall not be Continuing Directors or (y) the Permitted Investors shall cease to own, directly or indirectly, at least 35% of the Capital Stock of Holdings and any other "person" or "group" (within the meaning of Rule 13d-5 of the Securities Exchange Act of 1934 as in effect on the Closing Date) shall own a greater amount (it being understood that if any such person or group includes one or more Permitted Investors, the shares of Capital Stock of Holdings directly or indirectly owned by the Permitted Investors that are part of such person or group shall not be treated as being owned by such person or group for purposes of determining whether this clause (y) is triggered) (any of the foregoing, a "Change of Control");

then, and in any such event, (A) if such event is an Event of Default specified in clause (i) or (ii) of paragraph (f) above with respect to the Borrower, automatically the Commitments shall immediately terminate and the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents shall immediately become due and payable, and (B) if such event is any other Event of Default, either or both of the following actions may be taken: (i) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower declare the Revolving Commitments to be terminated forthwith, whereupon the Revolving Commitments shall immediately terminate; and (ii) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower, declare the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents to be due and payable forthwith, whereupon the same shall immediately become due and payable. In the case of all Letters of Credit with respect to which presentment for honor shall not have occurred at the time of an acceleration pursuant to this paragraph, the Borrower shall at such time deposit in a cash collateral account opened by the Administrative Agent an amount equal to the aggregate then undrawn and unexpired amount of such Letters of Credit. Amounts held in such cash collateral account shall be applied by the Administrative Agent to the payment of drafts drawn under such Letters of Credit, and the unused portion thereof after all such Letters of Credit shall have expired or been backstopped or been fully drawn upon, if any, shall be applied to repay other obligations of the Borrower hereunder and under the other Loan Documents. After all such Letters of Credit shall have expired or been fully drawn upon, all Reimbursement Obligations shall have been satisfied and all other obligations of the Borrower then due and owing hereunder and under the other Loan Documents shall have been paid in full, the balance, if any, in such cash collateral account shall be returned to the Borrower (or such other Person as

may be lawfully entitled thereto). Except as expressly provided above in this Section 8.1 or otherwise in any Loan Document, presentment, demand and protest of any kind are hereby expressly waived by Holdings and the Borrower.

8.2 Specified Equity Contributions. For purposes of determining compliance with Section 7.1 only (and not any other provision of this Agreement, including any such other provision that utilizes a calculation of Consolidated EBITDA), any equity contribution (other than Disqualified Capital Stock) made by Holdings or any of the other direct or indirect equityholders of the Borrower to the Borrower, on or after the Closing Date and on or prior to the day that is 10 Business Days after the day on which financial statements are required to be delivered for such fiscal quarter pursuant to Section 6.1 shall, at the request of the Borrower, be deemed to increase, dollar for dollar, Consolidated EBITDA for such fiscal quarter for the purposes of determining compliance with Section 7.1 at the end of such fiscal quarter and applicable subsequent periods (it being understood that each such contribution shall be effective as to such fiscal quarter for all periods in which such fiscal quarter is included) (any such equity contribution so included in the calculation of Consolidated EBITDA, a "Specified Equity Contribution"); provided that (a) in each four fiscal quarter period there shall be a period of at least three fiscal quarters in which no Specified Equity Contribution is made, (b) the amount of any Specified Equity Contribution shall be no greater than the amount required to cause the Borrower to be in compliance with Section 7.1, (c) no more than four Specified Equity Contributions may be made in the aggregate prior to the Tranche B Term Loan Maturity Date, (d) Specified Equity Contributions shall not be included in cash, Cash Equivalents and Permitted Liquid Investments for purposes of calculating Consolidated Total Leverage and (e) all Specified Equity Contributions shall be disregarded for any purpose under this Agreement other than determining compliance with Section 7.1.

If, after the making of the Specified Equity Contribution and the recalculations of Consolidated EBITDA pursuant to the preceding paragraph, the Borrower shall then be in compliance with the requirements of Section 7.1, the Borrower shall be deemed to have satisfied the requirements of such covenant as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable Event of Default that had occurred shall be deemed cured.

SECTION 9. THE AGENTS

9.1 Appointment. Each Lender hereby irrevocably designates and appoints each Agent as the agent of such Lender under the Loan Documents and each such Lender irrevocably authorizes each Agent, in such capacity, to take such action on its behalf under the provisions of the applicable Loan Documents and to exercise such powers and perform such duties as are expressly delegated to such Agent by the terms of the applicable Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Agents shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Agents.

9.2 Delegation of Duties. Each Agent may execute any of its duties under the applicable Loan Documents by or through any of its branches, agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Neither Agent shall be responsible for the negligence or misconduct of any agents or attorneys in-fact selected by it with reasonable care.

9.3 Exculpatory Provisions. Neither any Agent nor any of their respective officers, directors, employees, agents, attorneys-in-fact or affiliates shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Agents under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of any Loan Party a party thereto to perform its obligations hereunder or thereunder. The Agents shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party.

9.4 Reliance by the Agents. The Agents shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to Holdings), independent accountants and other experts selected by the Agents. The Agents may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Agents shall be fully justified in failing or refusing to take any action under the applicable Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all Lenders or the Majority Facility Lenders in respect of any Facility) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Agents shall in all cases be fully protected in acting, or in refraining from acting, under the applicable Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all Lenders or the Majority Facility Lenders in respect of any Facility), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.

9.5 Notice of Default. Neither Agent shall be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless such Agent has received written notice from a Lender, Holdings or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that an Agent receives such a notice, such Agent shall give notice thereof to the Lenders. The Agents shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all Lenders or the Majority Facility Lenders in respect of any Facility); provided that unless and until such Agent shall have received such directions, such Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

9.6 Non-Reliance on Agents and Other Lenders. Each Lender expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, attorneys-in-fact or affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to the

Agents that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, Property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under the applicable Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, Property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Agents hereunder, the Agents shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, Property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party or any affiliate of a Loan Party that may come into the possession of either Agent or any of its officers, directors, employees, agents, attorneys-in-fact or affiliates.

9.7 Indemnification. The Lenders agree to indemnify each Agent and any Issuing Lender in its capacity as such (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so), ratably according to their respective Aggregate Exposure Percentages in effect on the date on which indemnification is sought under this Section 9.7 (or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Aggregate Exposure Percentages immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent or any Issuing Lender in any way relating to or arising out of, the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent or any Issuing Lender under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent's or any Issuing Lender's gross negligence or willful misconduct. The agreements in this Section 9.7 shall survive the payment of the Loans and all other amounts payable hereunder.

9.8 Agent in Its Individual Capacity. Each Agent and its affiliates may make loans to, accept deposits from and generally engage in any kind of business with any Loan Party as though such Agent were not an Agent. With respect to its Loans made or renewed by it and with respect to any Letter of Credit issued or participated in by it, each Agent shall have the same rights and powers under the applicable Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender" and "Lenders" shall include each Agent in its individual capacity.

9.9 Successor Agents. Any Agent may resign upon 30 days' notice to the Lenders, the Borrower and the other Agent effective upon appointment of a successor Agent. Upon receipt of any such notice of resignation, the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which successor agent shall (unless an Event of Default under Section 8.1(a) or Section 8.1(f) with respect to the Borrower shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers and duties of such retiring Agent, and the retiring Agent's rights, powers and duties as Agent shall be terminated, without any other or further act or deed on

the part of such retiring Agent or any of the parties to this Agreement or any holders of the Loans. If no successor Agent shall have been so appointed by the Required Lenders with such consent of the Borrower and shall have accepted such appointment within 30 days after the retiring Agent's giving of notice of resignation, then the retiring Agent may, on behalf of the Lenders and with the consent of the Borrower (such consent not to be unreasonably withheld or delayed), appoint a successor Agent, that shall be a bank that has an office in New York, New York with a combined capital and surplus of at least $500,000,000. After any retiring Agent's resignation as Agent, the provisions of this Section 9 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement and the other Loan Documents.

9.10 Authorization to Release Liens and Guarantees. The Agents are hereby irrevocably authorized by each of the Lenders to effect any release or subordination of Liens or Guarantee Obligations contemplated by Section 10.15.

9.11 Joint Bookrunners and Co-Manager. None of the Joint Bookrunners or the Co-Manager shall have any duties or responsibilities hereunder in their respective capacities as such.

SECTION 10. MISCELLANEOUS

10.1 Amendments and Waivers. (a) Subject to Section 2.25, neither this Agreement, any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 10.1. The Required Lenders and each Loan Party party to the relevant Loan Document may, or, with the written consent of the Required Lenders, the Agents and each Loan Party party to the relevant Loan Document may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights or obligations of the Agents, the Swingline Lender, the Issuing Lenders, the Lenders or of the Loan Parties or their Subsidiaries hereunder or thereunder or (b) waive, on such terms and conditions as the Required Lenders or the Agents may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall (i) forgive or reduce the principal amount or extend the final scheduled date of maturity of any Loan, extend the scheduled date or reduce the amount of any amortization payment in respect of any Term Loan, reduce the stated rate of any interest, fee or premium payable hereunder (except (A) in connection with the waiver of applicability of any post-default increase in interest rates (which waiver shall be effective with the consent of the Required Lenders) and (B) that any amendment or modification of defined terms used in the financial ratios in this Agreement shall not constitute a reduction in the rate of interest or fees for purposes of this clause (i)) or extend the scheduled date of any payment thereof, or increase the amount or extend the expiration date of any Lender's Commitment, in each case without the written consent of each Lender directly and adversely affected thereby; (ii) amend, modify or waive any provision of paragraph (a) of this Section 10.1 without the written consent of all Lenders; (iii) reduce any percentage specified in the definition of Required Lenders, consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement and the other Loan Documents, release all or substantially all of the Collateral or release all or substantially all of the Guarantors from their obligations under the Guarantee and Collateral Agreement, in each case without the written consent of all Lenders (other than to the extent permitted by Section 7.4); (iv) amend, modify or waive any provision of paragraph (a) or (c) of Section 2.18 without the written consent of all Lenders adversely affected thereby; (v) amend, modify or waive any provision of paragraph (b) of Section 2.18 without the written consent of the Majority Facility Lenders in respect of each Facility adversely affected thereby; (vi) reduce the percentage specified in the definition of Majority Facility Lenders with respect to any

Facility without the written consent of all Lenders under such Facility; (vii) amend, modify or waive any provision of Section 9 without the written consent of the Agents; (viii) amend, modify or waive any provision of Section 2.6 or 2.7 with respect to Swingline Loans without the written consent of the Swingline Lender; (ix) amend, modify or waive any provision of Section 3 without the written consent of the Issuing Lenders; or (x) amend the definition of "Change of Control" or amend, modify or waive the provisions of Section 8.1(j) without the written consent of Lenders holding more than 66-2/3% of the sum of (x) the aggregate unpaid principal amount of the Term Loans then outstanding and (y) the Revolving Commitments then in effect or, if the Revolving Commitments have been terminated, the Revolving Extensions of Credit then outstanding. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the Agents and all future holders of the Loans. In the case of any waiver, the Loan Parties, the Lenders and the Agents shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing unless limited by the terms of such waiver; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

(b) Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Agents, Holdings and the Borrower (a) to add one or more additional credit facilities to this Agreement (it being understood that no Lender shall have any obligation to provide or to commit to provide all or any portion of any such additional credit facility) and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Term Loans and Revolving Extensions of Credit and the accrued interest and fees in respect thereof and (b) to include appropriately, after the effectiveness of any such amendment (or amendment and restatement), the Lenders holding such credit facilities in any determination of the Required Lenders and Majority Facility Lenders, as applicable.

(c) In addition, notwithstanding the foregoing, this Agreement may be amended with the written consent of the Agents, Holdings, the Borrower and the Lenders providing the relevant Replacement Term Loans (as defined below) to permit the refinancing of all outstanding Term Loans of any Tranche ("Refinanced Term Loans") with a replacement term loan tranche hereunder ("Replacement Term Loans"); provided that (a) the aggregate principal amount of such Replacement Term Loans shall not exceed the aggregate principal amount of such Refinanced Term Loans, (b) the Applicable Margin for such Replacement Term Loans shall not be higher than the Applicable Margin for such Refinanced Term Loans, (c) the weighted average life to maturity of such Replacement Term Loans shall not be shorter than the weighted average life to maturity of such Refinanced Term Loans at the time of such refinancing and (d) all other terms applicable to such Replacement Term Loans shall be substantially identical to, or less favorable to the Lenders providing such Replacement Term Loans than, those applicable to such Refinanced Term Loans, except to the extent necessary to provide for covenants and other terms applicable to any period after the latest final maturity of the Term Loans in effect immediately prior to such refinancing.

(d) Furthermore, notwithstanding the foregoing, if following the Closing Date, the Administrative Agent and the Borrower shall have jointly identified an obvious error or any error or omission of a technical or immaterial nature, in each case, in any provision of this Agreement or any other Loan Document, then the Administrative Agent and the Borrower shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to this Agreement or any other Loan Document if the same is not objected to in writing by the Required Lenders within five Business Days following receipt of notice thereof; it being understood that posting such amendment electronically on IntraLinks/IntraAgency or another relevant website with notice

of such posting by the Administrative Agent to the Required Lenders shall be deemed adequate receipt of notice of such amendment.

10.2 Notices. (a) All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three Business Days after being deposited in the mail, postage prepaid, or, in the case of telecopy notice, when received, addressed as follows in the case of Holdings, the Borrower, the Agents, and as set forth in an administrative questionnaire delivered to the Administrative Agent in the case of the Lenders, or to such other address as may be hereafter notified by the respective parties hereto:

Holdings:	Booz Allen Hamilton Inc. 8283 Greensboro Drive McLean VA 22102 Attention: Sam Strickland Telecopy: (703) 902-3011 Telephone: (703) 902-4700
	in each case with a copy to:
	The Carlyle Group 1001 Pennsylvania Avenue, NW Washington, DC 20004 Attention: Ian Fujiyama Telecopy: (202) 347-9250 Telephone: (202) 729-5426
With a copy to:	Debevoise & Plimpton LLP 919 Third Avenue New York, NY 10022 Attention: Pierre Maugüé Telecopy: (212) 521-7643 Telephone: (212) 909-6643
The Borrower:	Booz Allen Hamilton Inc. 8283 Greensboro Drive McLean VA 22102 Attention: Sam Strickland Telecopy: (703) 902-3011 Telephone: (703) 902-4700
	in each case with a copy to:
	The Carlyle Group 1001 Pennsylvania Avenue, NW Washington, DC 20004 Attention: Ian Fujiyama Telecopy: (202) 347-9250 Telephone: (202) 729-5426

With a copy to: Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Attention: Pierre Maugüé
Telecopy: (212) 521-7643
Telephone: (212) 909-6643

Agents: Credit Suisse AG, Cayman Islands Branch
One Madison Avenue, New York, NY 10010
Attention: Agency Manager
Telecopy: (212) 322-2291
Email: agency.loanops@credit-suisse.com

provided that any notice, request or demand to or upon the Agents, the Lenders, Holdings or the Borrower shall not be effective until received.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. The Agents, Holdings or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

10.3 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of any Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

10.4 Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.

10.5 Payment of Expenses; Indemnification. Except with respect to Taxes which are addressed in Section 2.20, the Borrower agrees (a) to pay or reimburse each Agent for all of its reasonable and documented out-of-pocket costs and expenses incurred in connection with the syndication of the Facilities (other than fees payable to syndicate members) and the development, preparation, execution and delivery of this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith and any amendment, supplement or modification thereto, and, as to the Agents only, the administration of the transactions contemplated hereby and thereby, including, without limitation, the reasonable fees and disbursements and other charges of a single firm of counsel to the Agents (plus one firm of special regulatory counsel and one firm of local counsel per material jurisdiction as may reasonably be necessary in connection with collateral matters) in connection with all of the foregoing, (b) to pay or reimburse each Lender and each Agent for all their reasonable and documented out-of-pocket costs and expenses incurred in connection with the enforcement of any rights under this Agreement, the other Loan Documents and any such other documents, including, without limitation, the

documented fees and disbursements of a single firm of counsel and, if necessary, a single firm of special regulatory counsel and a single firm of local counsel per material jurisdiction as may reasonably be necessary, for the Agents and the Lenders, taken as a whole, and (c) to pay, indemnify or reimburse each Lender, each Agent, each Issuing Lender, each Lead Arranger, each Joint Bookrunner, the Co-Manager and their respective affiliates, and their respective officers, directors, employees, trustees, advisors, agents and controlling Persons (each, an "Indemnitee") for, and hold each Indemnitee harmless from and against any and all other liabilities, obligations, losses, damages, penalties, costs, expenses or disbursements arising out of any actions, judgments or suits of any kind or nature whatsoever, arising out of or in connection with any claim, action or proceeding relating to or otherwise with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the other Loan Documents and any such other documents, including, without limitation, any of the foregoing relating to the use of proceeds of the Loans or the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of the Borrower, any of its Subsidiaries or any of the Properties and the fees and disbursements and other charges of legal counsel in connection with claims, actions or proceedings by any Indemnitee against Holdings or the Borrower hereunder (all the foregoing in this clause (c), collectively, the "Indemnified Liabilities"); provided that, neither Holdings nor the Borrower shall have any obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities are found by a court of competent jurisdiction to have resulted from (i) the gross negligence, bad faith or willful misconduct of such Indemnitee or its Related Persons, (ii) a material breach of the Loan Documents by such Indemnitee or its Related Persons or (iii) disputes solely among Indemnitees or their Related Persons (it being understood that this clause (iii) shall not apply to the indemnification of an Agent or Lead Arranger in a suit involving an Agent or Lead Arranger in its capacity as such). For purposes hereof, a "Related Person" of an Indemnitee means (i) if the Indemnitee is any Agent or any of its affiliates or their respective officers, directors, employees, agents and controlling Persons, any of such Agent and its affiliates and their respective officers, directors, employees, agents and controlling Persons, and (ii) if the Indemnitee is any Lender or any of its affiliates or their respective officers, directors, employees, agents and controlling Persons, any of such Lender and its affiliates and their respective officers, directors, employees, agents and controlling Persons. All amounts due under this Section 10.5 shall be payable promptly after receipt of a reasonably detailed invoice therefor. Statements payable by the Borrower pursuant to this Section 10.5 shall be submitted to the Borrower at the address thereof set forth in Section 10.2, or to such other Person or address as may be hereafter designated by the Borrower in a written notice to the Administrative Agent. The agreements in this Section 10.5 shall survive repayment of the Obligations.

10.6 Successors and Assigns; Participations and Assignments. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any affiliate of any Issuing Lender that issues any Letter of Credit), except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 10.6.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may, in compliance with applicable law, assign (other than to any Disqualified Institution or a natural person) to one or more assignees (each, an "Assignee"), all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld or delayed) of:

(A) the Borrower; provided that no consent of the Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund (as defined below), or, if an

Event of Default under Section 8.1(a) or 8.1(f) has occurred and is continuing, any other Person; and

(B) the Administrative Agent; provided that no consent of the Administrative Agent shall be required for an assignment to (x) a Lender, an Affiliate of a Lender or an Approved Fund or (y) Holdings, the Borrower or a Subsidiary of the Borrower in connection with a purchase of Term Loans pursuant to Section 2.11(c); and

(C) in the case of an assignment under the Revolving Facility, each Issuing Lender and the Swingline Lender.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitments or Loans under any Facility, the amount of the Commitments or Loans of the assigning Lender subject to each such assignment (determined as of (I) the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or (II) if earlier, the "trade date" (if any) specified in such Assignment and Assumption) shall not be less than (x) $5,000,000, in the case of the Revolving Facility or (y) $1,000,000, in the case of the Tranche A Term Facility or the Tranche B Term Facility, unless the Borrower and the Administrative Agent otherwise consent; provided that (1) no such consent of the Borrower shall be required if an Event of Default under Section 8.1(a) or 8.1(f) has occurred and is continuing and (2) such amounts shall be aggregated in respect of each Lender and its Affiliates or Approved Funds, if any;

(B) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption via an electronic settlement system acceptable to the Administrative Agent and the Borrower (or, at the Borrower's request, manually) together with a processing and recordation fee of $3,500 (which fee may be waived or reduced in the sole discretion of the Administrative Agent); provided that only one such fee shall be payable in the case of contemporaneous assignments to or by two or more related Approved Funds; and

(C) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire and all applicable tax forms; provided that the provisions of this clause (ii) shall not apply to an assignment to Holdings or a Subsidiary of the Borrower in connection with a purchase of Term Loans pursuant to Section 2.11(c).

For the purposes of this Section 10.6, "Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) (i) an entity or an Affiliate of an entity that administers or manages a Lender or (ii) an entity or an Affiliate of an entity that is the investment advisor to a Lender. Notwithstanding the foregoing, no Lender shall be permitted to make assignments under this Agreement to any Disqualified Institutions.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) below, from and after the effective date specified in each Assignment and Assumption the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the

assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be subject to the obligations under and entitled to the benefits of Sections 2.19, 2.20, 2.21 and 10.5). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 10.6 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section 10.6 (and will be required to comply therewith).

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). Holdings, the Borrower, the Administrative Agent, the Issuing Lenders, the Swingline Lender and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement (and the entries in the Register shall be conclusive absent demonstrable error for such purposes), notwithstanding notice to the contrary. The Register shall be available for inspection by Holdings, the Borrower, the Issuing Lenders, the Swingline Lender and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Assignee, the Assignee's completed administrative questionnaire (unless the Assignee shall already be a Lender hereunder) and all applicable tax forms, the processing and recordation fee referred to in paragraph (b) of this Section 10.6 and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and promptly record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) (i) Any Lender may, without the consent of the Borrower or the Administrative Agent, in compliance with applicable law, sell participations (other than to any Disqualified Institution) to one or more banks or other entities (a "Participant"), in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent, the Issuing Lenders, the Swingline Lender and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1) requires the consent of each Lender directly and adversely affected thereby pursuant to the proviso to the second sentence of Section 10.1 and (2) directly affects such Participant. Subject to paragraph (c)(ii) of this Section 10.6, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.19, 2.20 and 2.21 (if such Participant agrees to have related obligations thereunder) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 10.6. Notwithstanding the foregoing, no Lender shall be permitted to sell participations under this Agreement to any Disqualified Institutions.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.19 or 2.20 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent to such greater amounts. No Participant shall be entitled to the benefits of Section 2.20 unless such Participant complies with Section 2.20(d) or (e), as (and to the extent) applicable, as if such Participant were a Lender.

(d) Any Lender may, without the consent of or notice to the Administrative Agent or the Borrower, at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 10.6 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto.

(e) The Borrower, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring the same (in the case of an assignment, following surrender by the assigning Lender of all Notes representing its assigned interests).

(f) The Borrower may prohibit any assignment if it would require the Borrower to make any filing with any Governmental Authority or qualify any Loan or Note under the laws of any jurisdiction and the Borrower shall be entitled to request and receive such information and assurances as it may reasonably request from any Lender or any Assignee to determine whether any such filing or qualification is required or whether any assignment is otherwise in accordance with applicable law.

(g) Notwithstanding anything to the contrary contained herein, other than pursuant to Section 2.11(c), none of Holdings, the Borrower or any of its Subsidiaries may acquire by assignment, participation or otherwise any right to or interest in any of the Commitments or Loans hereunder (and any such attempted acquisition shall be null and void).

10.7 Adjustments; Set-off. (a) Except to the extent that this Agreement provides for payments to be allocated to a particular Lender or to the Lenders under a particular Facility, if any Lender (a "Benefited Lender") shall at any time receive any payment of all or part of the Obligations owing to it, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by setoff, pursuant to events or proceedings of the nature referred to in Section 8.1(f), or otherwise) in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of such other Lender's Obligations, such Benefited Lender shall purchase for cash from the other Lenders a participating interest in such portion of each such other Lender's Obligations, or shall provide such other Lenders with the benefits of any such collateral, as shall be necessary to cause such Benefited Lender to share the excess payment or benefits of such collateral ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(b) In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right, without prior notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, upon any amount becoming due and payable by the Borrower hereunder (whether at the stated maturity, by acceleration or otherwise) after the expiration of any cure or grace periods, to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final but excluding trust accounts), in any currency,

and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any affiliate, branch or agency thereof to or for the credit or the account of the Borrower. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such setoff and application made by such Lender; provided that the failure to give such notice shall not affect the validity of such setoff and application.

10.8 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (i.e., "pdf") transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

10.9 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.10 Integration. This Agreement and the other Loan Documents represent the entire agreement of Holdings, the Borrower, the Agents and the Lenders with respect to the subject matter hereof and thereof.

10.11 **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.**

10.12 Submission to Jurisdiction; Waivers. Each of Holdings and the Borrower hereby irrevocably and unconditionally:

(a) submits for itself and its Property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to it at its address set forth in Section 10.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 10.12 any special, exemplary, punitive or consequential damages.

10.13 Acknowledgments. Each of Holdings and the Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) neither the Agents nor any Lender has any fiduciary relationship with or duty to either of Holdings or the Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Agents and Lenders, on one hand, and Holdings and the Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among Holdings, the Borrower and the Lenders.

10.14 Confidentiality. The Agents and the Lenders agree to treat any and all information, regardless of the medium or form of communication, that is disclosed, provided or furnished, directly or indirectly, by or on behalf of Holdings or any of its affiliates in connection with this Agreement or the transactions contemplated hereby whether furnished before or after the Closing Date ("Confidential Information"), strictly confidential and not to use Confidential Information for any purpose other than evaluating the Merger Transactions and negotiating, making available, syndicating and administering this Agreement (the "Agreed Purposes"). Without limiting the foregoing, each Agent and each Lender agrees to treat any and all Confidential Information with adequate means to preserve its confidentiality, and each Agent and each Lender agrees not to disclose Confidential Information, at any time, in any manner whatsoever, directly or indirectly, to any other Person whomsoever, except (1) to its directors, officers, employees, counsel, advisors, trustees, affiliates and other representatives (collectively, the "Representatives"), to the extent necessary to permit such Representatives to assist in connection with the Agreed Purposes (it being understood that the Representatives to whom such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such Confidential Information confidential), (2) to any pledgee referred to in Section 10.6(d) and prospective Lenders and participants in connection with the syndication (including secondary trading) of the Facilities and Commitments and Loans hereunder, in each case who are informed of the confidential nature of the information and agree to observe and be bound by standard confidentiality terms, (3) upon the request or demand of any Governmental Authority having or purporting to have jurisdiction over it, (4) in response to any order of any Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, (5) to the extent reasonably required or necessary, in connection with any litigation or similar proceeding relating to the Facilities, (6) that has been publicly disclosed other than in breach of this Section 10.14, (7) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender or in connection with examinations or audits of such Lender or (8) to the extent reasonably required or necessary, in connection with the exercise of any remedy under the Loan Documents. Each Agent and

each Lender acknowledges that (i) Confidential Information includes information that is not otherwise publicly available and that such non-public information may constitute confidential business information which is proprietary to the Borrower and (ii) the Borrower has advised the Agents and the Lenders that it is relying on the Confidential Information for its success and would not disclose the Confidential Information to the Agents and the Lenders without the confidentiality provisions of this Agreement. All information, including requests for waivers and amendments, furnished by the Borrower or the Administrative Agent pursuant to, or in the course of administering, this Agreement will be syndicate-level information, which may contain material non-public information about the Borrower and its Affiliates and their related parties or their respective securities. Accordingly, each Lender represents to the Borrower and the Administrative Agent that it has identified in its administrative questionnaire a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law, including Federal and state securities laws.

10.15 Release of Collateral and Guarantee Obligations; Subordination of Liens. (a) Notwithstanding anything to the contrary contained herein or in any other Loan Document, upon request of the Borrower in connection with any Disposition of Property permitted by the Loan Documents, the Collateral Agent shall (without notice to, or vote or consent of, any Lender, or any affiliate of any Lender that is a party to any Specified Hedge Agreement or Cash Management Obligations or contingent or indemnification obligations not then due) take such actions as shall be required to release its security interest in any Collateral being Disposed of in such Disposition, and to release any Guarantee Obligations under any Loan Document of any Person being Disposed of in such Disposition, to the extent necessary to permit consummation of such Disposition in accordance with the Loan Documents. Any representation, warranty or covenant contained in any Loan Document relating to any such Property so Disposed of (other than Property Disposed of to the Borrower or any of its Restricted Subsidiaries) shall no longer be deemed to be repeated once such Property is so Disposed of.

(b) Notwithstanding anything to the contrary contained herein or any other Loan Document, when all Obligations (other than (x) obligations in respect of any Specified Hedge Agreement or Cash Management Obligations and (y) any contingent or indemnification obligations not then due) have been paid in full, all Commitments have terminated or expired and no Letter of Credit shall be outstanding that is not cash collateralized or backstopped, upon request of Holdings or the Borrower, the Collateral Agent shall (without notice to, or vote or consent of, any Lender, or any affiliate of any Lender that is a party to any Specified Hedge Agreement or documentation in respect of Cash Management Obligations) take such actions as shall be required to release its security interest in all Collateral, and to release all Guarantee Obligations under any Loan Document, whether or not on the date of such release there may be outstanding Obligations in respect of Specified Hedge Agreements or Cash Management Obligations or contingent or indemnification obligations not then due. Any such release of Guarantee Obligations shall be deemed subject to the provision that such Guarantee Obligations shall be reinstated if after such release any portion of any payment in respect of the Obligations guaranteed thereby shall be rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its Property, or otherwise, all as though such payment had not been made.

(c) Notwithstanding anything to the contrary contained herein or in any other Loan Document, upon request of Holdings or the Borrower in connection with any Liens permitted by the Loan Documents, the Collateral Agent shall (without notice to, or vote or consent of, any Lender) take such actions as shall be required to subordinate the Lien on any Collateral to any Lien permitted under Section 7.3.

10.16 Accounting Changes. In the event that any Accounting Change (as defined below) shall occur and such change results in a change in the method of calculation of financial ratios, standards or terms in this Agreement, then the Borrower and the Administrative Agent agree to enter into negotiations in order to amend such provisions of this Agreement so as to equitably reflect such Accounting Changes with the desired result that the criteria for evaluating the Borrower's financial condition shall be the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as such an amendment shall have been executed and delivered by the Borrower, the Administrative Agent and the Required Lenders, all financial ratios, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred. "Accounting Changes" refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC.

10.17 **WAIVERS OF JURY TRIAL. EACH OF HOLDINGS, THE BORROWER, THE AGENTS AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

10.18 USA PATRIOT ACT. Each Lender hereby notifies the Loan Parties that pursuant to the requirements of the USA Patriot Act (Title III of Publ. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Loan Parties, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Loan Parties in accordance with the Act.

10.19 Effect of Certain Inaccuracies. In the event that any financial statement delivered pursuant to Section 6.1(a) or (b) or any Compliance Certificate delivered pursuant to Section 6.2(b) is inaccurate, and such inaccuracy, if corrected, would have led to the application of a higher Applicable Margin or Applicable Commitment Fee Rate for any period (an "Applicable Period") than the Applicable Margin or Applicable Commitment Fee Rate for such Applicable Period, then (i) promptly following the correction of such financial statement by the Borrower, the Borrower shall deliver to the Administrative Agent a corrected financial statement and a corrected Compliance Certificate for such Applicable Period, (ii) the Applicable Margin and Applicable Commitment Fee Rate for the twelve month period preceding the delivery of such corrected financial statement and Compliance Certificate shall be determined based on the corrected Compliance Certificate for such Applicable Period and (iii) the Borrower shall promptly pay to the Administrative Agent the accrued additional interest or commitment fees owing as a result of such increased Applicable Margin or Applicable Commitment Fee Rate for such twelve month period. This Section 10.19 shall not limit the rights of the Administrative Agent or the Lenders hereunder, including under Section 8.1.

Exhibit B to
Amendment:
Schedule 2.1A
to Credit Agreement

Commitments

Lender	Existing Revolving Commitment	Additional Revolving Commitment	Revolving Commitment	Tranche C Term Commitment
Credit Suisse AG, Cayman Islands Branch	$ 21,250,000	$ 25,250,000	$ 46,500,000	$350,000,000
Barclays Bank PLC	—	26,500,000	26,500,000	—
Goldman Sachs Credit Partners L.P.	—	26,500,000	26,500,000	—
Morgan Stanley Bank, N.A.	—	26,500,000	26,500,000	—
Bank of America, N.A.	21,250,000	25,250,000	46,500,000	—
Sumitomo Mitsui Banking Corporation	21,250,000	15,000,000	36,250,000	—
CIT Bank	15,000,000	—	15,000,000	—
Lehman Brothers Inc/ Woodlands Commercial Bank	21,250,000	—	21,250,000	—
Total	$100,000,000	$145,000,000	$245,000,000	$350,000,000

Exhibit C to
Amendment
Schedule 4.3
to Credit Agreement

Existence; Compliance with Law

Booz Allen Transportation Inc. is not in good standing due to overdue New York State corporate franchise tax payments relating to its July 31, 2008 return.

EXHIBIT D
TO AMENDMENT

FORM OF
TRANCHE C TERM LOAN NOTE

THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT REFERRED TO BELOW. TRANSFERS OF THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MUST BE RECORDED IN THE REGISTER MAINTAINED BY THE ADMINISTRATIVE AGENT PURSUANT TO THE TERMS OF SUCH CREDIT AGREEMENT.

$_____ New York, New York

_____, 20__

FOR VALUE RECEIVED, the undersigned, Booz Allen Hamilton Inc., a Delaware corporation ("Booz Allen", and, together with any assignee of, or successor by merger to, Booz Allen Hamilton Inc.'s rights and obligations under the Credit Agreement (as hereinafter defined) as provided therein, the "Borrower"), hereby unconditionally promises to pay to _____ (the "Lender") or its registered assigns at the Funding Office specified in the Credit Agreement in Dollars and in immediately available funds, the principal amount of (a) _____ DOLLARS ($_____), or, if less, (b) the aggregate unpaid principal amount of all Tranche C Term Loans owing to the Lender under the Credit Agreement. The principal amount shall be paid in the amounts and on the dates specified in Section 2.3 of the Credit Agreement. The Borrower further agrees to pay interest in like money at such office on the unpaid principal amount hereof from time to time outstanding at the rates and on the dates specified in the Credit Agreement.

This Note (a) is one of the Notes issued pursuant to the Credit Agreement, dated as of July 31, 2008 and amended and restated as of December 11, 2009 (as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Booz Allen Hamilton Investor Corporation (f/k/a Explorer Investor Corporation), a Delaware corporation, the Borrower, the several banks and other financial institutions or entities from time to time parties thereto, Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, the "Administrative Agent") and Collateral Agent, Credit Suisse AG, Cayman Islands Branch, as Issuing Lender, Banc of America Securities LLC and Credit Suisse Securities (USA) LLC, as Joint Lead Arrangers, Banc of America Securities LLC, Credit Suisse Securities (USA) LLC, Morgan Stanley Senior Funding, Inc., Goldman Sachs Credit Partners L.P., Barclays Capital, as Joint Bookrunners, and Sumitomo Mitsui Banking Corporation, as Co-Manager, (b) is subject to the provisions of the Credit Agreement, which are hereby incorporated by reference, (c) is subject to optional and mandatory prepayment in whole or in part as provided in the Credit Agreement and (d) is secured and guaranteed as provided in the Loan Documents. Reference is hereby made to the Credit Agreement for a statement of all the terms and conditions under which the Tranche C Term Loans evidenced hereby are made and are to be repaid. In the event of any conflict or inconsistency between the terms of this Note and the terms of the Credit Agreement, to the fullest extent permitted by applicable law, the terms of the Credit Agreement shall govern and be controlling.

Upon the occurrence of any one or more Events of Default, all principal and all accrued interest then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as and to the extent provided in the Credit Agreement. No failure in exercising any rights

hereunder or under the other Loan Documents on the part of the Lender shall operate as a waiver of such rights.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, indorser or otherwise, hereby expressly waive, to the fullest extent permitted by applicable law, presentment, demand, protest and all other similar notices or similar requirements.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE CREDIT AGREEMENT, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE REGISTRATION AND OTHER PROVISIONS OF SECTION 10.6 OF THE CREDIT AGREEMENT.

FOR PURPOSES OF SECTIONS 1272, 1273 AND 1275 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND THE RULES AND REGULATIONS THEREUNDER, THIS NOTE IS BEING ISSUED WITH ORIGINAL ISSUE DISCOUNT. THE ISSUE PRICE, AMOUNT OF THE ORIGINAL ISSUE DISCOUNT, ISSUE DATE AND YIELD TO MATURITY OF THE NOTE CAN BE OBTAINED BY WRITTEN REQUEST BOOZ ALLEN HAMILTON INC., CHIEF FINANCIAL OFFICER, AT 8283 GREENSBORO DRIVE, McLEAN, VA 22102.

[*Remainder of page intentionally left blank*]

THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF THE BORROWER AND THE LENDER HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

BOOZ ALLEN HAMILTON INC.

By: _____
Name:
Title:

EXHIBIT E
TO AMENDMENT

FORM OF ACKNOWLEDGMENT AND CONFIRMATION

1. Reference is made to Amendment No. 1 to the Existing Credit Agreement, dated as of December 8, 2009 (the "Amendment"), by and among the Borrower, the Administrative Agent and the Lenders from time to time party thereto.

2. The Existing Credit Agreement is being amended pursuant to the Amendment. Each of the undersigned is a Guarantor of the Borrower Obligations of the Borrower pursuant to the Guarantee and Collateral Agreement and hereby:

(a) acknowledges its receipt of the foregoing Amendment and its review of the terms and conditions thereof and consents to the foregoing Amendment, and the amendment and restatement of the Existing Credit Agreement pursuant thereto;

(b) acknowledges that the Tranche C Term Loans and any Revolving Loans and Reimbursement Obligations in respect of Additional Revolving Commitments constitute Borrower Obligations;

(c) acknowledges that, notwithstanding the execution and delivery of the foregoing Amendment and the amendment and restatement of the Existing Credit Agreement pursuant thereto, (i) the Guarantee and Collateral Agreement shall continue to be in full force and effect, (ii) the Guarantor Obligations of such Guarantor are not impaired or affected and (iii) all guarantees made by such Guarantor pursuant to the Guarantee and Collateral Agreement and all Liens granted by such Guarantor as security for the Guarantor Obligations of such Guarantor pursuant to the Guarantee and Collateral Agreement continue in full force and effect and benefit the Borrower Obligations described in clause (b) above; and

(d) confirms and ratifies its obligations under each of the Loan Documents executed by it.

3. Capitalized terms used herein without definition shall have the meanings given to such terms in the Amendment to which this Acknowledgment and Confirmation is attached or in the Amended and Restated Credit Agreement referred to therein or in the Guarantee and Collateral Agreement, as applicable.

4. THIS ACKNOWLEDGMENT AND CONFIRMATION SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

5. This Acknowledgment and Confirmation may be executed by one or more of the parties to this Acknowledgment and Confirmation on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Acknowledgment and Confirmation by facsimile or electronic (i.e. "pdf") transmission shall be effective as delivery of a manually executed counterpart hereof.

[rest of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Acknowledgment and Confirmation to be duly executed and delivered as of the day and year first above written.

BOOZ ALLEN HAMILTON INVESTOR CORPORATION

By: _____
Name:
Title:

ASE, INC.

By: _____
Name:
Title:

AESTIX, INC.

By: _____
Name:
Title:

BOOZ ALLEN TRANSPORTATION, INC.

By: _____
Name:
Title:

EXHIBIT F-1
TO AMENDMENT

[FORM OF OPINION TO BE DELIVERED BY DEBEVOISE & PLIMPTON LLP]

1. Booz Allen Transportation is validly existing under the laws of the State of New York.

2. Booz Allen Transportation has the corporate power and authority to execute, deliver and perform its obligations under the Acknowledgment and Confirmation.

3. Booz Allen Transportation has taken all necessary corporate action to authorize its execution and delivery of and performance of its obligations under the Acknowledgment and Confirmation.

4. The Acknowledgment and Confirmation has been duly executed and delivered on behalf of Booz Allen Transportation.

5. (a) Each of the Credit Agreement and the other Transaction Documents to which the Borrower is a party constitutes a valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms.

(b) Each of the Credit Agreement and the other Transaction Documents to which Holdings is a party constitutes a valid and binding obligation of Holdings enforceable against Holdings in accordance with its terms.

(c) The Acknowledgment and Confirmation constitutes a valid and binding obligation of each Subsidiary Party enforceable against such Subsidiary Party in accordance with its terms.

6. (a) Except for (1) any consents, authorizations, approvals, notices and filings that have been obtained or made and are in full force and effect, (2) filings to perfect the security interests created by the Security Documents, (3) filings in the United States Patent and Trademark Office and the United States Copyright Office and in appropriate offices under any applicable state trademark laws, (4) mortgage filings in connection with any of the Loan Documents, (5) filings or consents required to create or perfect any Lien on Collateral constituting mobile goods covered by a certificate of title, (6) consents required pursuant to the Assignment of Claims Act and (7) those consents, authorizations, filings and other acts that, individually or in the aggregate, if not made, obtained or done would not to our knowledge have a Material Adverse Effect, to our knowledge no consent or authorization of, approval by, notice to, or filing with or other act by or in respect of, any United States federal or New York State governmental authority is required under United States federal or New York State law to be obtained or made on or prior to the date hereof by the Borrower in connection with its execution and delivery of, or performance of its obligations under, the Transaction Documents to which it is a party or in connection with the validity or enforceability against it of the Transaction Documents to which it is a party.

(b) Except for (1) any consents, authorizations, approvals, notices and filings that have been obtained or made and are in full force and effect, (2) filings to perfect the security interests created by the Security Documents, (3) filings in the United States Patent and Trademark Office and the United States Copyright Office and in appropriate offices under any applicable state trademark laws, (4) mortgage filings in connection with any of the Loan Documents, (5) filings or consents required to create or perfect any Lien on Collateral constituting mobile goods covered by a certificate of title, (6) consents required pursuant to the Assignment of Claims Act and (7) those consents, authorizations, filings and other acts that, individually or in the aggregate, if not made, obtained or done would not to our knowledge have a Material Adverse Effect, to our knowledge no consent or authorization of, approval by, notice to, or filing with or other act by or in respect of, any United States federal or New York State governmental authority is required under United States federal or New York State law to be obtained or made on or prior to the date hereof by Holdings in connection with its execution and delivery of, or performance of its obligations under, the Transaction Documents to which it is a party or in connection with the validity or enforceability against it of the Transaction Documents to which it is a party.

(c) Except for (1) any consents, authorizations, approvals, notices and filings that have been obtained or made and are in full force and effect, (2) filings to perfect the security interests created by the Security Documents, (3) filings in the United States Patent and Trademark Office and the United States Copyright Office and in appropriate offices under any applicable state trademark laws, (4) mortgage filings in connection with any of the Loan Documents, (5) filings or consents required to create or perfect any Lien on Collateral constituting mobile goods covered by a certificate of title, (6) consents required pursuant to the Assignment of Claims Act and (7) those consents, authorizations, filings and other acts that, individually or in the aggregate, if not made, obtained or done would not to our knowledge have a Material Adverse Effect, to our knowledge no consent or authorization of, approval by, notice to, or filing with or other act by or in respect of, any United States federal or New York State governmental authority is required under United States federal or New York State law to be obtained or made on or prior to the date hereof by any Subsidiary Party in connection with its execution and delivery of, or performance of its obligations under, the Transaction Documents to which it is a party or in connection with the validity or enforceability against it of the Transaction Documents to which it is a party.

7. (a) The execution and delivery by the Borrower of the Transaction Documents to which it is a party, and the performance by the Borrower of its obligations thereunder, (x) will not violate (i) any existing United States federal or New York State law, rule or regulation applicable to the Borrower (including without limitation Regulation U of the Board of Governors of the Federal Reserve System) or (ii) any contract listed in Schedule II to which the Borrower is a party, except, in the case of clauses (i) and (ii), for such violations that to our knowledge would not have a Material Adverse Effect, and (y) will not result in, or require, the creation or imposition of any Lien (other than under the Loan Documents) on any of its properties or revenues by operation of any law, rule or regulation referred to in the preceding clause (x) or pursuant to any such contract.

(b) The execution and delivery by Holdings of the Transaction Documents to which it is a party, and the performance by Holdings of its obligations thereunder, (x) will not violate (i) any existing United States federal or New York State law, rule or regulation applicable to Holdings or (ii) any contract listed in Schedule II to which Holdings is a party, except, in the case of clauses (i) and (ii), for such violations that to our knowledge would not have a Material Adverse Effect, and (y) will not result in, or require, the creation or imposition of any Lien (other than under the Loan Documents) on any of its properties or revenues by operation of any law, rule or regulation referred to in the preceding clause (x) or pursuant to any such contract.

(c) The execution and delivery by each Subsidiary Party of the Transaction Documents to which it is a party, and the performance by such Subsidiary Party of its obligations thereunder, (x) will not violate (i) any existing United States federal or New York State law, rule or regulation applicable to such Subsidiary Party or (ii) any contract listed in Schedule II to which such Subsidiary Party is a party, except, in the case of clauses (i) and (ii), for such violations that to our knowledge would not have a Material Adverse Effect, and (y) will not result in, or require, the creation or imposition of any Lien (other than under the Loan Documents) on any of its properties or revenues by operation of any law, rule or regulation referred to in the preceding clause (x) or pursuant to any such contract.

(d) The execution and delivery by Booz Allen Transportation of the Transaction Documents to which it is a party, and the performance by Booz Allen Transportation of its obligations thereunder, will not violate the certificate of incorporation or by-laws of Booz Allen Transportation.

8. (a) The Guarantee and Collateral Agreement is effective to create a valid security interest in favor of the Collateral Agent for the benefit of the Secured Parties, as security for the Obligations (as defined in the Guarantee and Collateral Agreement), in all of the collateral described therein that is of the type in which a security interest can be created under Article 9 of the UCC (the "Article 9 Collateral"), to the extent the UCC is applicable to the creation of such security interest.

(b) Upon the delivery of the Article 9 Collateral in which a security interest may be perfected by possession pursuant to the UCC to (and provided that the same remains in the possession of) the Collateral Agent in the State of New York, the Collateral Agent, for the benefit of the Secured Parties, has a perfected security interest in such Article 9 Collateral.

(c) Upon delivery of the Pledged Stock (in certificated form) either in bearer form or registered form (issued or endorsed in each case in the name of the Collateral Agent or in blank) to (and retention of control (within the meaning of Section 8-106 of the UCC) thereof by) the Collateral Agent in the State of New York, the Collateral Agent has a perfected security interest therein, to the extent the UCC is applicable to the perfection of such security interest.

(d) Upon the proper filing of the Financing Statement in the Filing Office, the Collateral Agent has a perfected security interest in all of the right, title and interest of Booz Allen Transportation in and to such Article 9 Collateral, to the extent perfection may be accomplished by the filing of financing statements in the Filing Office under the UCC.

9. The Borrower is not an "investment company" within the meaning of and subject to regulation under the Investment Company Act of 1940, as amended.

* * *

EXHIBIT F-2
TO AMENDMENT

[FORM OF OPINION TO BE DELIVERED BY MORRIS, NICHOLS, ARSHT & TUNNELL LLP]

1. Each Delaware Corporation is a duly incorporated and validly existing corporation in good standing under the laws of the State of Delaware.

2. Each Delaware Corporation has the requisite corporate power and authority to execute and deliver, as applicable, the Loan Documents to which it is a party and to perform its obligations thereunder.

3. The execution and delivery, as applicable, by each Delaware Corporation of the Loan Documents to which it is a party, and the performance by such Delaware Corporation of its obligations thereunder, have been duly authorized by all requisite corporate action on the part of such Delaware Corporation.

4. The execution and delivery, as applicable, by each Delaware Corporation of the Loan Documents to which it is party do not, and the performance by such Delaware Corporation of its obligations thereunder will not, (a) violate the Governing Documents of such Delaware Corporation, (b) violate any applicable law, rule or regulation of the State of Delaware or (c) result in, or require, the creation or imposition of any lien (other than under the Loan Documents) on any of its properties or revenues by operation of any law, rule or regulation referred to in the preceding clause (b).

5. No approval, consent or authorization of, filing with or notice to, any governmental authority of the State of Delaware is required in connection with the execution and delivery, as applicable, by any Delaware Corporation of the Loan Documents to which it is a party and the performance by such Delaware Corporation of its obligations thereunder.

6. Each of the Borrower and Holdings has duly executed and delivered Amendment No. 1. Each of Holdings, ASE and Aestix has duly executed and delivered the Acknowledgement.

7. Solely to the extent that the Delaware UCC is applicable to the perfection of the security interest of the Collateral Agent in the Collateral owned or acquired by the Borrower (the "Borrower Collateral"), the Borrower Financing Statement (as identified and defined on Annex C hereto) having been filed in the State Office, the security interest of the Collateral Agent is perfected in the portion of the Borrower Collateral as to which a security interest can be perfected by filing a financing statement in the State of Delaware under the Delaware UCC (the "Borrower Filing Collateral").

8. Solely to the extent that the Delaware UCC is applicable to the perfection of the security interest of the Collateral Agent in the Collateral owned or acquired by ASE (the "ASE Collateral"), the ASE Financing Statement (as identified and defined on Annex C hereto) having been filed in the State Office, the security interest of the Collateral Agent is perfected in the portion of the ASE Collateral as to which a security interest can be perfected by filing a financing statement in the State of Delaware under the Delaware UCC (the "ASE Filing Collateral").

9. Solely to the extent that the Delaware UCC is applicable to the perfection of the security interest of the Collateral Agent in the Collateral owned or acquired by Aestix (the "Aestix Collateral"), the Aestix Financing Statement (as identified and defined on Annex C hereto) having been filed in the State Office, the security interest of the Collateral Agent is perfected in the portion of the Aestix Collateral as to which a security interest can be perfected by filing a financing statement in the State of Delaware under the Delaware UCC (the "Aestix Filing Collateral").

10. Solely to the extent that the Delaware UCC is applicable to the perfection of the security interest of the Collateral Agent in the Collateral owned or acquired by Holdings (the "Holdings Collateral"), the Holdings Financing Statement (as identified and defined on Annex C hereto) having been filed in the State Office, the security interest of the Collateral Agent is perfected in the portion of the Holdings Collateral as to which a security interest can be perfected by filing a financing statement in the State of Delaware under the Delaware UCC (the "Holdings Filing Collateral").

EXHIBIT G
TO AMENDMENT

CLOSING CERTIFICATE
BOOZ ALLEN HAMILTON INC.
December 11, 2009

Pursuant to Section 5.1(f) of Amendment No. 1, dated as of December 8, 2009 (the "Amendment"; unless otherwise defined herein, terms defined in the Amendment or the Amended and Restated Credit Agreement referred to therein and used herein shall have the meanings given to them in the Amendment or the Amended and Restated Credit Agreement, as applicable), to the Credit Agreement, dated as of July 31, 2008, among Booz Allen Hamilton Investor Corporation (formerly known as Explorer Investor Corporation), a Delaware corporation, Explorer Merger Sub Corporation, a Delaware corporation, Booz Allen Hamilton Inc., a Delaware corporation, the several banks and other financial institutions or entities from time to time parties thereto, Credit Suisse AG, Cayman Islands Branch (formerly known as Credit Suisse, Cayman Islands Branch) ("Credit Suisse"), as Administrative Agent and Collateral Agent, Bank of America, N.A., as Syndication Agent, Lehman Brothers Commercial Bank, C.I.T. Leasing Corporation and Sumitomo Mitsui Banking Corporation, as Documentation Agents, Credit Suisse, as Issuing Lender and Banc of America Securities LLC, Credit Suisse Securities (USA) LLC, Lehman Brothers Inc. and Sumitomo Mitsui Banking Corporation, as Joint Lead Arrangers and Joint Bookrunners, the undersigned Ralph Shrader, Chairman, President and Chief Executive Officer of Booz Allen Hamilton Inc. (the "Company"), hereby certifies on behalf of the Company (and not individually) as follows:

1. No Default or Event of Default exists as of the Amendment and Restatement Effective Date, both immediately before and immediately after giving effect to the Amendment and the borrowing of the Tranche C Term Loans.

2. All of the representations and warranties contained in the Amended and Restated Credit Agreement and in the other Loan Documents are true and correct in all material respects on the Amendment and Restatement Effective Date, both immediately before and immediately after giving effect to the Amendment and the borrowing of the Tranche C Term Loans, with the same effect as though such representations and warranties had been made on and as of the Amendment and Restatement Effective Date (unless such representation or warranty relates to a specific date, in which case such representation or warranty shall be true and correct in all material respects as of such specific date).

3. CG Appleby is the duly elected and qualified Secretary of the Company and the signature set forth for such officer below is such officer's true and genuine signature.

The undersigned Secretary of the Company hereby certifies as follows:

1. Attached hereto as Exhibit A is a copy of a certificate of good standing or the equivalent from the Company's jurisdiction of organization dated as of a recent date prior to the date hereof.

2. Attached hereto as Exhibit B is a true and complete copy of resolutions duly adopted at a meeting of the Board of Directors of the Company, and such resolutions have not in any way been amended, modified, revoked or rescinded, have been in full force and effect since their adoption to and including the date hereof and are now in full force and effect.

3. Attached hereto as Exhibit C is a true and complete copy of the bylaws of the Company as in effect on the date hereof.

4. Attached hereto as Exhibit D is a true and complete certified copy of the Certificate of Incorporation of the Company as in effect on the date hereof, and such Certificate of Incorporation has not been amended, repealed, modified or restated.

5. The following persons are now duly elected and qualified officers of the Company holding the offices indicated next to their respective names, and the signatures appearing opposite their respective names are the true and genuine signatures of such officers, and each of such officers is duly authorized to execute and deliver on behalf of the Company the Amendment, each of the Loan Documents to which it is a party and any certificate or other document to be delivered by the Company pursuant to the Amendment or the Loan Documents to which it is a party:

Name and Title	Signature
Ralph Shrader Chairman, President and Chief Executive Officer	
CG Appleby General Counsel and Secretary	
Samuel Strickland Chief Financial Officer, Vice President and Treasurer	
Horacio Rozanski Chief Personnel Officer	
Douglas Manya Assistant Secretary	
Marie Lerch Assistant Secretary	

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

BOOZ ALLEN HAMILTON INC.

By: _____
Name: Ralph Shrader
Title: Chairman, President and Chief Executive Officer

By: _____
Name: CG Appleby
Title: Secretary

Exhibit A
to Closing Certificate

Certificate of Good Standing

Exhibit B
to Closing Certificate

Resolutions

Exhibit C
to Closing Certificate

Bylaws

Exhibit D
to Closing Certificate

Certificate/Articles of Incorporation

Exhibit 10.3

EXECUTION VERSION

$550,000,000

MEZZANINE CREDIT AGREEMENT

among

EXPLORER INVESTOR CORPORATION,

EXPLORER MERGER SUB CORPORATION,
as the Initial Borrower,

BOOZ ALLEN HAMILTON INC.,
as the Surviving Borrower,

The Several Lenders from Time to Time Parties Hereto,

CREDIT SUISSE,
as Administrative Agent,

and

CREDIT SUISSE SECURITIES (USA) LLC,

BANC OF AMERICA SECURITIES LLC,

and

LEHMAN BROTHERS INC.,
as Joint Lead Arrangers and Joint Bookrunners

Dated as of July 31, 2008

TABLE OF CONTENTS

MEZZANINE CREDIT AGREEMENT, dated as of July 31, 2008, among EXPLORER INVESTOR CORPORATION, a Delaware corporation ("Holdings"), EXPLORER MERGER SUB CORPORATION, a Delaware corporation (the "Initial Borrower"), BOOZ ALLEN HAMILTON INC., a Delaware corporation into which the Initial Borrower shall be merged (the "Company" or the "Surviving Borrower"), the several banks and other financial institutions or entities from time to time parties to this Agreement (the "Lenders"), CREDIT SUISSE, as Administrative Agent, and CREDIT SUISSE SECURITIES (USA) LLC, BANC OF AMERICA SECURITIES LLC and LEHMAN BROTHERS INC., as joint lead arrangers and joint bookrunners.

The parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

"Accounting Changes": as defined in Section 9.16.

"Acquisition": as defined in the definition of "Permitted Acquisition".

"Act": as defined in Section 9.18.

"Adjusted Actual Payment": as defined in Section 2.7.

"Adjusted Treasury Rate": with respect to a Specified Prepayment Date, the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15(519)" or any successor publication which is published weekly by the Board and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities", for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the First Call Date, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Adjusted Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month), calculated on the third Business Day immediately preceding the Specified Prepayment Date, plus 0.50%.

"Administrative Agent": Credit Suisse, as the administrative agent for the Lenders under this Agreement and the other Loan Documents, together with any of its successors and permitted assigns in such capacity in accordance with Section 8.9.

"Affiliate": as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly to direct or cause the direction of the management and policies of such Person, in either case whether by contract or otherwise.

"Agents": the collective reference to the Administrative Agent and, for purposes of Sections 9.13 and 9.14, the Lead Arrangers.

"Aggregate Exposure": with respect to any Lender at any time, an amount equal to (a) until the Closing Date, the aggregate amount of such Lender's Commitments at such time and (b) thereafter, the aggregate then unpaid principal amount of such Lender's Loans.

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

"Aggregate Inclusion": as defined in Section 2.7.

"Agreed Purposes": as defined in Section 9.14.

"Agreement": this Mezzanine Credit Agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"AHYDO Payments": "applicable high yield discount obligations" (within the meaning of Section 163(i)(1) of the Code) "catch-up" payments in respect of any Indebtedness (including any Permitted Subordinated Indebtedness and any Indebtedness incurred pursuant to Section 6.2(v)) the incurrence of which is not otherwise prohibited hereunder to the extent such Indebtedness provides for the payment of interest on all or any portion of the principal amount of such Indebtedness by adding such interest to the principal amount thereof.

"Annual Operating Budget": as defined in Section 5.2(c).

"Applicable Make-Whole Premium": with respect to any Loan to be prepaid on any Specified Prepayment Date, the greater of (a) 2.0% of the principal amount of such Loan and (b) the excess of (i) the present value at such Specified Prepayment Date of (x) 102% of the principal amount of such Loan plus (y) all required remaining scheduled interest payments due on such Loans through the First Call Date (but excluding accrued and unpaid interest payments due on such Loans through the Specified Prepayment Date), computed using a discount rate equal to the Adjusted Treasury Rate; over (ii) the principal amount of the Loan to be prepaid.

"Approved Fund": as defined in Section 9.6(b).

"Asset Sale": any Disposition of Property or series of related Dispositions of Property by the Borrower or any of its Restricted Subsidiaries not in the ordinary course of business (a) under Section 6.5(e) or (p) or (b) not otherwise permitted under Section 6.5, in each case, which yields Net Cash Proceeds (valued at the initial principal amount thereof in the case of non-cash proceeds consisting of notes or other debt securities and valued at fair market value in the case of other non-cash proceeds) in excess of $1,000,000.

"Assignee": as defined in Section 9.6(b).

"Assignment and Assumption": an Assignment and Assumption, substantially in the form of Exhibit D.

"Available Amount": as at any date, the sum of, without duplication:

(a) $10,000,000;

(b) the aggregate cumulative amount, not less than zero, of 50% of Excess Cash Flow for each fiscal year beginning with the fiscal year ending March 31, 2010;

(c) the Net Cash Proceeds received after the Closing Date and on or prior to such date from any Equity Issuance by, or capital contribution to, Holdings or the Borrower (which in the

case of any such Equity Issuance by the Borrower, is not Disqualified Capital Stock) which, in the case of any such Equity Issuance by, or capital contribution to, Holdings, have been contributed in cash as common equity to the Borrower, in each case to the extent it is not a Specified Equity Contribution;

(d) the aggregate amount of proceeds received after the Closing Date and on or prior to such date that (i) would have constituted Net Cash Proceeds pursuant to clause (a) of the definition of "Net Cash Proceeds" except for the operation of any of (A) the Dollar threshold set forth in the definition of "Asset Sale" and (B) the Dollar threshold set forth in the definition of "Recovery Event" or (ii) constitutes Declined Proceeds under, and as defined in, the Senior Secured Loan Agreement (as in effect on the Closing Date);

(e) the aggregate principal amount of any Indebtedness of the Borrower or any Restricted Subsidiary issued after the Closing Date (other than Indebtedness issued to a Restricted Subsidiary), which has been converted into or exchanged for Capital Stock in Holdings or any Parent Company;

(f) the amount received by the Borrower or any Restricted Subsidiary in cash (and the fair market value (as determined in good faith by the Borrower) of Property other than cash received by the Borrower or any Restricted Subsidiary) after the Closing Date from any dividend or other distribution by an Unrestricted Subsidiary;

(g) in the event any Unrestricted Subsidiary has been redesignated as a Restricted Subsidiary and becomes a Subsidiary Guarantor or has been merged, consolidated or amalgamated with or into, or transfers or conveys its assets to, or is liquidated into, the Borrower or any Subsidiary Guarantor, the fair market value (as determined in good faith by the Borrower) of the Investments of the Borrower or any Restricted Subsidiary in such Unrestricted Subsidiary at the time of such redesignation, combination or transfer (or of the assets transferred or conveyed, as applicable);

(h) an amount equal to any returns (including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) actually received in cash, Cash Equivalents and Permitted Liquid Investments by the Borrower or any Restricted Subsidiary in respect of any Investments made pursuant to Section 6.7(f)(ii)(B), (h)(B), or (v)(ii); and

(i) the aggregate amount actually received in cash, Cash Equivalents or Permitted Liquid Investments by the Borrower or any Restricted Subsidiary in connection with the sale, transfer or other disposition of its ownership interest in any joint venture that is not a Subsidiary or in any Unrestricted Subsidiary, in each case, to the extent of the Investment in such joint venture or Unrestricted Subsidiary;

in each case, that has not been previously applied pursuant to Section 6.6(b), Section 6.7(f)(ii), (h)(B) or (v)(ii) or Sections 6.8(a)(ii)(A) and 6.8(a)(ii)(B).

"Benefited Lender": as defined in Section 9.7(a).

"Board": the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Board of Directors": (a) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board; (b) with respect to a

partnership, the Board of Directors of the general partner of the partnership, or any committee thereof duly authorized to act on behalf of such board or the board or committee of any Person serving a similar function; (c) with respect to a limited liability company, the managing member or members or any controlling committee of managing members thereof or any Person or Persons serving a similar function; and (d) with respect to any other Person, the board or committee of such Person serving a similar function.

"Borrower": (a) at any time prior to the consummation of the Merger Transactions, the Initial Borrower and (b) upon and at any time after the consummation of the Merger Transactions, the Surviving Borrower.

"Business": the business activities and operations of the Company and/or its Affiliates on the Closing Date immediately after giving effect to the transactions contemplated by the Spin Off Agreement.

"Business Day": a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close.

"Capital Expenditures": for any period, with respect to any Person, the aggregate of all cash expenditures by such Person for the acquisition or leasing (pursuant to a capital lease but excluding any amount representing capitalized interest) of fixed or capital assets, computer software or additions to equipment (including replacements, capitalized repairs and improvements during such period) which are required to be capitalized under GAAP on a balance sheet of such Person; provided that in any event the term "Capital Expenditures" shall exclude: (i) any Permitted Acquisition and any other Investment permitted hereunder; (ii) any expenditures to the extent financed with any Reinvestment Deferred Amount under, and as defined in, the Senior Secured Loan Agreement (as in effect on the Closing Date); (iii) expenditures for leasehold improvements for which such Person is reimbursed in cash or receives a credit; and (iv) capital expenditures to the extent they are made with the proceeds of equity contributions (other than in respect of Disqualified Capital Stock) made to the Borrower after the Closing Date.

"Capital Lease Obligations": as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal Property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP; provided that for purposes of this definition, "GAAP" shall mean generally accepted accounting principles in the United States as in effect on the date hereof.

"Capital Stock": any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, and any and all equivalent ownership interests in a Person (other than a corporation).

"Carlyle Fund": Carlyle Partners US V, L.P. or any of its Affiliates that is a Person engaged primarily in the business of, and derives substantially all of its revenues from, making control-oriented investments through the direct or indirect acquisition of equity securities of operating companies.

"Cash Equivalents": (a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America), in each case maturing within eighteen months from the date of acquisition thereof;

(b) investments in commercial paper maturing within 270 days from the date of issuance thereof and having, at such date of acquisition, the highest credit rating obtainable from S&P or from Moody's;

(c) investments in certificates of deposit, banker's acceptances and time deposits maturing within one year from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, the Administrative Agent or any domestic office of any commercial bank organized under the laws of the United States of America or any State thereof that has a combined capital and surplus and undivided profits of not less than $500,000,000 and that issues (or the parent of which issues) commercial paper rated at least "Prime-1" (or the then equivalent grade) by Moody's or "A-1" (or the then equivalent grade) by S&P;

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

(e) investments in "money market funds" within the meaning of Rule 2a-7 of the Investment Company Act of 1940, as amended, substantially all of whose assets are invested in investments of the type described in clauses (a) through (d) above; and

(f) other short-term investments utilized by Foreign Subsidiaries in accordance with normal investment practices for cash management in investments of a type analogous to the foregoing.

"Change in Law": (a) the adoption of any law, rule or regulation, or (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority.

"Change of Control": the occurrence of any of the following: (a) Holdings shall cease to own, directly or indirectly, 100% of the Capital Stock of the Borrower, (b) at any time before Holdings' or any Parent Company's Capital Stock is traded on a nationally-recognized stock exchange, the Permitted Investors shall cease to own, directly or indirectly, at least 51% of the Capital Stock of Holdings or (c) at any time after Holdings' or any Parent Company's Capital Stock is traded on a nationally-recognized stock exchange and for any reason whatsoever, (i) a majority of the Board of Directors of Holdings shall not be Continuing Directors or (ii) the Permitted Investors shall cease to own, directly or indirectly, at least 35% of the Capital Stock of Holdings and any other "person" or "group" (within the meaning of Rule 13d-5 of the Securities Exchange Act of 1934 as in effect on the date hereof) shall own a greater amount (it being understood that if any such person or group includes one or more Permitted Investors, the shares of Capital Stock of Holdings directly or indirectly owned by the Permitted Investors that are part of such person or group shall not be treated as being owned by such person or group for purposes of determining whether this clause (ii) is triggered).

"Change of Control Offer": as defined in Section 2.6(b).

"Closing Date": the date on which the conditions precedent set forth in Section 4.1 shall have been satisfied or waived and the Loans hereunder shall have been funded, which date is July 31, 2008.

"Closing Date Material Adverse Effect": a "Company Material Adverse Effect" as defined in the Merger Agreement.

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

"Commitment": as to any Lender, the obligation of such Lender, if any, to make a Loan to the Borrower in a stated principal amount not to exceed the amount set forth under the heading "Commitment" opposite such Lender's name on Schedule 2.1, or in the Assignment and Assumption pursuant to which such Lender became a party hereto. The original aggregate stated amount of the Commitments is $550,000,000.

"Commonly Controlled Entity": an entity, whether or not incorporated, that is under common control with Holdings within the meaning of Section 4001 of ERISA or is part of a group that includes Holdings and that is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

"Commonly Controlled Plan": as defined in Section 3.12(b).

"Company": as defined in the preamble hereto.

"Company Reorganization": the series of transactions described in the "Project Explorer Summarized Transaction Steps", dated May 12, 2008, attached as Exhibit D to the Spin-Off Agreement dated as of May 15, 2008 among the Company, Booz & Company Holdings, LLC, Booz & Company Inc., Booz & Company Intermediate I Inc. and Booz & Company Intermediate II Inc., as amended, supplemented or otherwise modified from time to time, provided that any such amendments, supplements or modifications that are, when taken as a whole, materially adverse to the Lenders, shall be reasonably acceptable to the Administrative Agent.

"Comparable Treasury Issue" shall mean the United States Treasury security reasonably selected by the Administrative Agent as having a maturity comparable to the remaining term of the Loans from the applicable Specified Prepayment Date to the First Call Date, that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a maturity most nearly equal to the First Call Date.

"Compliance Certificate": a certificate duly executed by a Responsible Officer substantially in the form of Exhibit B.

"Confidential Information": as defined in Section 9.14.

"Consolidated Current Assets": at any date, all amounts (other than (a) cash, Cash Equivalents and Permitted Liquid Investments, (b) deferred financing fees and (c) payments for deferred taxes so long as such items described in clauses (b) and (c) are not cash items) that would, in conformity with GAAP, be set forth opposite the caption "total current assets" (or any like caption) on a consolidated balance sheet of the Borrower and its Restricted Subsidiaries at such date.

"Consolidated Current Liabilities": at any date, all amounts that would, in conformity with GAAP, be set forth opposite the caption "total current liabilities" (or any like caption) on a consolidated balance sheet of the Borrower and its Restricted Subsidiaries at such date, but excluding (a) the current portion of any Indebtedness of the Borrower and its Restricted Subsidiaries, (b) without duplication, all Indebtedness consisting of Revolving Loans, L/C Obligations or Swingline Loans, in each case, under, and as defined in, the Senior Secured Loan Agreement, to the extent otherwise included therein, (c) amounts for deferred taxes and non-cash tax reserves accounted for pursuant to FASB Interpretation No. 48 and (d) any equity compensation related liability.

"Consolidated EBITDA": of any Person for any period, Consolidated Net Income of such Person and its Restricted Subsidiaries for such period plus, without duplication and, if applicable, to

the extent reflected as a charge in the statement of such Consolidated Net Income (regardless of classification) for such period, the sum of:

(a) provisions for taxes based on income (or similar taxes in lieu of income taxes), profits, capital (or equivalents), including federal, foreign, state, local, franchise, excise and similar taxes and foreign withholding taxes of such Person paid or accrued during such period;

(b) Consolidated Net Interest Expense and, to the extent not reflected in such Consolidated Net Interest Expense, any net losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, amortization or write-off of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with Indebtedness (including commitment, letter of credit and administrative fees and charges with respect to the Senior Secured Loan Facilities and administrative fees and charges with respect to the Facility);

(c) depreciation and amortization expense and impairment charges (including deferred financing fees, capitalized software expenditures, intangibles (including goodwill), organization costs and amortization of unrecognized prior service costs and actuarial gains and losses related to pensions and other post-employment benefits);

(d) any extraordinary, unusual or non-recurring expenses or losses (including losses on sales of assets outside of the ordinary course of business and restructuring and integration costs or reserves, including any severance costs, costs associated with office and facility openings, closings and consolidations, relocation costs and other non-recurring business optimization expenses);

(e) any other non-cash charges, expenses or losses (except to the extent such charges, expenses or losses represent an accrual of or reserve for cash expenses in any future period or an amortization of a prepaid cash expense paid in a prior period);

(f) stock-option based and other equity-based compensation expenses;

(g) transaction costs, fees, losses and expenses (whether or not any transaction is actually consummated) (including those relating to the Merger Transactions, the transactions contemplated hereby and by the Senior Secured Loan Documents (including any amendments or waivers of the Loan Documents or the Senior Secured Loan Documents), and those payable in connection with the sale of Capital Stock, the incurrence of Indebtedness permitted by Section 6.2, transactions permitted by Section 6.4, Dispositions permitted by Section 6.5, or any Permitted Acquisition or other Investment permitted by Section 6.7 (in each case whether or not successful));

(h) all fees and expenses paid pursuant to the Management Agreement;

(i) proceeds from any business interruption insurance (to the extent not reflected as revenue or income in such statement of such Consolidated Net Income);

(j) the amount of cost savings and other operating improvements and synergies projected by the Borrower in good faith and certified in writing to the Administrative Agent to be realized as a result of any acquisition (including the Merger Transactions) or Disposition (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, or from any operational change taken or committed to be taken during such period (in each case calculated on a pro forma basis as though such cost savings and other operating improvements and synergies had been realized on the first day of such period), net of the amount of actual benefits realized during such period from such actions to the extent already included in the Consolidated Net Income for such period, provided that (i) the Borrower shall have certified to the Administrative Agent that (A) such cost savings, operating improvements and synergies are reasonably anticipated to result from such actions, (B) such actions have been taken, or have been committed to be taken and the benefits resulting therefrom are anticipated by the Borrower to be realized within 12 months and (ii) no cost savings shall be added pursuant to this clause (j) to the extent already included in clause (d) above with respect to such period;

(k) cash expenses relating to earn-outs and similar obligations;

(l) charges, losses, lost profits, expenses or write-offs to the extent indemnified or insured by a third party, including expenses covered by indemnification provisions in any agreement in connection with the Merger Transactions, a Permitted Acquisition or any other acquisition permitted by Section 6.7;

(m) losses recognized and expenses incurred in connection with the effect of currency and exchange rate fluctuations on intercompany balances and other balance sheet items;

(n) costs of surety bonds in connection with financing activities of such Person and its Restricted Subsidiaries; and

(o) costs associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and Public Company Costs;

minus, to the extent reflected as income or a gain in the statement of such Consolidated Net Income for such period, the sum of:

(a) any extraordinary, unusual or non-recurring income or gains (including gains on the sales of assets outside of the ordinary course of business);

(b) any other non-cash income or gains (other than the accrual of revenue in the ordinary course), but excluding any such items (i) in respect of which cash was received in a prior period or will be received in a future period or (ii) which represent the reversal in such period of any accrual of, or reserve for, anticipated cash charges in any prior period where such accrual or reserve is no longer required, all as determined on a consolidated basis; and

(c) gains realized and income accrued in connection with the effect of currency and exchange rate fluctuations on intercompany balances and other balance sheet items;

provided that for purposes of calculating Consolidated EBITDA of the Borrower and its Restricted Subsidiaries for any period, (A) the Consolidated EBITDA of any Person or Properties constituting a division or line of business of any business entity, division or line of business, in each case, acquired by the Borrower or any of the Restricted Subsidiaries during such period and assuming any synergies, cost savings and other operating improvements to the extent certified by the Borrower as having been determined in good faith to be reasonably anticipated to be realizable within 12 months following such acquisition, or of any Subsidiary designated as a Restricted Subsidiary during such period, shall be

included on a pro forma basis for such period (but assuming the consummation of such acquisition or such designation, as the case may be, occurred on the first day of such period) and (B) the Consolidated EBITDA of any Person or Properties constituting a division or line of business of any business entity, division or line of business, in each case, Disposed of by the Borrower or any of the Restricted Subsidiaries during such period, or of any Subsidiary designated as an Unrestricted Subsidiary during such period, shall be excluded for such period (assuming the consummation of such Disposition or such designation, as the case may be, occurred on the first day of such period). With respect to each Subsidiary that is not a wholly-owned Subsidiary or any joint venture, for purposes of calculating Consolidated EBITDA, the amount of income attributable to such Subsidiary or joint venture, as applicable, that shall be counted for such purposes shall equal the product of (x) the Borrower's direct and/or indirect percentage ownership of such Subsidiary or joint venture and (y) the aggregate amount of the applicable item of such Subsidiary or joint venture, as applicable, except to the extent the application of GAAP already takes into account the non-wholly owned subsidiary relationship. Notwithstanding the forgoing, Consolidated EBITDA shall be calculated without giving effect to the effects of purchase accounting or similar adjustments required or permitted by GAAP in connection with the Transactions, any Investment (including any Permitted Acquisition) and any other acquisition or Investment. For purposes of determining Consolidated EBITDA under this Agreement, Consolidated EBITDA for the fiscal quarter ended March 31, 2008 shall be deemed to be $64,635,000. Unless otherwise qualified, all references to "Consolidated EBITDA" in this Agreement shall refer to Consolidated EBITDA of the Borrower.

"Consolidated Net Income": of any Person for any period, the consolidated net income (or loss) of such Person and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP; provided that in calculating Consolidated Net Income of the Borrower and its consolidated Restricted Subsidiaries for any period, there shall be excluded (a) the income (or loss) of any Person accrued prior to the date it becomes a Restricted Subsidiary or is merged into or consolidated with the Borrower or any of its Subsidiaries and (b) the income (or loss) of any Person (other than a Restricted Subsidiary) in which Holdings, the Borrower or any of its Restricted Subsidiaries has an ownership interest (including any joint venture), except to the extent that any such income is actually received by Holdings, the Borrower or such Restricted Subsidiary in the form of dividends or similar distributions (which dividends and distributions shall be included in the calculation of Consolidated Net Income). Notwithstanding the forgoing, for purposes of calculating Excess Cash Flow, Consolidated Net Income shall not include: (i) extraordinary gains for such period, (ii) the cumulative effect of a change in accounting principles during such period, (iii) any fees and expenses incurred during such period, or any amortization thereof for such period, in connection with any acquisition, investment, recapitalization, asset disposition, issuance or repayment of debt, issuance of equity securities, refinancing transaction or amendment or other modification of any debt instrument (in each case, including any such transaction undertaken but not completed) and any charges or non-recurring merger costs incurred during such period as a result of any such transaction and (iv) any income (loss) for such period attributable to the early extinguishment of Indebtedness or Hedge Agreements. Unless otherwise qualified, all references to "Consolidated Net Income" in this Agreement shall refer to Consolidated Net Income of the Borrower. There shall be excluded from Consolidated Net Income for any period the purchase accounting effects of adjustments to inventory, Property and equipment, software and other intangible assets and deferred revenue required or permitted by GAAP and related authoritative pronouncements (including the effects of such adjustments pushed down to the Borrower and the Restricted Subsidiaries), as a result of the Transactions, any consummated acquisition whether consummated before or after the Closing Date, or the amortization or write-off of any amounts thereof.

"Consolidated Net Interest Expense": of any Person for any period, (a) total cash interest expense (including that attributable to Capital Lease Obligations) of such Person and its Restricted Subsidiaries for such period with respect to all outstanding Indebtedness of such Person and its Restricted

Subsidiaries, minus (b) the sum of (i) total cash interest income of such Person and its Restricted Subsidiaries for such period (excluding any interest income earned on receivables due from clients), in each case determined in accordance with GAAP plus (ii) any one time financing fees (to the extent included in such Person's consolidated interest expense for such period), including, with respect to the Borrower, those paid in connection with the Transaction Documents or in connection with any amendment thereof. Unless otherwise qualified, all references to "Consolidated Net Interest Expense" in this Agreement shall refer to Consolidated Net Interest Expense of the Borrower.

"Consolidated Secured Leverage": at any date, (a) the aggregate principal amount of all Funded Debt of the Borrower and its Restricted Subsidiaries secured by a Lien on such date, minus (b) cash, Cash Equivalents and Permitted Liquid Investments held by the Borrower and its Restricted Subsidiaries on such date, in each case determined on a consolidated basis in accordance with GAAP.

"Consolidated Secured Leverage Ratio": as of any date of determination, the ratio of (a) Consolidated Secured Leverage on such day to (b) Consolidated EBITDA of the Borrower and the Restricted Subsidiaries for the most recently ended Test Period.

"Consolidated Total Assets": the total assets of the Borrower and its Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP, as shown on the consolidated balance sheet of the Borrower for the most recently completed fiscal quarter for which financial statements have been delivered pursuant to Section 5.1(a) or (b).

"Consolidated Total Leverage": at any date, (a) the aggregate principal amount of all Funded Debt of the Borrower and its Restricted Subsidiaries on such date, minus (b) cash, Cash Equivalents and Permitted Liquid Investments held by the Borrower and its Restricted Subsidiaries on such date, in each case determined on a consolidated basis in accordance with GAAP.

"Consolidated Total Leverage Ratio": as of any date of determination, the ratio of (a) Consolidated Total Leverage on such day to (b) Consolidated EBITDA of the Borrower and the Restricted Subsidiaries for the most recently ended Test Period.

"Consolidated Working Capital": at any date, the difference of (a) Consolidated Current Assets on such date minus (b) Consolidated Current Liabilities on such date, provided that, for purposes of calculating Excess Cash Flow, increases or decreases in Consolidated Working Capital shall be calculated without regard to changes in the working capital balance as a result of non-cash increases or decreases thereof that will not result in future cash payments or receipts or cash payments or receipts in any previous period, in each case, including, without limitation, any changes in Consolidated Current Assets or Consolidated Current Liabilities as a result of (i) any reclassification in accordance with GAAP of assets or liabilities, as applicable, between current and noncurrent, (ii) the effects of purchase accounting and (iii) the effect of fluctuations in the amount of accrued or contingent obligations, assets or liabilities under Hedge Agreements.

"Continuing Directors": the directors of Holdings on the Closing Date and each other director of Holdings, if, in each case, such other director's nomination for election to the Board of Directors of Holdings is recommended by at least 51% of the then Continuing Directors or such other director receives the vote of the Sponsor and/or its Affiliates (excluding any operating portfolio companies of the Sponsor) or any other Permitted Investor in his or her nomination or election by the shareholders of Holdings.

"Contractual Obligation": as to any Person, any provision of any security issued by such Person or of any written or recorded agreement, instrument or other undertaking to which such Person is a party or by which it or any of its Property is bound.

"Default": any of the events specified in Section 7.1, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Derivatives Counterparty": as defined in Section 6.6.

"Disinterested Director": as defined in Section 6.9.

"Disposition": with respect to any Property, any sale, sale and leaseback, assignment, conveyance, transfer or other effectively complete disposition thereof. The terms "Dispose" and "Disposed of" shall have correlative meanings.

"Disqualified Capital Stock": Capital Stock that (a) requires the payment of any dividends (other than dividends payable solely in shares of Qualified Capital Stock), (b) matures or is mandatorily redeemable or subject to mandatory repurchase or redemption or repurchase at the option of the holders thereof (other than solely for Qualified Capital Stock), in each case in whole or in part and whether upon the occurrence of any event, pursuant to a sinking fund obligation on a fixed date or otherwise (including as the result of a failure to maintain or achieve any financial performance standards) or (c) are convertible or exchangeable, automatically or at the option of any holder thereof, into any Indebtedness, Capital Stock or other assets other than Qualified Capital Stock, in the case of clauses (a), (b) and (c), prior to the date that is 91 days after the Maturity Date (other than (i) upon payment in full of the Obligations (other than indemnification and other contingent obligations not yet due and owing) or (ii) upon a "change in control"; provided that any payment required pursuant to this clause (ii) is subject to the prior repayment in full of the Obligations (other than indemnification and other contingent obligations not yet due and owing) that are accrued and payable); provided further, however, that if such Capital Stock is issued to any employee or to any plan for the benefit of employees of the Borrower or the Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by the Borrower in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability.

"Disqualified Institution": (i) those institutions identified by the Borrower in writing to the Administrative Agent prior to the Closing Date or, with the consent of the Administrative Agent (not to be unreasonably withheld; consent of the Administrative Agent shall be deemed to have been given if the Administrative Agent does not object within 5 Business Days after identification of an institution) from time to time thereafter, and their known Affiliates and (ii) business competitors of the Borrower and its Subsidiaries or the Company identified by Borrower in writing to the Administrative Agent from time to time and their known Affiliates.

"Dollars" and "$": dollars in lawful currency of the United States.

"Domestic Subsidiary": any direct or indirect Restricted Subsidiary organized under the laws of any jurisdiction within the United States.

"Environmental Laws": any and all applicable laws, rules, orders, regulations, statutes, ordinances, codes or decrees (including, without limitation, common law) of any international authority, foreign government, the United States, or any state, provincial, local, municipal or other governmental authority, regulating, relating to or imposing liability or standards of conduct concerning protection of the

environment, natural resources or human health and safety as it relates to Releases of Materials of Environmental Concern, as has been, is now, or at any time hereafter is, in effect.

"Environmental Liability": any liability, claim, action, suit, judgment or order under or relating to any Environmental Law for any damages, injunctive relief, losses, fines, penalties, fees, expenses (including reasonable fees and expenses of attorneys and consultants) or costs, whether contingent or otherwise, including those arising from or relating to: (a) compliance or non-compliance with any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Materials of Environmental Concern, (c) exposure to any Materials of Environmental Concern, (d) the Release of any Materials of Environmental Concern or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Issuance": any issuance by Holdings, the Borrower or any Restricted Subsidiary of its Capital Stock in a public or private offering.

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

"Event of Default": any of the events specified in Section 7.1; provided that any requirement set forth therein for the giving of notice, the lapse of time, or both, has been satisfied.

"Excess Cash Flow": for any fiscal year of the Borrower, the difference, if any, of (a) the sum, without duplication, of (i) Consolidated Net Income of the Borrower for such fiscal year, (ii) the amount of all non-cash charges (including depreciation, amortization and deferred tax expense) deducted in arriving at such Consolidated Net Income and cash receipts included in clause (i) of the definition of "Consolidated Net Income" and excluded in arriving at such Consolidated Net Income, (iii) the amount of the decrease, if any, in Consolidated Working Capital for such fiscal year (excluding any decrease in Consolidated Working Capital relating to leasehold improvements for which the Borrower or any of its Subsidiaries is reimbursed in cash or receives a credit) and (iv) the aggregate net amount of non-cash loss on the Disposition of Property by the Borrower and its Restricted Subsidiaries during such fiscal year (other than sales of inventory in the ordinary course of business), to the extent deducted in arriving at such Consolidated Net Income; minus (b) the sum, without duplication (including, in the case of clauses (ii) and (viii) below, duplication across periods (provided that all or any portion of the amounts referred to in clauses (ii) and (viii) below with respect to a period may be applied in the determination of Excess Cash Flow for any subsequent period to the extent such amounts did not previously result in a reduction of Excess Cash Flow in any prior period)) of:

(i) the amount of all non-cash gains or credits included in arriving at such Consolidated Net Income (including, without limitation, credits included in the calculation of deferred tax assets and liabilities) and cash charges excluded in clauses (i) through (iv) of the definition of "Consolidated Net Income" and included in arriving at such Consolidated Net Income;

(ii) the aggregate amount (A) actually paid by the Borrower and its Restricted Subsidiaries in cash during such fiscal year on account of Capital Expenditures and Permitted Acquisitions and (B) committed during such fiscal year to be used to make Capital Expenditures or Permitted Acquisitions which in either case have been actually made or consummated or for which a binding agreement exists as of the time of determination of Excess Cash Flow for such fiscal year (in each case under this clause (ii) other than to the extent any such Capital Expenditure or Permitted Acquisition is made (or, in the case of the preceding clause (B), is expected to be made) with the proceeds of new long-term Indebtedness or an Equity Issuance or

with the proceeds of any Reinvestment Deferred Amount under, and as defined in, the Senior Secured Loan Agreement (as in effect on the Closing Date));

(iii) the aggregate amount of all regularly scheduled principal payments and all prepayments of Indebtedness (including, without limitation, the Loans and, if applicable, the Senior Secured Loans) of the Borrower and its Restricted Subsidiaries made during such fiscal year (other than in respect of any revolving credit facility to the extent there is not an equivalent permanent reduction in commitments thereunder and other than to the extent any such prepayments are the result of the incurrence of additional indebtedness and other than optional prepayments of the Term Loans under and as defined in the Senior Secured Loan Agreement and optional prepayments of Revolving Loans and Swingline Loans under and as defined in the Senior Secured Loan Agreement to the extent accompanied by permanent optional reductions of the Revolving Commitments under and as defined in the Senior Secured Loan Agreement);

(iv) the amount of the increase, if any, in Consolidated Working Capital for such fiscal year (excluding any increase in Consolidated Working Capital relating to leasehold improvements for which the Borrower or any of its Subsidiaries is reimbursed in cash or receives a credit);

(v) the aggregate net amount of non-cash gain on the Disposition of Property by the Borrower and its Restricted Subsidiaries during such fiscal year (other than sales of inventory in the ordinary course of business), to the extent included in arriving at such Consolidated Net Income;

(vi) fees and expenses incurred in connection with the Transactions or any Permitted Acquisition (whether or not consummated);

(vii) purchase price adjustments paid or received in connection with the Merger Transactions, any Permitted Acquisition or any other acquisition permitted under Section 6.7(h) or (v);

(viii) (A) the net amount of Investments made during such period pursuant to paragraphs (d), (f), (h), (l), (v) and (y) of Section 6.7 (to the extent, in the case of clause (y), such Investment relates to Restricted Payments permitted under Section 6.6(c), (e), (h) or (i)) or committed during such period to be used to make Investments pursuant to such paragraphs of Section 6.7 which have been actually made or for which a binding agreement exists as of the time of determination of Excess Cash Flow for such period (but excluding Investments among the Borrower and its Restricted Subsidiaries) and (B) permitted Restricted Payments made in each case by the Borrower during such period and permitted Restricted Payments made by any Restricted Subsidiary to any Person other than Holdings, the Borrower or any of the Restricted Subsidiaries during such period, in each case, to the extent permitted by Section 6.6(c), (e), (h) or (i); provided that the amount of Restricted Payments made pursuant to Section 6.6(e) and deducted pursuant to this clause (viii) shall not exceed $10,000,000 in any fiscal year;

(ix) the amount (determined by the Borrower) of such Consolidated Net Income which is mandatorily prepaid or reinvested pursuant to Section 2.12(b) of the Senior Secured Loan Agreement or any successor provision (or as to which a waiver of the requirements of such Section applicable thereto has been granted) prior to the date of determination of Excess Cash Flow for such fiscal year as a result of any Asset Sale or Recovery Event;

(x) the aggregate amount of any premium or penalty actually paid in cash that is required to be made in connection with any prepayment of Indebtedness;

(xi) cash payments by the Borrower and its Restricted Subsidiaries during such period in respect of long-term liabilities of the Borrower and its Subsidiaries other than Indebtedness;

(xii) the aggregate amount of expenditures actually made by the Borrower and its Restricted Subsidiaries in cash during such period (including expenditures for the payment of financing fees) to the extent that such expenditures are not expensed during such period and are not deducted in calculating Consolidated Net Income;

(xiii) cash expenditures in respect of Hedge Agreements during such period to the extent not deducted in arriving at such Consolidated Net Income;

(xiv) the amount of taxes (including penalties and interest) paid in cash in such period or tax reserves set aside or payable (without duplication) in such period to the extent they exceed the amount of tax expense deducted in determining Consolidated Net Income for such period;

(xv) the amount of cash payments made in respect of pensions and other post-employment benefits in such period;

(xvi) payments made in respect of the minority equity interests of third parties in any non-wholly owned Restricted Subsidiary in such period, including pursuant to dividends declared or paid on Capital Stock held by third parties in respect of such non-wholly-owned Restricted Subsidiary; and

(xvii) the amount representing accrued expenses for cash payments (including with respect to retirement plan obligations) that are not paid in cash in such fiscal year, provided that such amounts will be added to Excess Cash Flow for the following fiscal year to the extent not paid in cash during such following fiscal year.

"Excluded Subsidiary": (a) each Domestic Subsidiary which is an Immaterial Subsidiary as of the Closing Date and listed on Schedule 1.1 and each future Domestic Subsidiary which is an Immaterial Subsidiary, in each case, for so long as such Subsidiary remains an Immaterial Subsidiary, (b) each Domestic Subsidiary that is not a wholly-owned Subsidiary on any date such Subsidiary would otherwise be required to become a Guarantor pursuant to the requirements of Section 5.8(a) (for so long as such Subsidiary remains a non-wholly-owned Restricted Subsidiary), (c) any Foreign Subsidiary Holding Company, (d) each Domestic Subsidiary that is a Subsidiary of a Foreign Subsidiary, (e) each Unrestricted Subsidiary, (f) each Domestic Subsidiary to the extent that (i) such Domestic Subsidiary is prohibited by any applicable Contractual Obligation or Requirement of Law from guaranteeing the Obligations, (ii) any Contractual Obligation prohibits such guarantee without the consent of the other party or (iii) a guarantee of the Obligations would give any other party to a Contractual Obligation the right to terminate its obligation thereunder; provided that clauses (ii) and (iii) shall not be applicable if (A) such other party is a Loan Party or a wholly-owned Subsidiary or (B) consent has been obtained to provide such guarantee and for so long as such Contractual Obligation or replacement or renewal thereof is in effect, (g) any Subsidiary that is a Special Purpose Entity or (h) any other Domestic Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent (confirmed by notice to the Borrower) the cost of providing a guarantee is excessive in view of the benefits to be obtained by the Lenders.

"Facility": the Commitments and the Loans made hereunder.

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

"First Call Date": the second anniversary of the Closing Date.

"Foreign Subsidiary": any Restricted Subsidiary of the Borrower that is not a Domestic Subsidiary.

"Foreign Subsidiary Holding Company": any Restricted Subsidiary of the Borrower which is a Domestic Subsidiary substantially all of the assets of which consist of the Capital Stock of one or more Foreign Subsidiaries.

"Funded Debt": with respect to any Person, all Indebtedness of such Person of the types described in clauses (a), (b), (e), (g)(ii) or, to the extent related to Indebtedness of the types described in the preceding clauses, (d) of the definition of "Indebtedness".

"Funding Office": the office of the Administrative Agent specified in Section 9.2 or such other office as may be specified from time to time by the Administrative Agent as its funding office by written notice to the Borrower and the Lenders.

"GAAP": generally accepted accounting principles in the United States as in effect from time to time.

"Governmental Authority": any nation or government, any state, province or other political subdivision thereof and any governmental entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and, as to any Lender, any securities exchange and any self regulatory organization (including the National Association of Insurance Commissioners).

"Guarantee Agreement": the Guarantee Agreement to be executed and delivered by Holdings, the Borrower and each Subsidiary Guarantor, substantially in the form of Exhibit A, as the same may be amended, supplemented or otherwise modified from time to time.

"Guarantee Obligation": as to any Person (the "guaranteeing person"), any obligation of (a) the guaranteeing person or (b) another Person (including, without limitation, any bank under any letter of credit) pursuant to which the guaranteeing person has issued a guarantee, reimbursement, counterindemnity or similar obligation, in either case guaranteeing or by which such Person becomes contingently liable for any Indebtedness (the "primary obligations") of any other third Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any Property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase Property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term

Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or disposition of assets or any Investment permitted under this Agreement. The amount of any Guarantee Obligation of any guaranteeing Person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case, the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof (assuming such person is required to perform thereunder) as determined by such Person in good faith.

"Guarantors": the collective reference to Holdings and the Subsidiary Guarantors.

"Hedge Agreements": all agreements with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions, in each case, entered into by the Borrower or any Restricted Subsidiary.

"Holdings": as defined in the preamble hereto.

"Holdings IPO": the issuance by Holdings or any Parent Company of its common Capital Stock in an underwritten primary public offering (other than a public offering pursuant to a registration statement on Form S-8) pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act whether alone or in connection with a secondary public offering.

"Immaterial Subsidiary": on any date, any Subsidiary of the Borrower that has had less than 5% of Consolidated Total Assets and 5% of annual consolidated revenues of the Borrower and its Restricted Subsidiaries as reflected on the most recent financial statements delivered pursuant to Section 5.1 prior to such date; provided that at no time shall all Immaterial Subsidiaries have in the aggregate Consolidated Total Assets or annual consolidated revenues (as reflected on the most recent financial statements delivered pursuant to Section 5.1 prior to such time) in excess of 7.5% of Consolidated Total Assets or annual consolidated revenues, respectively, of the Borrower and its Restricted Subsidiaries.

"Indebtedness" of any Person: without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person for the deferred purchase price of Property or services already received, (d) all Guarantee Obligations by such Person of Indebtedness of others, (e) all Capital Lease Obligations of such Person, (f) all payments that such Person would have to make in the event of an early termination, on the date Indebtedness of such Person is being determined in respect of outstanding Hedge Agreements (such payments in respect of any Hedge Agreement with a counterparty being calculated subject to and in accordance with any netting provisions in such Hedge Agreement), (g) the principal component of all obligations, contingent or otherwise, of such Person (i) as an account party in respect of letters of credit (other than any letters of credit, bank guarantees or similar instrument in respect of which a back-to-back letter of credit has been permitted by this Agreement) and (ii) in respect of bankers' acceptances; provided that Indebtedness shall not include (A) trade and other ordinary course payables, accrued expenses and intercompany liabilities arising in the ordinary course of business, (B) prepaid or deferred revenue arising in the ordinary course of business, (C) purchase price holdbacks

arising in the ordinary course of business in respect of a portion of the purchase price of an asset to satisfy unperformed obligations of the seller of such asset or (D) earn-out and other contingent obligations until such obligations become a liability on the balance sheet of such Person in accordance with GAAP. The Indebtedness of any Person shall include the Indebtedness of any partnership in which such Person is a general Partner, other than to the extent that the instrument or agreement evidencing such Indebtedness expressly limits the liability of such Person in respect thereof.

"Indebtedness for Borrowed Money": (a) to the extent the following would be reflected on a consolidated balance sheet of the Borrower and its Restricted Subsidiaries prepared in accordance with GAAP, the principal amount of all Indebtedness of the Borrower and its Restricted Subsidiaries with respect to (i) borrowed money, evidenced by debt securities, debentures, acceptances, notes or other similar instruments and (ii) Capital Lease Obligations, (b) reimbursement obligations for letters of credit and financial guarantees (without duplication) (other than ordinary course of business contingent reimbursement obligations) and (c) Hedge Agreements; provided that the Obligations shall not constitute Indebtedness for Borrowed Money.

"Indemnified Liabilities": as defined in Section 9.5.

"Indemnitee": as defined in Section 9.5.

"Initial Borrower": as defined in the preamble hereto.

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

"Insolvent": pertaining to a condition of Insolvency.

"Intellectual Property": the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, copyrights, copyright licenses, domain names, patents, patent licenses, trademarks, trademark licenses, trade names, technology, know-how and processes, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Interest Payment Date": (a) commencing on September 30, 2008, the last Business Day of each March, June, September and December to occur while each Loan is outstanding and the final maturity date of each Loan and (b) as to any Loan, the date of any repayment or prepayment made in respect thereof.

"Interest Period": the period commencing on and including an Interest Payment Date and ending on and including the day immediately preceding the next succeeding Interest Payment Date, with the exception that the first Interest Period shall commence on and include the Closing Date to but excluding September 30, 2008.

"Investments": as defined in Section 6.7.

"Lead Arrangers": Credit Suisse Securities (USA) LLC, Banc of America Securities LLC and Lehman Brothers Inc. in their capacity as joint lead arrangers and joint bookrunners.

"Lenders": as defined in the preamble hereto.

"Lien": any mortgage, pledge, hypothecation, collateral assignment, encumbrance, lien (statutory or other), charge or other security interest or any other security agreement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing). For the avoidance of doubt, it is understood and agreed that the Borrower and any Restricted Subsidiary may, as part of its business, grant licenses to third parties to use Intellectual Property owned or developed by, or licensed to, such entity. For purposes of this Agreement and the other Loan Documents, such licensing activity, and licenses granted pursuant to the Merger Documents, shall not constitute a "Lien" on such Intellectual Property. Each of the Administrative Agent and each Lender understands that any such licenses may be exclusive to the applicable licensees, and such exclusivity provisions may limit the ability of the Administrative Agent to utilize, sell, lease, license or transfer the related Intellectual Property or otherwise realize value from such Intellectual Property pursuant hereto.

"Loan": as defined in Section 2.1.

"Loan Documents": the collective reference to this Agreement, the Guarantee Agreement and the Notes (if any) and any amendment, waiver, supplement or other modification to any of the foregoing.

"Loan Parties": Holdings, the Borrower and each Subsidiary Guarantor.

"Management Agreement": the Management Agreement, by and between Explorer Holding Corporation, the Borrower and TC Group V, L.L.C., as in effect on the Closing Date and as modified from time to time with the consent of the Administrative Agent (which consent shall not be unreasonably withheld or delayed).

"Material Adverse Effect": a material adverse effect on (a) the business, operations, assets, financial condition or results of operations of the Borrower and its Restricted Subsidiaries, taken as a whole, or (b) the material rights and remedies available to the Administrative Agent and the Lenders, taken as a whole, under the Loan Documents.

"Materials of Environmental Concern": any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products, polychlorinated biphenyls, urea-formaldehyde insulation, asbestos, pollutants, contaminants, radioactivity and any other substances that are defined as hazardous or toxic under any Environmental Law, that are regulated pursuant to any Environmental Law.

"Maturity Date": the eighth anniversary of the Closing Date.

"Merger Agreement": the Agreement and Plan of Merger, dated as of May 15, 2008, by and among, Holdings, the Company, Explorer Holding Corporation, the Initial Borrower and Booz & Company Inc.

"Merger Documents": collectively, the Merger Agreement, the Spin Off Agreement, and all schedules, exhibits, annexes and amendments thereto (including the execution versions of any agreements that are exhibits or annexes thereto), in each case, as amended, supplemented or otherwise modified from time to time.

"Merger Transactions": the transactions contemplated by the Merger Documents.

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

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

"Net Cash Proceeds": (a) in connection with any Asset Sale or any Recovery Event, the proceeds thereof in the form of cash, Cash Equivalents and Permitted Liquid Investments (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received) received by any Loan Party, net of (i) attorneys' fees, accountants' fees, investment banking fees, consulting fees, amounts required to be applied to the repayment of Indebtedness secured by a Lien expressly permitted hereunder on any asset which is the subject of such Asset Sale or Recovery Event and other customary fees and expenses actually incurred by any Loan Party in connection therewith; (ii) taxes paid or reasonably estimated to be payable by any Loan Party as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements); (iii) the amount of any reasonable reserve established in accordance with GAAP against any liabilities (other than any taxes deducted pursuant to clause (ii) above) (A) associated with the assets that are the subject of such event and (B) retained by the Borrower or any of the Restricted Subsidiaries, provided that the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Cash Proceeds of such event occurring on the date of such reduction and (iv) the pro rata portion of the Net Cash Proceeds thereof (calculated without regard to this clause (iv)) attributable to minority interests and not available for distribution to or for the account of the Borrower or any Domestic Subsidiary as a result thereof and (b) in connection with any Equity Issuance or other issuance or sale of debt securities or instruments or the incurrence of Funded Debt, the cash proceeds received from such issuance or incurrence, net of attorneys' fees, investment banking fees, accountants' fees, consulting fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith.

"New Subsidiary": as defined in Section 6.2(t).

"Non-Excluded Subsidiary": any Subsidiary of the Borrower which is not an Excluded Subsidiary.

"Non-Excluded Taxes": as defined in Section 2.10(a).

"Non-Guarantor Subsidiary": any Subsidiary of the Borrower which is not a Subsidiary Guarantor.

"Non-Recourse Debt": Indebtedness (a) with respect to which no default would permit (upon notice, lapse of time or both) any holder of any other Indebtedness of Holdings, the Borrower or any of its Restricted Subsidiaries to declare a default on such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity and (b) as to which the lenders or holders thereof will not have any recourse to the capital stock or assets of Holdings, the Borrower or any of its Restricted Subsidiaries.

"Non-US Lender": as defined in Section 2.10(d).

"Note": any promissory note evidencing any Loan, which promissory note shall be in the form of Exhibit H or such other form as agreed upon by the Administrative Agent and the Borrower.

"Obligations": the unpaid principal (including, for the avoidance of doubt, any original issue discount and the amount of all PIK Interest, if any, that has been added to such principal) of and interest on (including, without limitation, interest accruing after the maturity of the Loans and interest

accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed or allowable in such proceeding) the Loans and all other obligations and liabilities of the Borrower to the Administrative Agent or to any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, in each case, which may arise under, out of, or in connection with, this Agreement, any other Loan Document or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all fees, charges and disbursements of counsel to the Administrative Agent or any Lender that are required to be paid by the Borrower pursuant hereto) or otherwise.

"Offer": as defined in Section 2.5(d)(i).

"Offer Loans": as defined in Section 2.5(d)(i).

"Other Taxes": any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"Parent Company": any direct or indirect parent of Holdings.

"Participant": as defined in Section 9.6(c).

"PBGC": the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

"Permitted Acquisition": (a) any acquisition (including, if applicable, in the case of any Intellectual Property, by way of license) approved by the Required Lenders, (b) any acquisition made solely with the Net Cash Proceeds of any substantially concurrent Equity Issuance or capital contribution (other than Disqualified Capital Stock) or (c) any acquisition of a majority controlling interest in the Capital Stock, or all or substantially all of the assets, of any Person, or of all or substantially all of the assets constituting a division, product line or business line of any Person (each, an "Acquisition"), if such Acquisition described in this clause (c) complies with the following criteria:

(a) no Event of Default shall be in effect immediately prior or after giving effect to such Acquisition; and

(b) if the total consideration (other than any equity consideration) in respect of such Acquisition exceeds $10,000,000, the Borrower shall have delivered to the Administrative Agent a certificate of the Borrower signed by a Responsible Officer to such effect, together with all relevant financial information for such Subsidiary or asset to be acquired reasonably requested by the Administrative Agent prior to such acquisition to the extent available.

"Permitted Business": the Business and any services, activities or businesses incidental or directly related or similar to any line of business engaged in by the Borrower and its Subsidiaries as of the Closing Date or any business activity that is a reasonable extension, development or expansion thereof or ancillary thereto.

"Permitted Investors": the collective reference to the Sponsor and its Affiliates (but excluding any operating portfolio companies of the foregoing), the members of management of Holdings

and its Subsidiaries that have ownership interests in Holdings as of the Closing Date, and the directors of Holdings and its Subsidiaries or any Parent Company on, or as of no later than 60 days following, the Closing Date.

"Permitted Liquid Investments": (a) securities issued or directly and fully and unconditionally guaranteed or insured by the United States government or any agency or instrumentality thereof the securities of which are unconditionally guaranteed as a full faith and credit obligation of such government with maturities of 24 months or less from the date of acquisition, (b) certificates of deposit, time deposits and eurodollar time deposits with maturities of 24 months or less from the date of acquisition, bankers' acceptances with maturities not exceeding 24 months and overnight bank deposits, in each case, with any domestic commercial bank having capital and surplus in excess of $250,000,000, (c) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clauses (a) and (b) above entered into with any financial institution meeting the qualifications specified in clause (b) above, (d) commercial paper having a rating of at least A-1 from S&P or P-1 from Moody's (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another rating agency) and maturing within 24 months after the date of acquisition and Indebtedness and Preferred Stock issued by Persons with a rating of "A" or higher from S&P or "A2" or higher from Moody's with maturities of 24 months or less from the date of acquisition, (e) readily marketable direct obligations issued by any state of the United States or any political subdivision thereof having one of the two highest rating categories obtainable from either Moody's or S&P with maturities of 24 months or less from the date of acquisition, (f) marketable short-term money market and similar securities having a rating of at least P-1 or A-1 from Moody's or S&P, respectively (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another rating agency) and in each case maturing within 24 months after the date of creation or acquisition thereof, (g) Investments with average maturities of 12 months or less from the date of acquisition in money market funds rated AA- (or the equivalent thereof) or better by S&P or Aa3 (or the equivalent thereof) or better by Moody's, (h) instruments equivalent to those referred to in clauses (a) through (g) above denominated in euro or pound sterling or any other foreign currency comparable in credit quality and tenor to those referred to above and customarily used by corporations for cash management purposes in any jurisdiction outside the United States to the extent reasonably required in connection with any business conducted by any Restricted Subsidiary organized in such jurisdiction including, without limitation, certificates of deposit or bankers' acceptances of, and bank deposits with, any bank organized under the laws of any country that is a member of the European Economic Community or Canada or any subdivision thereof, whose short-term commercial paper rating from S&P is at least A-1 or the equivalent thereof or from Moody's is at least P-1 or the equivalent thereof, in each case with maturities of not more than 24 months from the date of acquisition and (i) investment in funds which invest substantially all of their assets in Cash Equivalents of the kinds described in clauses (a) through (h) of this definition.

"Permitted Refinancings": with respect to any Person, refinancings, replacements, modifications, refundings, renewals or extensions of Indebtedness provided that (a) there is no increase in the principal amount (or accrued value) thereof (excluding accrued interest, fees, discounts, premiums and expenses), (b) the weighted average life to maturity of such Indebtedness is greater than or equal to the shorter of (i) the weighted average life to maturity of the Indebtedness being refinanced and (ii) the weighted average life to maturity that would result if all payments of principal on the Indebtedness being refinanced that were due on or after the date that is one year following the Maturity Date were instead due one year following the Maturity Date, (c) if the Indebtedness being refinanced, refunded, modified, renewed or extended is subordinated in right of payment to the Obligations, such refinancing, refunding, modification, renewal or extension is subordinated in right of payment to the Obligations (A) on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being refinanced, refunded, modified, renewed or extended, (B) on terms consistent with the then-prevailing market terms for subordination of comparable Indebtedness or (C) on terms to which the

Administrative Agent shall agree, (d) the terms and conditions (including, if applicable, as to collateral) of any such refinanced, refunded, modified, renewed or extended Indebtedness are not materially less favorable to the Lenders than the terms and conditions of the Indebtedness being modified, refinanced, refunded, renewed or extended, (e) no Default or Event of Default shall have occurred and be continuing at the time thereof or no Default or Event of Default would result from any such refinancing, refunding, modification, renewal or extension and (f) with respect to any such Indebtedness that is secured, neither the Borrower nor any Restricted Subsidiary shall be an obligor or guarantor of any such refinancings, replacements, refundings, renewals or extensions except to the extent that such Person was such an obligor or guarantor in respect of the applicable Indebtedness being modified, refinanced, refunded, renewed or extended.

"Permitted Subordinated Indebtedness": unsecured, senior subordinated or subordinated Indebtedness of the Borrower or any Restricted Subsidiary (including guarantees thereof by the Borrower or any Guarantor, as applicable), provided that (a) no scheduled principal payments, mandatory prepayments, redemptions or sinking fund payments of any Permitted Subordinated Indebtedness shall be required prior to the date at least 180 days following the Maturity Date (other than customary offers to purchase upon a change of control, asset sale, customary acceleration rights upon an event of default and AHYDO Payments), (b) the covenants and events of default of such Permitted Subordinated Indebtedness (i) shall be, taken as a whole, customary for Indebtedness of a similar nature as such Permitted Subordinated Indebtedness or (ii) shall otherwise not have been objected to by the Administrative Agent, after the Administrative Agent shall have been afforded a period of five Business Days to review such terms of such Permitted Subordinated Indebtedness, (c) the terms of subordination applicable to any Permitted Subordinated Indebtedness shall be (i) taken as a whole, customary for unsecured subordinated high yield debt securities issued by any Affiliates of the Sponsor or (ii) shall otherwise not have been objected to by the Administrative Agent, after the Administrative Agent shall have been afforded a period of five Business Days to review such terms of such Permitted Subordinated Indebtedness and (d) no Default or Event of Default shall have occurred and be continuing at the time of incurrence of such Indebtedness or would result therefrom.

"Person": an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"PIK Interest Amount": as defined in Section 2.8(a).

"Plan": at a particular time, any employee benefit plan as defined in Section 3(3) of ERISA and in respect of which Holdings, the Borrower or any of its Restricted Subsidiaries is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA, including a Multiemployer Plan.

"Property": any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including, without limitation, Capital Stock.

"Public Company Costs": costs relating to compliance with the provisions of the Securities Act and the Exchange Act, as applicable to companies with equity or debt securities held by the public, the rules of national securities exchange companies with listed equity or debt securities, directors' compensation, fees and expense reimbursement, costs relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors and officers' insurance and other executive costs, legal and other professional fees, and listing fees.

"Qualified Capital Stock": any Capital Stock that is not Disqualified Capital Stock.

"Ratio Calculation Date": as defined in Section 1.3(a).

"Real Property": collectively, all right, title and interest of the Borrower or any other Subsidiary in and to any and all parcels of real property owned or operated by the Borrower or any other Subsidiary together with all improvements and appurtenant fixtures, easements and other property and rights incidental to the ownership, lease or operation thereof.

"Recovery Event": any settlement of or payment in respect of any Property or casualty insurance claim or any condemnation proceeding relating to any asset of the Borrower or any Domestic Subsidiary that is a Restricted Subsidiary, in an amount for each such event exceeding $1,000,000.

"Reference Period": the period of four fiscal quarters most recently ended immediately prior to the date of any specified event for which financial statements have been delivered pursuant to Section 5.1.

"Refinancing": the repayment of certain existing Indebtedness of the Company on the Closing Date.

"Register": as defined in Section 9.6(b)(iv).

"Regulation U": Regulation U of the Board as in effect from time to time.

"Related Business Assets": assets (other than cash, Cash Equivalents or Permitted Liquid Investments) used or useful in a Permitted Business; provided that any assets received by the Borrower or a Restricted Subsidiary in exchange for assets transferred by the Borrower or a Restricted Subsidiary shall not be deemed to be Related Business Assets if they consist of securities of a Person, unless upon receipt of the securities of such Person, such Person would become a Restricted Subsidiary.

"Release": any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment or within or upon any building, structure or facility.

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

"Reportable Event": any of the events set forth in Section 4043(c) of ERISA, other than those events as to which the thirty day notice period is waived by the PBGC in accordance with the regulations thereunder.

"Representatives": as defined in Section 9.14.

"Required Lenders": at any time, the holders of more than 50% of (a) until the Closing Date, the Commitments then in effect and (b) thereafter, the aggregate unpaid principal amount of the Loans then outstanding; provided, however, that determinations of the "Required Lenders" shall exclude any Commitments or Loans held by any Carlyle Fund.

"Requirement of Law": as to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

"Responsible Officer": the chief executive officer, president, chief financial officer (or similar title) controller or treasurer (or similar title) of Holdings or the Borrower, as applicable, or (with respect to Section 5.7) any Restricted Subsidiary and, with respect to financial matters, the chief financial officer (or similar title), controller or treasurer (or similar title) of Holdings or the Borrower, as applicable.

"Restricted Payments": as defined in Section 6.6.

"Restricted Subsidiary": any Subsidiary of the Borrower which is not an Unrestricted Subsidiary.

"S&P": Standard & Poor's Ratings Group, Inc., or any successor to the rating agency business thereof.

"SEC": the Securities and Exchange Commission (or successors thereto or an analogous Governmental Authority).

"Securities Act": the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Senior Secured Loan Agreement": the Credit Agreement, dated as of July 31, 2008, among Holdings, the Borrower, the lenders from time to time parties thereto, Credit Suisse, as administrative agent and collateral agent, Bank of America, N.A., as syndication agent, and Lehman Brothers Commercial Bank, C.I.T. Leasing Corporation and Sumitomo Mitsui Bank Corporation, as documentation agents, Credit Suisse, as issuing lender and Banc of America Securities LLC, Credit Suisse Securities (USA) LLC, Lehman Brothers Inc. and Sumitomo Mitsui Bank Corporation, as joint lead arrangers and joint bookrunners, as such agreement may be amended, supplemented or otherwise modified from time to time or refunded, refinanced, restructured, replaced, renewed, repaid, increased or extended from time to time to the extent not prohibited by this Agreement (whether in whole or in part, whether with the original administrative agent and lenders or other agents and lenders or otherwise, and whether provided under the original Senior Secured Loan Agreement or other credit agreements, indentures or otherwise, unless such agreement or instrument expressly provides that it is not intended to be and is not a Senior Secured Loan Agreement hereunder).

"Senior Secured Loan Documents": the Loan Documents as defined in the Senior Secured Loan Agreement or any other documentation evidencing any Senior Secured Loan Facility, as the same may be amended, supplemented or otherwise modified, extended, renewed, refinanced or replaced from time to time to the extent not prohibited by this Agreement.

"Senior Secured Loan Facilities": the collective reference to the Senior Secured Loan Agreement, any Senior Secured Loan Documents, any notes issued pursuant thereto and any guarantee and collateral agreement, and other instruments and documents executed and delivered pursuant to or in connection with any of the foregoing, in each case as the same may be amended, supplemented or otherwise modified from time to time, or refunded, refinanced, restructured, replaced, renewed, repaid, increased or extended from time to time (whether in whole or in part, whether with the original agent and lenders or other agents and lenders or otherwise, and whether provided under the original Senior Secured Loan Agreement or other credit agreements, indentures or otherwise, unless such agreement expressly provides that it is not intended to be and is not a Senior Secured Loan Facility hereunder).

"Senior Secured Loans": the loans made pursuant to the Senior Secured Loan Agreement.

"Single Employer Plan": any Plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA and in respect of which any Loan Party or any Commonly Controlled Entity is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Solvent": with respect to any Person, as of any date of determination, (a) the amount of the "present fair saleable value" of the assets of such Person will, as of such date, exceed the amount of all "liabilities of such Person, contingent or otherwise", as of such date, as such quoted terms are determined in accordance with applicable federal and state laws governing determinations of the solvency of debtors, (b) the present fair saleable value of the assets of such Person will, as of such date, be greater than the amount that will be required to pay the liability of such Person on its debts as such debts become absolute and matured, (c) such Person will not have, as of such date, an unreasonably small amount of capital with which to conduct its business and (d) such Person will be able to pay its debts as they mature. For purposes of this definition, (i) "debt" means liability on a "claim", (ii) "claim" means any (x) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (y) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured or unmatured, disputed, undisputed, secured or unsecured and (iii) except as otherwise provided by applicable law, the amount of "contingent liabilities" at any time shall be the amount thereof which, in light of all the facts and circumstances existing at such time, can reasonably be expected to become actual or matured liabilities.

"Special Mandatory Prepayment": as defined in Section 2.7.

"Special Purpose Entity": Booz Allen Hamilton Intellectual Property Holdings, LLC or any other Person formed or organized primarily for the purpose of holding trademarks, service marks, trade names, logos, slogans and/or internet domain names containing the mark "Booz" without the names "Allen" or "Hamilton" and licensing such marks to Booz & Company Inc. and its affiliates.

"Specified Equity Contribution": as defined in Section 7.2.

"Specified Prepayment Date": with respect to any Loan to be prepaid pursuant to Section 2.5(b)(ii), the date fixed for such prepayment by or pursuant to this Agreement.

"Specified Representations": (a) the representations made by the Company in the Merger Agreement as are material to the interests of the Lenders, but only to the extent that the Borrower has the right to terminate its obligations under the Merger Agreement as a result of the breach of such representations and (b) the representations and warranties set forth in Sections 3.2, 3.4(a), 3.4(c), 3.11 and 3.13.

"Spin Off Agreement": the Spin Off Agreement, dated as of May 15, 2008, by and among the Company, Booz & Company Holdings, LLC, Booz & Company Inc., Booz & Company Intermediate I Inc. and Booz & Company Intermediate II Inc.

"Sponsor": The Carlyle Group and any Affiliates thereof (but excluding any operating portfolio companies of the foregoing).

"Subsidiary": as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a

contingency) to elect a majority of the Board of Directors of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person; provided that any joint venture that is not required to be consolidated with the Borrower and its consolidated Subsidiaries in accordance with GAAP shall not be deemed to be a "Subsidiary" for purposes hereof. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a direct or indirect Subsidiary or Subsidiaries of the Borrower.

"Subsidiary Guarantors": (a) each Subsidiary other than any Excluded Subsidiary and (b) any other Subsidiary of the Borrower that is a party to the Guarantee Agreement.

"Supermajority Lenders": as defined in Section 9.1(a).

"Surviving Borrower": as defined in the preamble hereto.

"Taxes": all present and future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Test Period": on any date of determination, the period of four consecutive fiscal quarters of the Borrower (in each case taken as one accounting period) most recently ended on or prior to such date for which financial statements have been or are required to be delivered pursuant to Section 5.1.

"Transaction Documents": the Merger Documents, the Loan Documents and the Senior Secured Loan Documents.

"Transactions": (a) the transactions to occur pursuant to the Transaction Documents, (b) the Refinancing and (c) the Company Reorganization.

"Transferee": any Assignee or Participant.

"United States": the United States of America.

"Unrestricted Subsidiary": (i) any Subsidiary of the Borrower designated as such and listed on Schedule 3.14 on the Closing Date and (ii) any Subsidiary of the Borrower that is designated by a resolution of the Board of Directors of the Borrower as an Unrestricted Subsidiary, but only to the extent that, in the case of each of clauses (i) and (ii), such Subsidiary: (a) has no Indebtedness other than Non-Recourse Debt; (b) is not party to any agreement, contract, arrangement or understanding with Holdings, the Borrower or any Restricted Subsidiary unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to Holdings, the Borrower or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of Holdings or the Borrower; (c) is a Person with respect to which neither Holdings, the Borrower nor any of the Restricted Subsidiaries has any direct or indirect obligation (x) to subscribe for additional Capital Stock or warrants, options or other rights to acquire Capital Stock or (y) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results; and (d) does not guarantee or otherwise provide credit support after the time of such designation for any Indebtedness of Holdings, the Borrower or any of its Restricted Subsidiaries, in the case of clauses (a), (b) and (c), except to the extent not otherwise prohibited by Section 6. If, at any time, any Unrestricted Subsidiary would fail to meet the foregoing requirements as an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary for purposes hereof. Subject to the foregoing, the Borrower may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary or any Restricted Subsidiary

to be an Unrestricted Subsidiary; provided that (i) such designation shall only be permitted if no Default or Event of Default would be in existence following such designation and after giving effect to such designation the Borrower shall be in pro forma compliance with the financial covenants set forth in Section 6.1, (ii) any designation of an Unrestricted Subsidiary as a Restricted Subsidiary shall be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of any outstanding Indebtedness of such Unrestricted Subsidiary and (iii) any designation of a Restricted Subsidiary as an Unrestricted Subsidiary shall be deemed to be an Investment in an Unrestricted Subsidiary and shall reduce amounts available for Investments in Unrestricted Subsidiaries permitted by Section 6.7 in an amount equal to the fair market value of the Subsidiary so designated; provided that the Borrower may subsequently redesignate any such Unrestricted Subsidiary as a Restricted Subsidiary so long as the Borrower does not subsequently re-designate such Restricted Subsidiary as an Unrestricted Subsidiary for a period of the succeeding four fiscal quarters.

"US Lender": as defined in Section 2.10(e).

1.2 Other Definitional Provisions. (a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms relating to the Borrower and its Subsidiaries not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP, (ii) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", and (iii) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, supplemented, restated or otherwise modified from time to time.

(c) The words "hereof", "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Annex, Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The term "license" shall include sub-license. The term "documents" includes any and all documents whether in physical or electronic form.

The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

1.3 Pro Forma Calculations. Solely for purposes of determining whether any action is otherwise permitted to be taken hereunder, the Consolidated Total Leverage Ratio and Consolidated Secured Leverage Ratio shall be calculated as follows:

(a) In the event that the Borrower or any Restricted Subsidiary incurs, assumes, guarantees, redeems, retires or extinguishes any Indebtedness subsequent to the commencement of the period for which such ratio is being calculated but prior to or simultaneously with the event for which the calculation of such ratio is made (a "Ratio Calculation Date"), then such ratio shall be calculated giving pro forma effect to such incurrence, assumption, guarantee, redemption, retirement or extinguishment of Indebtedness as if the same had occurred at the beginning of the applicable four-quarter period.

(b) For purposes of making the computation referred to above, if any acquisitions, Dispositions or designations of Unrestricted Subsidiaries or Restricted Subsidiaries are made (or committed to be made pursuant to a definitive agreement) during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the relevant Ratio Calculation Date, Consolidated EBITDA shall be calculated on a pro forma basis, assuming that all such acquisitions, Dispositions and designations had occurred on the first day of the four-quarter reference period in a manner consistent, where applicable, with the pro forma adjustments set forth in clause (j) of and the last proviso of the first sentence of the definition of "Consolidated EBITDA". If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into the Borrower or any of its Restricted Subsidiaries since the beginning of such period shall have made any acquisition or Disposition, in each case with respect to a business or an operating unit of a business, that would have required adjustment pursuant to this provision, then such ratio shall be calculated giving pro forma effect thereto for such period as if such acquisition or Disposition had occurred at the beginning of the applicable four-quarter period.

SECTION 2. AMOUNT AND TERMS OF COMMITMENTS

2.1 Commitments. Subject to the terms and conditions hereof, each Lender severally agrees to make a term loan (a "Loan") in Dollars to the Borrower on the Closing Date in an amount which will not exceed the amount of the Commitment of such Lender. The Borrower and the Lenders acknowledge that the Loans funded on the Closing Date will be funded with original issue discount of 1%. Notwithstanding the foregoing, the aggregate outstanding principal amount of the Loans for all purposes of this Agreement and the other Loan Documents shall be the stated principal amount thereof outstanding from time to time. After the making of the Loans to be made hereunder on the Closing Date, any unused Commitments hereunder will terminate on the Closing Date.

2.2 Procedure for Borrowing. The Borrower shall give the Administrative Agent irrevocable written notice (which notice must be received by the Administrative Agent prior to 12:00 Noon, New York City time, one Business Day prior to the anticipated Closing Date) requesting that the Lenders make the Loans on the Closing Date and specifying the amount to be borrowed. Upon receipt of such notice the Administrative Agent shall promptly notify each Lender thereof. Not later than 11:00 A.M., New York City time, on the Closing Date each Lender shall make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to the Loan to be made by such Lender. The Administrative Agent shall credit the account designated in writing by the Borrower to the Administrative Agent with the aggregate of the amounts made available to the Administrative Agent by the Lenders in immediately available funds.

2.3 Repayment of Loans. (a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of the appropriate Lender (i) the then unpaid principal amount (including, for the avoidance of doubt, all PIK Interest Amounts, if any, that have been added to such principal amount) of each Loan of such Lender made to the Borrower outstanding on the Maturity Date (or on such earlier date on which the Loans become due and payable pursuant to Section 7.1). The Borrower hereby further agrees to pay interest on the unpaid principal amount (including, for the avoidance of doubt, all PIK Interest Amounts, if any, that have been added to such principal amount) of the Loans made to the Borrower from time to time outstanding from the date made until payment in full thereof at the rates per annum, and on the dates, set forth in Section 2.8.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing indebtedness of the Borrower to such Lender resulting from each Loan of such

Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(c) The Administrative Agent, on behalf of the Borrower, shall maintain the Register pursuant to Section 9.6(b)(iv), and a subaccount therein for each Lender, in which shall be recorded (i) the amount of each Loan made hereunder and any Note evidencing such Loan, (ii) the amount of any principal, interest and fees, as applicable, due and payable or to become due and payable from the Borrower to each Lender hereunder, (iii) each payment of a PIK Interest Amount pursuant to Section 2.8, (iv) each interest election made pursuant to Section 2.8 and (v) the amount of any sum received by the Administrative Agent hereunder from the Borrower and each Lender's share thereof.

(d) The entries made in the Register and the accounts of each Lender maintained pursuant to Section 2.3(c) shall, to the extent permitted by applicable law, be presumptively correct absent demonstrable error of the existence and amounts of the obligations of the Borrower therein recorded; provided, however, that the failure of the Administrative Agent or any Lender to maintain the Register or any such account, or any error therein, shall not in any manner affect the obligation of the Borrower to repay (with applicable interest) the Loans made to the Borrower by such Lender in accordance with the terms of this Agreement.

2.4 Administrative Fees.The Borrower agrees to pay to the Administrative Agent the fees in the amounts and on the dates as set forth in any fee agreements with the Administrative Agent.

2.5 Optional Prepayments. (a) The Borrower may at any time and from time to time prepay the Loans, in whole or in part, without premium or penalty except as specifically provided in Sections 2.5(b) and (c), upon irrevocable written notice delivered to the Administrative Agent no later than 12:00 Noon, New York City time, three Business Days prior thereto, which notice shall specify the date and amount of prepayment. Upon receipt of any such notice the Administrative Agent shall promptly notify each Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein (provided that such notice may be conditioned on receiving the proceeds of any refinancing), together with accrued interest to such date on the amount prepaid. Partial prepayments of Loans shall be in an aggregate principal amount of $1,000,000 or a whole multiple of $100,000 in excess thereof, and in each case shall be subject to the provisions of Section 2.9.

(b) (i) Prior to the fourth anniversary of the Closing Date, each prepayment of the Loans made pursuant to Section 2.5(a) shall be made together with a prepayment premium in an amount equal to (A) if such prepayment is made on or after the third anniversary of the Closing Date but prior to the fourth anniversary of the Closing Date, 1.0% of the principal amount prepaid and (B) if such prepayment is made on or after the second anniversary of the Closing Date but prior to the third anniversary of the Closing Date, 2.0%.

(ii) Prior to the second anniversary of the Closing Date, each prepayment of the Loans made pursuant to Section 2.5(a) shall be made together with a prepayment premium in an amount equal to the Applicable Make-Whole Premium. No prepayment premium shall be payable in respect of any prepayment made on or after the fourth anniversary of the Closing Date.

(c) Notwithstanding the foregoing (but subject to the notice requirements set forth in Section 2.5(a)), prior to the second anniversary of the Closing Date, the Borrower may prepay Loans in an aggregate principal amount not to exceed 40% of the stated aggregate principal amount of Loans made on the Closing Date with all or a portion of the Net Cash Proceeds from one or more Holdings IPOs; provided, however, that any such prepayment pursuant to this Section 2.5(c), (i) shall be made together

with a prepayment premium in an amount equal to 5.0% of the principal amount prepaid and (ii) shall occur within 90 days of the closing of the related Holdings IPO.

(d) Notwithstanding anything to the contrary contained in this Section 2.5 or any other provision of this Agreement and without otherwise limiting the rights in respect of prepayments of the Loans of the Borrower and its Subsidiaries, so long as no Default has occurred and is continuing, the Borrower or any Subsidiary of the Borrower may repurchase outstanding Loans pursuant to this Section 2.5(d) on the following basis:

(i) Holdings, the Borrower or any Subsidiary of the Borrower may make one or more offers (each, an "Offer") to repurchase all or any portion of the Loans (such Loans, the "Offer Loans") of Lenders; provided that, (A) Holdings, the Borrower or such Subsidiary delivers a notice of such Offer to the Administrative Agent and all Lenders no later than noon (New York City time) at least five Business Days in advance of a proposed consummation date of such Offer indicating (1) the last date on which such Offer may be accepted, (2) the maximum dollar amount of such Offer, (3) the repurchase price per dollar of principal amount of such Offer Loans at which Holdings, the Borrower or such Subsidiary is willing to repurchase such Offer Loans and (4) the instructions, consistent with this Section 2.5(d) with respect to the Offer, that a Lender must follow in order to have its Offer Loans repurchased; (B) the maximum dollar amount of each Offer shall be no less than $10,000,000; (C) Holdings, the Borrower or such Subsidiary shall hold such Offer open for a minimum period of two Business Days; (D) a Lender who elects to participate in the Offer may choose to sell all or part of such Lender's Offer Loans; and (E) such Offer shall be made to Lenders holding the Offer Loans on a pro rata basis in accordance with the respective principal amount then due and owing to the Lenders; provided, further that, if any Lender elects not to participate in the Offer, either in whole or in part, the amount of such Lender's Offer Loans not being tendered shall be excluded in calculating the pro rata amount applicable to the balance of such Offer Loans;

(ii) With respect to all repurchases made by Holdings, the Borrower or a Subsidiary of the Borrower, such repurchases shall be deemed to be voluntary prepayments pursuant to this Section 2.5 in an amount equal to the aggregate principal amount of such Loans, provided that such repurchases shall not be subject to the provisions of paragraphs (a) and (b) of this Section 2.5 or Section 2.9;

(iii) Following repurchase by Holdings, the Borrower or any Subsidiary of the Borrower, (A) all principal and accrued and unpaid interest on the Loans so repurchased shall be deemed to have been paid for all purposes and no longer outstanding (and may not be resold by Holdings, the Borrower or such Subsidiary), for all purposes of this Agreement and all other Loan Documents and (B) Holdings, the Borrower or any Subsidiary of the Borrower, as the case may be, will promptly advise the Administrative Agent of the total amount of Offer Loans that were repurchased from each Lender who elected to participate in the Offer; and

(iv) Failure by Holdings, the Borrower or a Subsidiary of the Borrower to make any payment to a Lender required by an agreement permitted by this Section 2.5(d) shall not constitute an Event of Default under Section 7.1(a).

2.6 Change of Control Offer. (a) Upon the occurrence of a Change of Control, each Lender shall have the right to require that the Borrower prepay such Lender's Loans at a price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of prepayment (subject to the right of Lenders to receive interest on the relevant Interest Payment Date), in accordance with the terms contemplated in Section 2.6(b). In the event that at the time of such Change of

Control the terms of the Senior Secured Loan Facilities restrict or prohibit the prepayment of Loans pursuant to this Section, then prior to the mailing of the notice to Lenders provided for in Section 2.6(b) below but in any event within 30 days following any Change of Control, the Borrower shall, unless otherwise agreed by the Supermajority Lenders, (i) repay in full all such Senior Secured Loans and terminate the Senior Secured Loan Agreement or (ii) obtain the requisite consent under the Senior Secured Loan Facilities to permit the prepayment of the Loans as provided for in Section 2.6(b).

(b) Within 30 days following any Change of Control, the Borrower shall mail a notice to the Administrative Agent (which shall promptly inform each Lender) (the "Change of Control Offer") stating:

(i) that a Change of Control has occurred and that each Lender has the right to require the Borrower to prepay such Lender's Loans at a prepayment price in cash equal to 101% of the principal amount thereof on the date of prepayment, plus accrued and unpaid interest, if any, to the date of prepayment (subject to the right of Lenders to receive interest on the relevant Interest Payment Date);

(ii) the circumstances and relevant facts regarding such Change of Control (including information with respect to pro forma historical income, cash flow and capitalization, in each case after giving effect to such Change of Control);

(iii) the prepayment date (which shall be no earlier than 10 days nor later than 30 days from the date such notice is mailed); and

(iv) the instructions, as determined by the Borrower, consistent with this Section, that a Lender must follow in order to have its Loans prepaid.

(c) Lenders electing to have a Loan prepaid will be required to execute an appropriate form duly completed, to the Administrative Agent. Lenders will be entitled to withdraw their election if the Administrative Agent receives not later than three Business Days prior to the prepayment date, a facsimile transmission or letter setting forth the name of the Lender, the principal amount of Loans which was requested to be prepaid by the Lender and a statement that such Lender is withdrawing its election to have such Loans prepaid.

(d) On the prepayment date, the Borrower shall prepay the Loans of all Lenders who accept the Change of Control Offer at a prepayment price equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of prepayment.

(e) Notwithstanding the foregoing provisions of this Section, the Borrower shall not be required to make a Change of Control Offer following a Change of Control if (i) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Section applicable to a Change of Control Offer made by the Borrower and prepays all Loans as to which offers for prepayment have been validly accepted and not withdrawn under such Change of Control Offer or (ii) the Borrower optionally prepays the Loans pursuant to Section 2.5 prior to the applicable Change of Control prepayment date.

2.7 Special Mandatory Prepayment. If the aggregate amount which would be includible in gross income for federal income tax purposes with respect to the Loans before the close of any "accrual period" (as defined in Section 1272(a)(5) of the Code and Treasury Regulation Section 1.1272-1(b)(1)(ii)) ending after five years from the Closing Date (the "Aggregate Inclusion") exceeds an amount equal to the sum of (x) the aggregate amount of interest to be paid in cash under the Loans before the close of such

accrual period and (y) the product of the issue price of the Loans (as determined under Section 1273(b) of the Code) multiplied by the yield to maturity of the Loans (as determined for purposes of applying Section 163(i) of the Code) (the sum of (x) and (y), the "Adjusted Actual Payment"), the Borrower shall, before the close of any such accrual period, make a mandatory prepayment in cash (any such prepayment, a "Special Mandatory Prepayment") on the Loans in an amount equal to the amount by which the Aggregate Inclusion as of such time exceeds the Adjusted Actual Payment. Such Special Mandatory Prepayment will be applied against and reduce the principal amount of the Loans outstanding at such time, but will be taken into account as payments of interest for purposes of calculating any subsequent Special Mandatory Prepayments. The Lenders and the Borrower intend that the Special Mandatory Prepayments be sufficient to result in the Loans being treated as not having "significant original issue discount" within the meaning of Section 163(i)(2) of the Code, and this paragraph shall be interpreted in a manner consistent with such intent.

2.8 Interest Rates, Payment Dates; Computation of Interest and Fees. (a) Subject to the paragraph (b) of this Section 2.8, the Loans shall bear interest (computed on the basis of the actual number of days elapsed over a year of 360 days) at a rate per annum equal to 13.00%. Not less than 3 Business Days prior to the commencement of each Interest Period, the Borrower may elect by delivery of a written notice to the Administrative Agent to pay interest in excess of 11.00% per annum (or any portion of such excess interest (other than interest due under Section 2.8(b))) on the Interest Payment Date for such Interest Period through the addition of such amount (the "PIK Interest Amount") to the then-outstanding aggregate principal amount of the Loans. For all purposes under this Agreement, all PIK Interest Amounts shall be treated as principal amounts of the Loans and all references in this Agreement to Loans shall include PIK Interest Amounts. PIK Interest Amounts shall be allocated ratably to the principal amounts of the Loans of each Lender in accordance with the aggregate principal amount of outstanding Loans of such Lender. The Administrative Agent shall promptly deliver to each Lender any notice so received by the Borrower. In the absence of such an election for any such Interest Period, interest on the Loans shall be payable entirely in cash for such Interest Period. With respect to the Interest Period commencing on the Closing Date, the Borrower will be deemed to have elected to pay all interest for such Interest Period in cash.

(b) (i) If all or a portion of the principal amount of, or any interest payable on, any Loan or any other amount shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this Section 2.8 plus 2% (all of which shall be payable in cash), in each case from the date of such non-payment until such amount is paid in full (after as well as before judgment).

(c) Interest shall be payable by the Borrower in arrears on each Interest Payment Date; provided that interest accruing pursuant to paragraph (b) of this Section 2.8 shall be payable from time to time on demand.

2.9 Pro Rata Treatment and Payments. (a) Each payment or prepayment in respect of principal or interest (including any PIK Interest Amount) in respect of the Loans shall be applied to the amounts of such obligations owing to the Lenders, pro rata according to the respective amounts then due and owing to such Lenders, other than payments pursuant to Section 2.5(d) or 2.12.

(b) All payments (including prepayments) to be made by the Borrower hereunder, whether on account of principal, interest, fees or otherwise, shall be made without setoff, deduction or counterclaim and shall be made prior to 2:00 P.M., New York City time, on the due date thereof to the Administrative Agent, for the account of the Lenders, at the Funding Office, in immediately available funds. Any payment received by the Administrative Agent after 2:00 P.M., New York City time may be

considered received on the next Business Day in the Administrative Agent's sole discretion. The Administrative Agent shall distribute such payments to the relevant Lenders promptly upon receipt in like funds as received. If any payment hereunder becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. In the case of any extension of any payment of principal pursuant to the preceding sentence, interest thereon shall be payable at the then applicable rate during such extension.

(c) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a borrowing that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making such amount available to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the Closing Date, such Lender shall pay to the Administrative Agent on demand, such amount with interest thereon, at a rate equal to the greater of (i) the Federal Funds Effective Rate and (ii) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this paragraph shall be presumptively correct in the absence of demonstrable error. If such Lender's share of such borrowing is not made available to the Administrative Agent by such Lender within three Business Days after the Closing Date, the Administrative Agent shall give notice of such fact to the Borrower and the Administrative Agent shall also be entitled to recover such amount with interest thereon at the rate per annum applicable to the Loans, on demand, from the Borrower. Nothing herein shall be deemed to limit the rights of the Administrative Agent or the Borrower against any defaulting Lender.

(d) Unless the Administrative Agent shall have been notified in writing by the Borrower prior to the date of any payment due to be made by the Borrower hereunder that the Borrower will not make such payment to the Administrative Agent, the Administrative Agent may assume that the Borrower is making such payment, and the Administrative Agent may, but shall not be required to, in reliance upon such assumption, make available to the relevant Lenders their respective pro rata shares of a corresponding amount. If such payment is not made to the Administrative Agent by the Borrower within three Business Days after such due date, the Administrative Agent shall be entitled to recover, on demand, from each relevant Lender to which any amount which was made available pursuant to the preceding sentence, such amount with interest thereon at the rate per annum equal to the daily average Federal Funds Effective Rate. Nothing herein shall be deemed to limit the rights of the Administrative Agent or any Lender against the Borrower.

2.10 Taxes. (a) Except as otherwise provided in this Agreement or as required by law, all payments made by the Borrower or any Loan Party under this Agreement and the other Loan Documents to the Administrative Agent or any Lender under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of, any Taxes, excluding (i) net income Taxes, net profits Taxes, and franchise Taxes (and net worth Taxes and capital Taxes imposed in lieu of net income Taxes) imposed on the Administrative Agent or any Lender (A) by the jurisdiction (or any political subdivision thereof) under the laws of which the Administrative Agent or any Lender (or, in the case of a pass-through entity, any of its beneficial owners) is organized or in which its applicable lending office is located or (B) as a result of a present or former connection between the Administrative Agent or such Lender or beneficial owner and the jurisdiction of the Governmental Authority imposing such Tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent or such Lender having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document) and (ii) any branch profits or backup withholding Taxes imposed by the United States or any similar Tax

imposed by any other jurisdiction in which the applicable Borrower or any Loan Party under this Agreement and the other Loan Documents is located or is deemed to be doing business. If any such non-excluded Taxes ("Non-Excluded Taxes") or Other Taxes are required to be withheld from any amounts payable by the Borrower or any Loan Party under this Agreement and the other Loan Documents to the Administrative Agent or any Lender hereunder, the amounts so payable to the Administrative Agent or such Lender shall be increased to the extent necessary to yield to the Administrative Agent or such Lender (after deduction or withholding of all Non-Excluded Taxes and Other Taxes including Non-Excluded Taxes attributable to amounts payable under this Section 2.10(a)) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement; provided, however, that the Borrower or any Loan Party under this Agreement and the other Loan Documents shall not be required to increase any such amounts payable to or in respect of any Lender with respect to any Non-Excluded Taxes (i) that are attributable to such Lender's (or, in the case of a pass-through entity, any of its beneficial owners') failure to comply with the requirements of paragraph (d) or (e), as applicable, of this Section 2.10 or (ii) that are withholding Taxes imposed on amounts payable under this Agreement or the other Loan Documents, unless such Taxes are imposed as a result of a Change in Law occurring after such Lender becomes a party hereto or as a result of any change in facts, occurring after such Lender becomes a party hereto, that is not attributable to the Lender, except (in the case of an assignment) to the extent that such Lender's assignor (if any) was entitled, at the time of such assignment, to receive additional amounts from the Borrower or any Loan Party under this Agreement and the other Loan Documents with respect to such Taxes pursuant to this paragraph.

(b) In addition, the Borrower or any Loan Party under this Agreement and the other Loan Documents shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Whenever any Non-Excluded Taxes or Other Taxes are payable by the Borrower and any Loan Party under this Agreement and the other Loan Documents, as promptly as possible thereafter the Borrower shall send to the Administrative Agent for the account of the Administrative Agent or Lender, as the case may be, a certified copy of an original official receipt received by the Borrower showing payment thereof if such receipt is obtainable, or, if not, such other evidence of payment as may reasonably be required by the Administrative Agent or such Lender. If the Borrower or any Loan Party under this Agreement and the other Loan Documents fails to pay any Non-Excluded Taxes or Other Taxes that the Borrower or any Loan Party under this Agreement and the other Loan Documents is required to pay pursuant to this Section 2.10 (or in respect of which the Borrower or any Loan Party under this Agreement and the other Loan Documents would be required to pay increased amounts pursuant to Section 2.10(a) if such Non-Excluded Taxes or Other Taxes were withheld) when due to the appropriate taxing authority or fails to remit to the Administrative Agent the required receipts or other required documentary evidence, the Borrower or any Loan Party under this Agreement and the other Loan Documents shall indemnify the Administrative Agent and the Lenders for any payments by them of such Non-Excluded Taxes or Other Taxes and for any incremental taxes, interest or penalties that become payable by the Administrative Agent or any Lender as a result of any such failure within thirty days after the Lender or the Administrative Agent delivers to the Borrower (with a copy to the Administrative Agent) either (a) a copy of the receipt issued by a Governmental Authority evidencing payment of such Taxes or (b) certificates as to the amount of such payment or liability prepared in good faith.

(d) Each Lender (and, in the case of a pass-through entity, each of its beneficial owners) that is not a United States person (as such term is defined in Section 7701(a)(30) of the Code) (a "Non-US Lender") shall deliver to the Borrower and the Administrative Agent (or, in the case of a Participant, to the Borrower and to the Lender from which the related participation shall have been purchased) (i) two accurate and complete copies of IRS Form W-8ECI or W-8BEN, or, (ii) in the case of a Non-US Lender claiming exemption from United States federal withholding tax under Section 871(h) or 881(c) of the

Code with respect to payments of "portfolio interest", a statement substantially in the form of Exhibit F and two accurate and complete copies of IRS Form W-8BEN, or any subsequent versions or successors to such forms, in each case properly completed and duly executed by such Non-US Lender claiming complete exemption from, or a reduced rate of, United States federal withholding tax on all payments by the Borrower or any Loan Party under this Agreement and the other Loan Documents. Such forms shall be delivered by each Non-US Lender on or before the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation). In addition, each Non-US Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Non-US Lender. Each Non-US Lender shall (i) promptly notify the Borrower at any time it determines that it is no longer in a position to provide any previously delivered certificate to the Borrower (or any other form of certification adopted by the United States taxing authorities for such purpose) and (ii) take such steps as shall not be disadvantageous to it, in its reasonable judgment, and as may be reasonably necessary (including the re-designation of its lending office pursuant to Section 2.11) to avoid any requirement of applicable laws of any such jurisdiction that the Borrower or any Loan Party make any deduction or withholding for taxes from amounts payable to such Lender. Notwithstanding any other provision of this paragraph, a Non-US Lender shall not be required to deliver any form pursuant to this paragraph that such Non-US Lender is not legally able to deliver.

(e) Each Lender (and, in the case of a Lender that is a non-United States pass-through entity, each of its beneficial owners) that is a United States person (as such term is defined in Section 7701(a)(30) of the Code) (a "US Lender") shall deliver to the Borrower and the Administrative Agent two accurate and complete copies of IRS Form W-9, or any subsequent versions or successors to such form and certify that such lender is not subject to backup withholding. Such forms shall be delivered by each US Lender on or before the date it becomes a party to this Agreement. In addition, each US Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such US Lender. Each US Lender shall promptly notify the Borrower at any time it determines that it is no longer in a position to provide any previously delivered certifications to the Borrower (or any other form of certification adopted by the United States taxing authorities for such purpose).

(f) If the Administrative Agent or any Lender determines, in good faith, that it has received a refund of any Non-Excluded Taxes or Other Taxes as to which it has been indemnified by the Borrower or any Loan Party or with respect to which the Borrower or any Loan Party has paid additional amounts pursuant to this Section 2.10, it shall promptly pay over such refund to the Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower or any Loan Party under this Section 2.10 with respect to the Non-Excluded Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that the Borrower, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority; provided, further, that the Borrower shall not be required to repay to the Administrative Agent or the Lender an amount in excess of the amount paid over by such party to the Borrower pursuant to this Section 2.10. This paragraph shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Borrower or any other Person. In no event will the Administrative Agent or any Lender be required to pay any amount to the Borrower the payment of which would place the Administrative Agent or such Lender in a less favorable net after-tax position than the Administrative Agent or such Lender would have been in if the additional amounts giving rise to such refund of any Non-Excluded Taxes or Other Taxes

had never been paid. The agreements in this Section 2.10 shall survive the termination of this Agreement and the payment of the Obligations.

2.11 Change of Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 2.10(a) with respect to such Lender, it will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event with the object of avoiding the consequences of such event; provided that such designation is made on terms that, in the good faith judgment of such Lender, cause such Lender and its lending office(s) to suffer no material economic, legal or regulatory disadvantage and; provided, further, that nothing in this Section 2.11 shall affect or postpone any of the obligations of the Borrower or the rights of any Lender pursuant to Section 2.10(a).

2.12 Replacement of Lenders. The Borrower shall be permitted to (a) replace with a financial institution or financial institutions, or (b) prepay, subject to any applicable premium required by Section 2.5, the Loans of, any Lender that (i) requests reimbursement for amounts owing or otherwise results in increased costs imposed on the Borrower or on account of which the Borrower is required to pay additional amounts to any Governmental Authority pursuant to Section 2.10; (ii) has refused to consent to any waiver or amendment with respect to any Loan Document that requires such Lender's consent and has been consented to by the Required Lenders; or (iii) becomes the subject of a bankruptcy or insolvency proceeding; provided that, in the case of a replacement pursuant to clause (a) above, (A) such replacement does not conflict with any Requirement of Law, (B) the replacement financial institution or financial institutions shall purchase, (x) until the second anniversary of the Closing Date, at a price equal to 102% of the principal amount of the Loans being purchased, and (y) thereafter, at par plus any premium that would have been required to be paid at the time by the Borrower were the Borrower to make a voluntary prepayment of such Loans pursuant to Section 2.5, all Loans, and, in each case, other amounts owing to such replaced Lender on or prior to the date of replacement; provided, that the Borrower may pay any premium owed under this clause (B) on behalf of such replacement financial institution or financial institutions, (C) the replacement financial institution or financial institutions, (x) if not already a Lender, shall be reasonably satisfactory to the Administrative Agent to the extent that an assignment to such replacement financial institution of the rights and obligations being acquired by it would otherwise require the consent of the Administrative Agent pursuant to Section 9.6(b)(i)(B) and (y) shall pay (unless otherwise paid by the Borrower) any processing and recordation fee required under Section 9.6(b)(ii)(B), (D) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 9.6, (E) if applicable, the replacement financial institution or financial institutions shall consent to such amendment or waiver and (F) any such replacement shall not be deemed to be a waiver of any rights that the Borrower, the Administrative Agent or any other Lender shall have against the replaced Lender. Prepayments pursuant to clause (b) above (i) shall be accompanied by accrued and unpaid interest on the principal amount so prepaid up to the date of such prepayment and (ii) shall not be subject to the provisions of Section 2.9.

SECTION 3. REPRESENTATIONS AND WARRANTIES

To induce the Agent and the Lenders to enter into this Agreement and to make the Loans, Holdings (to the extent applicable) and the Borrower hereby jointly represent and warrant (as to itself and each of its Restricted Subsidiaries) to the Agent and each Lender, which representations and warranties shall be deemed made on the Closing Date (to the extent relating to Holdings or the Initial Borrower, immediately before giving effect to the Merger Transactions and to the extent relating to Holdings, the Surviving Borrower or any Restricted Subsidiary, immediately after giving effect to the Merger Transactions) that:

3.1 Financial Condition. (a) The audited consolidated balance sheet of the Company and its Subsidiaries as at March 31, 2006, March 31, 2007 and March 31, 2008, and the related statements of income and of cash flows for the fiscal years ended on such dates, in each case with consolidating schedules for the U.S. government business of the Company and the other businesses of the Company reported on by and accompanied by an unqualified report from Ernst & Young LLP, present fairly in all material respects the financial condition of the Company and its Subsidiaries as at such date, and the results of, their operations, their cash flows and their changes in stockholders' equity for the respective fiscal years then ended. All such financial statements, including the related schedules and notes thereto and year end adjustments, have been prepared in accordance with GAAP (except as otherwise noted therein).

(b) The pro forma consolidated balance sheet of the Borrower and its Subsidiaries as of June 30, 2008 (i) has been prepared in good faith based on assumptions that are believed by the Borrower to be reasonable at the time made (it being understood that such assumptions are based on good faith estimates with respect to certain items and that the actual amounts of such items on the Closing Date is subject to variation)), (ii) accurately reflects all adjustments necessary to give effect to the Transactions and (iii) presents fairly, in all material respects, the pro forma financial position of the Borrower and its Subsidiaries as of June 30, 2008, as if the Transactions had occurred on such date; provided that such pro forma balance sheet has been prepared without giving effect to all purchase accounting or similar adjustments.

3.2 No Change. As of the Closing Date, there has been no event, circumstance, development, change or effect that has had a Closing Date Material Adverse Effect since the date of the Merger Agreement.

3.3 Existence; Compliance with Law. Except as set forth in Schedule 3.3, each of Holdings, the Borrower and its Restricted Subsidiaries (other than any Immaterial Subsidiaries) (a) (i) is duly organized (or incorporated), validly existing and in good standing (or, only where if applicable, the equivalent status in any foreign jurisdiction) under the laws of the jurisdiction of its organization or incorporation, (ii) has the corporate or organizational power and authority, and the legal right, to own and operate its Property, to lease the Property it operates as lessee and to conduct the business in which it is currently engaged, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect and (iii) is duly qualified as a foreign corporation or limited liability company and in good standing (where such concept is relevant) under the laws of each jurisdiction where its ownership, lease or operation of Property or the conduct of its business requires such qualification except, in each case, to the extent that the failure to be so qualified or in good standing (where such concept is relevant) would not have a Material Adverse Effect and (b) is in compliance with all Requirements of Law except to the extent that any such failure to comply therewith would not have a Material Adverse Effect.

3.4 Corporate Power; Authorization; Enforceable Obligations. (a) Each Loan Party has the corporate power and authority to make, deliver and perform the Loan Documents to which it is a party and, in the case of the Borrower, to borrow hereunder. Each Loan Party has taken all necessary corporate or other action to authorize the execution, delivery and performance of the Loan Documents to which it is a party and, in the case of the Borrower, to authorize the extensions of credit on the terms and conditions of this Agreement.

(b) No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority is required in connection with the extensions of credit hereunder or the execution, delivery, performance, validity or enforceability of this Agreement or any of the other Loan Documents, except consents, authorizations, filings and notices described in Schedule 3.4, which

consents, authorizations, filings and notices have been obtained or made and are in full force and effect or the failure to obtain which would not reasonably be expected to have a Material Adverse Effect.

(c) Each Loan Document has been duly executed and delivered on behalf of each Loan Party that is a party thereto. This Agreement constitutes, and each other Loan Document upon execution will constitute, a legal, valid and binding obligation of each Loan Party that is a party thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law) and the implied covenants of good faith and fair dealing.

3.5 No Legal Bar. The execution, delivery and performance of this Agreement and the other Loan Documents by the Loan Parties thereto, the borrowings hereunder and the use of the proceeds thereof will not (a) violate the organizational or governing documents of the Loan Parties, (b) except as would not reasonably be expected to have a Material Adverse Effect, violate any Requirement of Law binding on the Borrower or any of its Restricted Subsidiaries or any Contractual Obligation of Holdings, the Borrower or any of its Restricted Subsidiaries or (c) except as would not have a Material Adverse Effect, result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation (other than the Liens permitted by Section 6.3).

3.6 No Material Litigation. Except as set forth in Schedule 3.6, no litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of the Borrower, likely to be commenced within a reasonable time period against the Borrower or any of its Restricted Subsidiaries or against any of their Properties which, taken as a whole, would reasonably be expected to have a Material Adverse Effect.

3.7 No Default. No Default or Event of Default has occurred and is continuing (other than, on the Closing Date, as a result of a breach of any representation or warranty other than any Specified Representation).

3.8 Ownership of Property; Liens. Except as set forth in Schedule 3.8A, each of the Borrower and its Restricted Subsidiaries has good title in fee simple to, or a valid leasehold interest in, all its Real Property, and good title to, or a valid leasehold interest in, all its other Property (other than Intellectual Property), in each case, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect, and none of such Property is subject to any Lien except as permitted by the Loan Documents. Schedule 3.8B lists all Real Property which is owned or leased by any Loan Party as of the Closing Date.

3.9 Intellectual Property. Each of the Borrower and its Restricted Subsidiaries owns, or has a valid license to use, all Intellectual Property necessary for the conduct of its business as currently conducted free and clear of all Liens except as permitted by the Senior Secured Loan Documents, other than Intellectual Property owned by a Special Purpose Entity, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect. To the Borrower's knowledge, no holding, injunction, decision or judgment has been rendered by any Governmental Authority against the Borrower or any Restricted Subsidiary and neither the Borrower nor any of its Restricted Subsidiaries has entered into any settlement stipulation or other agreement (except license agreements in the ordinary course of business) which would limit, cancel or question the validity of the Borrower's or any Restricted Subsidiary's rights in, any Intellectual Property in any respect that would reasonably be expected to have a Material Adverse Effect. To Borrower's knowledge, no claim has been asserted or threatened or is pending by any Person challenging or questioning the use by the Borrower or its Restricted Subsidiaries

of any Intellectual Property owned by the Borrower or any of its Restricted Subsidiaries or the validity or effectiveness of any Intellectual Property, except as would not reasonably be expected to have a Material Adverse Effect. To the Borrower's knowledge, the use of Intellectual Property by the Borrower and its Restricted Subsidiaries does not infringe on the rights of any Person in a manner that would reasonably be expected to have a Material Adverse Effect. The Borrower and its Restricted Subsidiaries take all reasonable actions that in the exercise of their reasonable business judgment should be taken to protect their Intellectual Property, including Intellectual Property that is confidential in nature, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

3.10 Taxes. Each of Holdings, the Borrower and its Restricted Subsidiaries (i) has filed or caused to be filed all federal, state, provincial and other tax returns that are required to be filed and (ii) has paid all taxes shown to be due and payable on said returns and all other taxes, fees or other charges imposed on it or any of its Property by any Governmental Authority (other than any the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which any reserves required in conformity with GAAP have been provided on the books of the Borrower or such Restricted Subsidiary, as the case may be), except in each case where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

3.11 Federal Regulations. No part of the proceeds of any Loans, and no other extensions of credit hereunder, will be used for any purpose that violates the provisions of the regulations of the Board. If requested by any Lender (through the Administrative Agent) or the Administrative Agent, the Borrower will furnish to the Administrative Agent and each Lender a statement to the foregoing effect in conformity with the requirements of FR Form G-3 or FR Form U-1 referred to in Regulation U.

3.12 ERISA. (a) Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect: (i) neither a Reportable Event nor a failure to meet the minimum funding standards (within the meaning of Section 412(a) of the Code or Section 302(a)(2) of ERISA) with respect to periods beginning on or after January 1, 2008 or an "accumulated funding deficiency" (within the meaning of Section 412(a) of the Code or Section 302(a)(2) of ERISA) has occurred during the five-year period prior to the date on which this representation is made with respect to any Single Employer Plan, and each Single Employer Plan has complied with the applicable provisions of ERISA and the Code; (ii) no termination of a Single Employer Plan has occurred, and no Lien in favor of the PBGC or a Plan has arisen on the assets of Holdings, the Borrower or any of its Restricted Subsidiaries, during such five-year period; the present value of all accrued benefits under each Single Employer Plan (based on those assumptions used to fund such Plans) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Single Employer Plan allocable to such accrued benefits; (iii) none of Holdings, the Borrower or any of its Restricted Subsidiaries has had a complete or partial withdrawal from any Multiemployer Plan that has resulted or would reasonably be expected to result in a liability under ERISA; (iv) none of Holdings, the Borrower or any of its Restricted Subsidiaries would become subject to any liability under ERISA if the Borrower or such Restricted Subsidiary were to withdraw completely from all Multiemployer Plans as of the valuation date most closely preceding the date on which this representation is made; and (v) no Multiemployer Plan is in Reorganization or Insolvent.

(b) Holdings, the Borrower and its Restricted Subsidiaries have not incurred, and do not reasonably expect to incur, any liability under ERISA or the Code with respect to any plan within the meaning of Section 3(3) of ERISA which is subject to Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA that is maintained by a Commonly Controlled Entity (other than Holdings, the Borrower and its Restricted Subsidiaries) (a "Commonly Controlled Plan") merely by virtue of being treated as a single employer under Title IV of ERISA with the sponsor of such plan that would reasonably

be likely to have a Material Adverse Effect and result in a direct obligation of Holdings, the Borrower or any of its Restricted Subsidiaries to pay money.

3.13 Investment Company Act. No Loan Party is an "investment company", or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

3.14 Subsidiaries. (a) The Subsidiaries listed on Schedule 3.14 constitute all the Subsidiaries of the Borrower at the date of this Agreement (and after giving effect to the Merger Transactions and, to the extent applicable, the Company Reorganization). Schedule 3.14 sets forth as of the Closing Date the name and jurisdiction of incorporation of each Subsidiary and, as to each Subsidiary, the percentage of each class of Capital Stock owned by any Loan Party and the designation of such Subsidiary as a Restricted Subsidiary or an Unrestricted Subsidiary.

(b) As of the Closing Date (and after giving effect to the Merger Transactions and, to the extent applicable, the Company Reorganization), except as set forth on Schedule 3.14 or as otherwise contemplated by the Merger Agreement, there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to officers, employees or directors and directors' qualifying shares) of any nature relating to any Capital Stock of the Borrower or any of its Restricted Subsidiaries.

3.15 Environmental Matters. Other than exceptions to any of the following that would not reasonably be expected to have a Material Adverse Effect, none of the Borrower or any of its Restricted Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law for the operation of the Business; or (ii) has become subject to any Environmental Liability.

3.16 Accuracy of Information, etc. As of the Closing Date, no statement or information (excluding the projections and pro forma financial information referred to below) contained in this Agreement, any other Loan Document or any certificate furnished to the Administrative Agent or the Lenders or any of them, by or on behalf of any Loan Party for use in connection with the transactions contemplated by this Agreement or the other Loan Documents when taken as a whole, contained as of the date such statement, information, or certificate was so furnished, any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not materially misleading. As of the Closing Date, the projections and pro forma financial information contained in the materials referenced above are based upon good faith estimates and assumptions believed by management of the Borrower to be reasonable at the time made, in light of the circumstances under which they were made, it being recognized by the Agents and the Lenders that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount.

3.17 Solvency. As of the Closing Date, the Loan Parties are (on a consolidated basis), and after giving effect to the Transactions will be, Solvent.

SECTION 4. CONDITIONS PRECEDENT

4.1 Conditions to Loans. The agreement of each Lender to make the Loans requested to be made by it is subject to the satisfaction (or waiver), prior to or concurrently with the making of such Loan on the Closing Date, of the following conditions precedent:

(a) Credit Agreement; Senior Secured Loan Facilities. The Administrative Agent shall have received (i) this Agreement, executed and delivered by the Administrative Agent, Holdings, the Borrower, the Lead Arrangers and the Lenders party hereto and (ii) the Guarantee Agreement, executed and delivered by Holdings, the Borrower and each Subsidiary Guarantor. The Administrative Agent shall have received evidence that the Senior Secured Loan Documents have been executed and delivered by all Persons stated to be a party thereto in the form then most recently delivered to the Administrative Agent, and the Senior Secured Loans contemplated to be made thereunder on the Closing Date shall have been made.

(b) Transaction, etc. The following transactions shall be consummated:

(i) Merger. The Merger Transactions shall be consummated substantially concurrently with the initial funding of the Loans on the Closing Date (A) in accordance with the Merger Agreement and the related disclosure schedules and exhibits thereto, without waiver or amendment of any material provision thereof (other than any such waivers or amendments (including, without limitation, with respect to any representations and warranties in the Merger Agreement) as are not materially adverse to the Lenders or the Lead Arrangers (including, without limitation, the definition of "Company Material Adverse Effect" therein and the representation and warranty set forth in Section 4.8(c) thereof)) unless consented to by the Lead Arrangers (which consent shall not be unreasonably withheld or delayed) or (B) on such other terms and conditions as are reasonably satisfactory to the Lead Arrangers.

(ii) Equity Financing. The Permitted Investors shall have made equity contributions to, or purchased for cash equity of, Holdings in an aggregate amount that, together with all roll-over equity, constitutes not less than 40% of the pro forma capitalization of Holdings and its subsidiaries on a consolidated basis (after giving effect to the Transactions but excluding any revolving loans made or letters of credit issued under the Senior Secured Loan Facilities).

(iii) The representation and warranty of the Company contained in Section 4.8(c) of the Merger Agreement shall be true and correct as of the Closing Date as if made on and as of the Closing Date, except where the failure of such representation and warranty to be so true and correct has not had and would not be reasonably likely to have, individually or in the aggregate, a Closing Date Material Adverse Effect.

(c) Solvency Certificate. The Administrative Agent shall have received a solvency certificate signed by the chief financial officer on behalf of Holdings, substantially in the form of Exhibit G.

(d) Closing Certificate. The Administrative Agent shall have received a certificate of each Loan Party, dated as of the Closing Date, substantially in the form of Exhibit C, with appropriate insertions and attachments.

(e) Legal Opinions. The Administrative Agent shall have received an executed legal opinion of (i) Debevoise & Plimpton LLP, special New York counsel to the Loan Parties, substantially in the form of Exhibit E-1 and (ii) Morris, Nichols, Arsht & Tunnell LLP, special Delaware counsel to the Loan Parties, substantially in the form of Exhibit E-2.

(f) Insurance. The Administrative Agent shall have received insurance certificates satisfying the requirements of Section 5.5(c).

(g) USA Patriot Act. The Lenders shall have received from each of the Loan Parties documentation and other information requested by any Lender no less than 10 calendar days prior to the Closing Date that is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the USA Patriot Act.

(h) Specified Representations. The Specified Representations shall be true and correct in all material respects.

SECTION 5. AFFIRMATIVE COVENANTS

The Borrower (on behalf of itself and each of the Restricted Subsidiaries) hereby agrees that, so long as the Commitments remain in effect or any Loan or other amount is owing to any Lender or any Agent hereunder (other than contingent or indemnification obligations not then due), the Borrower shall, and shall cause each of the Restricted Subsidiaries to:

5.1 Financial Statements. Furnish to the Administrative Agent for delivery to each Lender (which may be delivered via posting on IntraLinks or another similar electronic platform):

(a) within 120 days (or 135 days with respect to the fiscal year ending March 31, 2009) after the end of each fiscal year of the Borrower, commencing with the fiscal year ending March 31, 2009, a copy of the audited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, setting forth, commencing with the financial statements with respect to the fiscal year ending March 31, 2010, in comparative form the figures as of the end of and for the previous year, reported on without qualification arising out of the scope of the audit, by Ernst & Young LLP or other independent certified public accountants of nationally recognized standing; and

(b) within 45 days (or 60 days with respect to the fiscal quarters ending prior to March 31, 2009) after the end of each of the first three quarterly periods of each fiscal year of the Borrower, commencing with the fiscal quarter ending September 30, 2008, the unaudited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth, commencing after the first full fiscal year after the Closing Date, in comparative form the figures as of the end of and for the corresponding period in the previous year, certified by a Responsible Officer as being fairly stated in all material respects (subject to normal year-end audit adjustments and the lack of notes);

all such financial statements to be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods (except as disclosed therein and except in the case of the financial statements referred to in clause (b), for customary year-end adjustments and the absence of footnotes). The Borrower may satisfy its obligations under this Section 5.1 with respect to financial information of the Borrower and its consolidated Subsidiaries by delivering information relating to Holdings, the Borrower and its consolidated Subsidiaries.

Documents required to be delivered pursuant to this Section 5.1 may be delivered by posting such documents electronically with notice of such posting to the Administrative Agent and if so posted, shall be deemed to have been delivered on the date on which such documents are posted on the Borrower's behalf on IntraLinks/IntraAgency or another relevant website, if any, to which each Lender

and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent).

5.2 Certificates; Other Information. Furnish to the Administrative Agent for delivery to each Lender, or, in the case of clause (g), to the relevant Lender:

(a) to the extent permitted by the internal policies of such independent certified public accountants, concurrently with the delivery of the financial statements referred to in Section 5.1(a), a certificate of the independent certified public accountants in customary form reporting on such financial statements stating that in making the examination necessary therefor no knowledge was obtained of any Default or Event of Default arising under Section 7.1, except as specified in such certificate;

(b) concurrently with the delivery of any financial statements pursuant to Section 5.1, (i) a Compliance Certificate of a Responsible Officer on behalf of the Borrower stating that such Responsible Officer has obtained no knowledge of any Default or Event of Default that has occurred and is continuing except as specified in such certificate and (ii) to the extent not previously disclosed to the Administrative Agent, (x) a description of any Default or Event of Default that occurred and (y) a description of any new Subsidiary since the date of the most recent list delivered pursuant to this clause (or, in the case of the first such list so delivered, since the Closing Date);

(c) not later than 120 days (or 135 days with respect to the fiscal year ending March 31, 2009) after the end of each fiscal year of the Borrower, a detailed consolidated budget for the following fiscal year (including a projected consolidated balance sheet of the Borrower and its Subsidiaries as of the end of the following fiscal year and the related consolidated statements of projected cash flow and projected income (collectively, the "Annual Operating Budget")); provided that at any time the Borrower, Holdings or any Parent Company is subject to the reporting requirements set forth in Section 13(a) or 15(d) of the Securities Exchange Act of 1934, the Administrative Agent shall deliver the Annual Operating Budget only to "private-side" Lenders (i.e., Lenders that wish to receive material non-public information with respect to any Loan Party or its securities for purposes of United States federal or state securities laws).

(d) promptly after the same are sent, copies of all financial statements and material reports that the Borrower sends to the holders of any class of its debt securities or public equity securities (except for Permitted Investors) and, promptly after the same are filed, copies of all financial statements and reports that the Borrower may make to, or file with, the SEC, in each case to the extent not already provided pursuant to Section 5.1 or any other clause of this Section 5.2;

(e) promptly upon delivery thereof to the Borrower and to the extent permitted, copies of any accountants' letters addressed to its Board of Directors (or any committee thereof);

(f) promptly upon delivery thereof under the relevant agreement, notice of any default or event of default under the Senior Secured Loan Facilities, and, prior to the effectiveness thereof, copies of substantially final drafts of any proposed material amendment, supplement, waiver or other modification with respect to the Senior Secured Loan Facilities; and

(g) promptly, such additional financial and other information as the Administrative Agent (for its own account or upon the request from any Lender) may from time to time reasonably request.

Notwithstanding anything to the contrary in this Section 5.2, none of Holdings, the Borrower or any of the Restricted Subsidiaries will be required to disclose any document, information or other matter that (i) constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law or any binding agreement, (iii) is subject to attorney-client or similar privilege or constitutes attorney work product or (iv) constitutes classified information.

Documents required to be delivered pursuant to this Section 5.2 may be delivered by posting such documents electronically with notice of such posting to the Administrative Agent and each Lender and if so posted, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or to provide a link thereto on the Borrower's website or (ii) on which such documents are posted on the Borrower's behalf on IntraLinks/IntraAgency or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent).

5.3 Payment of Taxes. Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all its material Taxes, governmental assessments and governmental charges (other than Indebtedness), except (a) where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves required in conformity with GAAP with respect thereto have been provided on the books of the Borrower or its Restricted Subsidiaries, as the case may be, or (b) to the extent that failure to pay or satisfy such obligations would not reasonably be expected to have a Material Adverse Effect.

5.4 Conduct of Business and Maintenance of Existence, etc.; Compliance. (a) Preserve, renew and keep in full force and effect its corporate or other existence and take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business, except, in each case, as otherwise permitted by Section 6.4 or except to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect; and (b) comply with all Requirements of Law except to the extent that failure to comply therewith would not reasonably be expected to have a Material Adverse Effect.

5.5 Maintenance of Property; Insurance. (a) Keep all Property useful and necessary in its business in reasonably good working order and condition, ordinary wear and tear excepted, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

(b) Take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office or the United States Copyright Office, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material United States Intellectual Property owned by the Borrower or its Restricted Subsidiaries, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

(c) Maintain insurance with financially sound and reputable insurance companies on all its material Property in at least such amounts and against at least such risks as are usually insured against in the same general area by companies engaged in the same or a similar business.

5.6 Inspection of Property; Books and Records; Discussions. (a) Keep proper books of records and account in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all material financial dealings and transactions in relation to its business and activities, (b) permit representatives of any Lender to visit and inspect any of its properties and examine

and make abstracts from any of its books and records upon reasonable notice and at such reasonable times during normal business hours (provided that (i) such visits shall be coordinated by the Administrative Agent, (ii) such visits shall be limited to no more than one such visit per calendar year, and (iii) such visits by any Lender shall be at the Lender's expense, except in the case of clauses (ii) and (iii) during the continuance of an Event of Default), (c) permit representatives of any Lender to have reasonable discussions regarding the business, operations, properties and financial and other condition of the Borrower and its Restricted Subsidiaries with officers and employees of the Borrower and its Restricted Subsidiaries (provided that (i) a Responsible Officer of the Borrower shall be afforded the opportunity to be present during such discussions, (ii) such discussions shall be coordinated by the Administrative Agent, and (iii) such discussions shall be limited to no more than once per calendar quarter except during the continuance of an Event of Default) and (d) permit representatives of the Administrative Agent to have reasonable discussions regarding the business, operations, properties and financial and other condition of the Borrower and its Restricted Subsidiaries with its independent certified public accountants to the extent permitted by the internal policies of such independent certified public accountants (provided that (i) a Responsible Officer of the Borrower shall be afforded the opportunity to be present during such discussions and (ii) such discussions shall be limited to no more than once per calendar year except during the continuance of an Event of Default). Notwithstanding anything to the contrary in this Section 5.6, none of Holdings, the Borrower or any of the Restricted Subsidiaries will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter that (i) constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law or any binding agreement, (iii) is subject to attorney-client or similar privilege or constitutes attorney work product or (iv) constitutes classified information.

5.7 Notices. Promptly upon a Responsible Officer of the Borrower or any Subsidiary Guarantor obtaining knowledge thereof, give notice to the Administrative Agent of:

(a) the occurrence of any Default or Event of Default;

(b) any litigation, investigation or proceeding which may exist at any time between the Borrower or any of its Restricted Subsidiaries and any other Person, that in either case, would reasonably be expected to have a Material Adverse Effect;

(c) the following events, that would reasonably be expected to have a Material Adverse Effect, as soon as possible and in any event within 30 days after the Borrower or any Subsidiary Guarantor knows thereof: (i) the occurrence of any Reportable Event with respect to any Single Employer Plan, a failure to make any required contribution to a Plan, the creation of any Lien in favor of the PBGC or a Plan on the assets of Holdings, the Borrower or any of its Restricted Subsidiaries or any withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan, (ii) the institution of proceedings or the taking of any other action by the PBGC or Holdings or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan or (iii) the occurrence of any similar events with respect to a Commonly Controlled Plan, that would reasonably be likely to result in a direct obligation of the Borrower or any of its Restricted Subsidiaries to pay money; and

(d) any development or event that has had or would reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section 5.7 shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action the Borrower or the relevant Restricted Subsidiary proposes to take with respect thereto.

5.8 Further Assurances. (a) Except as otherwise contemplated by Section 6.7(p), with respect to any new Subsidiary that is a Non-Excluded Subsidiary created or acquired after the Closing Date (which, for the purposes of this paragraph, shall include any Subsidiary that was previously an Excluded Subsidiary that becomes a Non-Excluded Subsidiary) by any Loan Party, promptly (i) give notice of such acquisition or creation to the Administrative Agent and cause such new Subsidiary to become a party to the Guarantee Agreement. Without limiting the foregoing, if (i) the aggregate Consolidated Total Assets or annual consolidated revenues of all Subsidiaries designated as "Immaterial Subsidiaries" hereunder shall at any time exceed 7.5% of Consolidated Total Assets or annual consolidated revenues, respectively, of the Borrower and its Restricted Subsidiaries (as reflected on the most recent financial statements delivered pursuant to Section 5.1 prior to such time) or (ii) if any Subsidiary shall at any time cease to constitute an Immaterial Subsidiary under clause (i) of the definition of "Immaterial Subsidiary" (as reflected on the most recent financial statements delivered pursuant to Section 5.1 prior to such time), the Borrower shall promptly, (x) in the case of clause (i) above, rescind the designation as "Immaterial Subsidiaries" of one or more of such Subsidiaries so that, after giving effect thereto, the aggregate Consolidated Total Assets or annual consolidated revenues, as applicable, of all Subsidiaries so designated (and which designations have not been rescinded) shall not exceed 7.5% of Consolidated Total Assets or annual consolidated revenues, respectively, of the Borrower and its Restricted Subsidiaries (as reflected on the most recent financial statements delivered pursuant to Section 5.1 prior to such time), as applicable, and (y) in the case of clauses (i) and (ii) above, to the extent not already effected, (A) cause each affected Subsidiary to take such actions to become a "Subsidiary Guarantor" hereunder and under the Guarantee Agreement and execute and deliver the documents and other instruments referred to in this paragraph (a) to the extent such affected Subsidiary is not otherwise an Excluded Subsidiary.

(b) Notwithstanding the foregoing, to the extent any new Restricted Subsidiary is created solely for the purpose of consummating a merger transaction pursuant to an acquisition permitted by Section 6.7, and such new Subsidiary at no time holds any assets or liabilities other than any merger consideration contributed to it contemporaneously with the closing of such merger transaction, such new Subsidiary shall not be required to take the actions set forth in Section 5.8(a) until the respective acquisition is consummated (at which time the surviving entity of the respective merger transaction shall be required to so comply within ten Business Days).

(c) From time to time the Loan Parties shall execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take all such actions, as the Administrative Agent may reasonably request for the purposes implementing or effectuating the provisions of this Agreement and the other Loan Documents.

5.9 Use of Proceeds. The proceeds of the Loans shall be used solely to effect the Merger Transactions, the Refinancing and to pay related fees and expenses.

5.10 Post-Closing Undertakings. Within the time period specified on Schedule 5.10 (or such later date to which the Administrative Agent consents), comply with the provisions set forth in Schedule 5.10.

SECTION 6. NEGATIVE COVENANTS

The Borrower (on behalf of itself and each of the Restricted Subsidiaries) hereby agrees that, so long as the Commitments remain in effect or any Loan or other amount is owing to any Lender or the Administrative Agent (other than contingent or indemnification obligations not then due), the Borrower shall not, and shall not permit any of the Restricted Subsidiaries to:

6.1 Consolidated Total Leverage Ratio. (a) Commencing with the Test Period ending December 31, 2008, permit the Consolidated Total Leverage Ratio as at the last day of any Test Period ending in any period set forth below to be less than the ratio set forth below for such period:

Period	Consolidated Total Leverage Ratio
December 31, 2008	7.50:1.00
March 31, 2009	7.50:1.00
June 30, 2009	7.20:1.00
September 30, 2009	6.90:1.00
December 31, 2009	6.60:1.00
March 31, 2010	6.30:1.00
June 30, 2010	6.00:1.00
September 30, 2010	5.70:1.00
December 31, 2010	5.70:1.00
March 31, 2011	5.40:1.00
June 30, 2011	5.10:1.00
September 30, 2011	4.80:1.00
December 31, 2011	4.50:1.00
March 31, 2012	4.20:1.00
and thereafter	

6.2 Indebtedness. Create, issue, incur, assume, or permit to exist any Indebtedness, except:

(a) Indebtedness of the Borrower and any Restricted Subsidiary pursuant to any Loan Document or Hedge Agreement;

(b) Indebtedness (i) of the Borrower to any of its Restricted Subsidiaries or Holdings or of any Subsidiary Guarantor to Holdings, the Borrower or any Restricted Subsidiary, provided that any such Indebtedness owing to a Restricted Subsidiary that is not a Subsidiary Guarantor is expressly subordinated in right of payment to the Obligations pursuant to the Guarantee Agreement or otherwise and (ii) of any Non-Guarantor Subsidiary to any other Non-Guarantor Subsidiary;

(c) Indebtedness (including, without limitation, Capital Lease Obligations) secured by Liens permitted by Section 6.3(g) in an aggregate principal amount, when combined with the aggregate principal amount of Indebtedness outstanding under clauses (t) and (u) of this Section 6.2, not to exceed $90,000,000 at any one time outstanding;

(d) (i) Indebtedness outstanding on the date hereof and listed on Schedule 6.2(d) and any Permitted Refinancing thereof and (ii) Indebtedness otherwise permitted under Section 6.10;

(e) Guarantee Obligations (i) by the Borrower or any of its Restricted Subsidiaries of obligations of the Borrower or any Subsidiary Guarantor not prohibited by this Agreement to be incurred and (ii) by any Non-Guarantor Subsidiary of obligations of any other Non-Guarantor Subsidiary;

(f) Indebtedness of the Borrower or any of its Restricted Subsidiaries arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn by the Borrower or such Restricted Subsidiary in the ordinary course of business against insufficient funds, so long as such Indebtedness is promptly repaid;

(g) (A) Indebtedness of any joint venture or Non-Guarantor Subsidiary owing to any Loan Party and (B) Guarantee Obligations of the Borrower or any Subsidiary Guarantor of Indebtedness of any joint venture or Non-Guarantor Subsidiary, to the extent such Indebtedness and Guarantee Obligations are permitted as Investments by Section 6.7(h), (k), (m) or (v);

(h) Indebtedness in the form of earn-outs, indemnification, incentive, non-compete, consulting or other similar arrangements and other contingent obligations in respect of acquisitions or Investments permitted by Section 6.7 (both before or after any liability associated therewith becomes fixed);

(i) (i) Indebtedness of the Borrower in respect of the Senior Secured Loan Agreement in an aggregate principal amount not to exceed $910,000,000 less the principal amount thereof mandatorily prepaid thereunder as a result of any "Asset Sales" or "Recovery Events" under and as defined in the Senior Secured Loan Agreement, plus any accrued interest, fees, discounts, premiums and expenses, in each case, in respect thereof, (ii) Guarantee Obligations of any Subsidiary Guarantor in respect of such Indebtedness, interest, fees, discounts, premiums and expenses; provided that, in each case, in the case of any guarantee of Indebtedness in respect of the Senior Secured Loan Agreement by any Restricted Subsidiary that is not a Subsidiary Guarantor, such Restricted Subsidiary becomes a Subsidiary Guarantor under this Agreement at or prior to the time of such guarantee, and (iii) any Permitted Refinancing thereof;

(j) additional Indebtedness of the Borrower or any of its Restricted Subsidiaries in an aggregate principal amount (for the Borrower and all Restricted Subsidiaries), not to exceed $90,000,000 at any time outstanding;

(k) Indebtedness of Non-Guarantor Subsidiaries in respect of local lines of credit, letters of credit, bank guarantees, factoring arrangements, sale/leaseback transactions and similar extensions of credit in the ordinary course of business, in an aggregate principal amount, when combined with the aggregate principal amount of Indebtedness outstanding under clause (s)(iii) of this Section 6.2, not to exceed $42,000,000 at any one time outstanding;

(l) Indebtedness of the Borrower or any of its Restricted Subsidiaries in respect of workers' compensation claims, bank guarantees, warehouse receipts or similar facilities, property casualty or liability insurance, take-or-pay obligations in supply arrangements, self-insurance obligations, performance, bid, customs, government, appeal and surety bonds, completion guaranties and other obligations of a similar nature, in each case in the ordinary course of business;

(m) Indebtedness incurred by the Borrower or any of its Restricted Subsidiaries arising from agreements providing for indemnification related to sales of goods or adjustment of

purchase price or similar obligations in any case incurred in connection with the acquisition or Disposition of any business, assets or Subsidiary;

(n) Indebtedness supported by a Letter of Credit issued under, and as defined in, the Senior Secured Loan Agreement, in a principal amount not in excess of the stated amount of such Letter of Credit;

(o) Indebtedness issued in lieu of cash payments of Restricted Payments permitted by Section 6.6; provided that such Indebtedness is subordinated to the Obligations on terms reasonably satisfactory to the Administrative Agent;

(p) Permitted Subordinated Indebtedness in an aggregate principal amount not to exceed $60,000,000 at any one time outstanding and any guarantees incurred in respect thereof;

(q) Indebtedness of the Borrower or any Subsidiary Guarantor as an account party in respect of trade letters of credit issued in the ordinary course of business;

(r) Indebtedness owing to any insurance company in connection with the financing of any insurance premiums permitted by such insurance company in the ordinary course of business;

(s) (i) Guarantee Obligations made in the ordinary course of business; provided that such Guarantees are not of Indebtedness for Borrowed Money, (ii) Guarantee Obligations in respect of lease obligations of Booz & Company Inc. and its Affiliates and (iii) Guarantee Obligations in respect of Indebtedness of joint ventures; provided that the aggregate principal amount of any such Guarantee Obligations under this sub-clause (iii), when combined with the aggregate principal amount of Indebtedness outstanding under clause (k) of this Section 6.2, shall not exceed $42,000,000 at any time outstanding;

(t) Indebtedness of any Person that becomes a Restricted Subsidiary or is merged into the Borrower or a Restricted Subsidiary after the Closing Date as part of an acquisition, merger or consolidation or amalgamation or other Investment not prohibited hereunder (a "New Subsidiary"), which Indebtedness exists at the time of such acquisition, merger or consolidation or amalgamation or other Investment, and any Permitted Refinancing thereof; provided that (A) such Indebtedness exists at the time such Person becomes a Restricted Subsidiary or is merged into the Borrower or a Restricted Subsidiary and is not created in contemplation of or in connection with such Person becoming a Restricted Subsidiary or with such merger (except to the extent such Indebtedness refinanced other Indebtedness to facilitate such Person becoming a Restricted Subsidiary), (B) the aggregate principal amount of Indebtedness permitted by this clause (t) and Sections 6.2(c) and 6.2(u) shall not at any one time outstanding exceed $90,000,000 and (C) neither the Borrower nor any Restricted Subsidiary (other than the applicable New Subsidiary) shall provide security therefor;

(u) Indebtedness incurred to finance any acquisition or other Investment permitted under Section 6.7 in an aggregate amount for all such Indebtedness together with the aggregate principal amount of Indebtedness permitted by Sections 6.2(c) and 6.2(t) not to exceed $90,000,000 at any one time outstanding;

(v) other unsecured Indebtedness so long as, at the time of incurrence thereof, (i) after giving effect to the incurrence of such unsecured Indebtedness (as if such unsecured Indebtedness had been incurred on the first day of the most recently completed period of four consecutive fiscal quarters of the Borrower ending on or prior to such date), the Consolidated Total Leverage Ratio

would be less than or equal to (x) from the Closing Date until the second anniversary of the Closing Date, 5.25 to 1.00, (y) after the second anniversary of the Closing Date until the third anniversary of the Closing Date, 5.00 to 1.00, and (z) after the third anniversary of the Closing Date, 4.75 to 1.00; (ii) no Default or Event of Default shall have occurred and be continuing at the time of incurrence of such unsecured Indebtedness or would result therefrom; and (iii) the terms of such unsecured Indebtedness do not provide for any scheduled repayment, mandatory redemption or sinking fund obligation prior to the date at least 180 days following the Maturity Date;

(w) (i) Indebtedness representing deferred compensation or stock-based compensation to employees of the Borrower or any Restricted Subsidiary incurred in the ordinary course of business and (ii) Indebtedness consisting of obligations of the Borrower or any Restricted Subsidiary under deferred compensation or other similar arrangements incurred in connection with the Merger Transactions and any Investment permitted hereunder;

(x) Indebtedness issued by the Borrower or any Restricted Subsidiary to the officers, directors and employees of Holdings, any Parent Company, the Borrower or any Restricted Subsidiary, in lieu of or combined with cash payments to finance the purchase of Capital Stock of Holdings, any Parent Company or the Borrower, in each case, to the extent such purchase is permitted by Section 6.6(e);

(y) Indebtedness in respect of overdraft facilities, employee credit card programs, netting services, automatic clearinghouse arrangements and other cash management and similar arrangements in the ordinary course of business and any "Cash Management Obligations" as defined in the Senior Secured Loan Agreement (as in effect on the Closing Date);

(z) (i) Indebtedness of the Borrower or any of its Restricted Subsidiaries undertaken in connection with cash management and related activities with respect to any Subsidiary or joint venture in the ordinary course of business and (ii) Indebtedness of the Borrower or any Restricted Subsidiary to any joint venture (regardless of the form of legal entity) that is not a Subsidiary arising in the ordinary course of business in connection with the cash management operations (including in respect of intercompany self-insurance arrangements) of the Borrower and its Restricted Subsidiaries;

(aa) other Indebtedness so long as, at the time of and after giving effect thereto, (i) the Consolidated Secured Leverage Ratio would be less than or equal to (x) from the Closing Date until the last day of the eighteenth month after the Closing Date, 2.50 to 1.00 and (y) after the last day of the eighteenth month after the Closing Date, 2.25 to 1.00 (provided that any unsecured Indebtedness incurred under this clause (aa) shall be deemed to be secured Indebtedness for purposes of calculating the Consolidated Secured Leverage Ratio under this clause (aa) for so long as such Indebtedness is maintained under this clause (aa)) and (ii) no Default or Event of Default shall have occurred and be continuing; and

(bb) all premium (if any), interest (including post-petition interest), fees, expenses, charges, accretion or amortization of original issue discount, accretion of interest paid in kind and additional or contingent interest on obligations described in clauses (a) through (aa) above.

For purposes of determining compliance with this Section 6.2, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Indebtedness described in clauses (c), (j), (k), (p), (s)(iii), (t), (u), (v) or (aa) above, the Borrower shall, in its sole discretion, classify and reclassify or later divide, classify or reclassify such item of Indebtedness (or any

portion thereof) and may include the amount and type of such Indebtedness in one or more of the above clauses; provided, that, for the avoidance of doubt, Indebtedness reclassified under Section 6.2(v) must be unsecured.

6.3 Liens. Create, incur, assume or suffer to exist any Lien upon any of its Property, whether now owned or hereafter acquired, except for:

(a) Liens for taxes not yet due or which are being contested in good faith by appropriate proceedings; provided that adequate reserves with respect thereto are maintained on the books of the Borrower or its Restricted Subsidiaries, as the case may be, to the extent required by GAAP;

(b) landlords', carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 60 days or that are being contested in good faith by appropriate proceedings;

(c) pledges, deposits or statutory trusts in connection with workers' compensation, unemployment insurance and other social security legislation;

(d) deposits and other Liens to secure the performance of bids, government, trade and other similar contracts (other than for borrowed money), leases, subleases, statutory obligations, surety, judgment and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) encumbrances shown as exceptions in the title insurance policies insuring the Mortgages, easements, zoning restrictions, rights-of-way, restrictions and other similar encumbrances incurred in the ordinary course of business that, in the aggregate, do not materially detract from the value of the Property subject thereto or materially interfere with the ordinary conduct of the business of the Borrower or any of its Restricted Subsidiaries;

(f) Liens (i) in existence on the date hereof listed on Schedule 6.3(f) (or to the extent not listed on such Schedule 6.3(f), where the fair market value of the Property to which such Lien is attached is less than $5,000,000), (ii) securing Indebtedness permitted by Section 6.2(d) and (iii) created after the date hereof in connection with any refinancing, refundings, or renewals or extensions thereof permitted by Section 6.2(d); provided that no such Lien is spread to cover any additional Property of the Borrower or any Restricted Subsidiary after the Closing Date and that the amount of Indebtedness secured thereby is not increased;

(g) (i) Liens securing Indebtedness of the Borrower or any Restricted Subsidiary incurred pursuant to Sections 6.2(c), 6.2(g), 6.2(j), 6.2(k), 6.2(r), 6.2(s), 6.2(t), 6.2(u) and 6.2(w); provided that (A) in the case of any such Liens securing Indebtedness incurred pursuant to Section 6.2(u) to the extent incurred to finance Acquisitions or Investments permitted under Section 6.7, (x) such Liens shall be created substantially concurrently with, or within 90 days after, the acquisition of the assets financed by such Indebtedness and (y) such Liens do not at any time encumber any Property of the Borrower or any Restricted Subsidiary other than the Property financed by such Indebtedness and the proceeds thereof, (B) in the case of any such Liens securing Indebtedness pursuant to Sections 6.2(g) or 6.2(k), such Liens do not at any time encumber any Property of the Borrower or any Subsidiary Guarantor, (C) in the case of any such Liens securing Indebtedness incurred pursuant to Section 6.2(s), such Liens do not encumber any Property other than cash paid to any such insurance company in respect of such insurance and (D) in the case of any such Liens securing Indebtedness pursuant to Section 6.2(u), such Liens exist at the time that the relevant Person becomes a Restricted Subsidiary and are not created in

contemplation of or in connection with such Person becoming a Restricted Subsidiary and (ii) any extension, refinancing, renewal or replacement of the Liens described in clause (i) of this Section 6.2(g) in whole or in part; provided that such extension, renewal or replacement shall be limited to all or a part of the property which secured the Lien so extended, renewed or replaced (plus improvements on such property, if any);

(h) Liens securing Indebtedness incurred under Section 6.2(i) or (aa);

(i) Liens arising from judgments in circumstances not constituting an Event of Default under Section 7.1(h);

(j) Liens on Property or assets acquired pursuant to an acquisition permitted under Section 6.7 (and the proceeds thereof) or assets of a Restricted Subsidiary in existence at the time such Restricted Subsidiary is acquired pursuant to an acquisition permitted under Section 6.7 and not created in contemplation thereof and Liens created after the Closing Date in connection with any refinancing, refundings, or renewals or extensions of the obligations secured thereby permitted hereunder, provided that no such Lien is spread to cover any additional Property after the Closing Date and that the amount of Indebtedness secured thereby is not increased;

(k) (i) Liens on Property of Non-Guarantor Subsidiaries securing Indebtedness or other obligations not prohibited by this Agreement to be incurred by such Non-Guarantor Subsidiaries and (ii) Liens securing Indebtedness or other obligations of the Borrower or any Subsidiary in favor of any Loan Party;

(l) receipt of progress payments and advances from customers in the ordinary course of business to the extent same creates a Lien on the related inventory and proceeds thereof;

(m) Liens in favor of customs and revenue authorities arising as a matter of law to secure the payment of customs duties in connection with the importation of goods;

(n) Liens arising out of consignment or similar arrangements for the sale by the Borrower and its Restricted Subsidiaries of goods through third parties in the ordinary course of business;

(o) Liens solely on any cash earnest money deposits made by the Borrower or any of its Restricted Subsidiaries in connection with an Investment permitted by Section 6.7;

(p) Liens deemed to exist in connection with Investments permitted by Section 6.7(b) that constitute repurchase obligations;

(q) Liens upon specific items of inventory or other goods and proceeds of the Borrower or any of its Restricted Subsidiaries arising in the ordinary course of business securing such Person’s obligations in respect of bankers’ acceptances and letters of credit issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(r) Liens on cash deposits securing any Hedge Agreement permitted hereunder;

(s) any interest or title of a lessor under any leases or subleases entered into by the Borrower or any Restricted Subsidiary in the ordinary course of business and any financing statement filed in connection with any such lease;

(t) Liens on cash or cash equivalents used to defease or to satisfy and discharge Indebtedness, provided that such defeasance or satisfaction and discharge is not prohibited hereunder;

(u) (i) Liens that are contractual rights of set-off (A) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (B) relating to pooled deposit or sweep accounts of the Borrower or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower and the Subsidiaries, (C) relating to purchase orders and other agreements entered into with customers of the Borrower or any Restricted Subsidiary in the ordinary course of business, (ii) other Liens securing cash management obligations (that do not constitute Indebtedness) in the ordinary course of business or (iii) Liens securing the Obligations;

(v) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights;

(w) Liens on Capital Stock in joint ventures securing obligations of such joint venture;

(x) Liens on securities that are the subject of repurchase agreements constituting Cash Equivalents or Permitted Liquid Investments;

(y) Liens securing obligations in respect of trade-related letters of credit permitted under Section 6.2 and covering the goods (or the documents of title in respect of such goods) financed by such letters of credit and the proceeds and products thereof; and

(z) other Liens with respect to obligations that do not exceed $42,000,000 at any one time outstanding.

6.4 Fundamental Changes. Consummate any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of all or substantially all of its Property or business, except that:

(a) (i) any Restricted Subsidiary may be merged, amalgamated or consolidated with or into the Borrower (provided that the Borrower shall be the continuing or surviving corporation) or (ii) any Restricted Subsidiary may be merged, amalgamated or consolidated with or into any Subsidiary Guarantor (provided that (x) a Subsidiary Guarantor shall be the continuing or surviving corporation or (y) simultaneously with such transaction, the continuing or surviving corporation shall become a Subsidiary Guarantor and the Borrower shall comply with Section 5.8 in connection therewith);

(b) any Non-Guarantor Subsidiary may be merged or consolidated with or into, or be liquidated into, any other Non-Guarantor Subsidiary that is a Restricted Subsidiary;

(c) any Restricted Subsidiary may Dispose of all or substantially all of its assets upon voluntary liquidation or otherwise to the Borrower or any Subsidiary Guarantor;

(d) any Non-Guarantor Subsidiary may Dispose of all or substantially all of its assets (upon voluntary liquidation, dissolution, winding-up or otherwise) to any other Non-Guarantor Subsidiary that is a Restricted Subsidiary;

(e) Dispositions permitted by Section 6.5 and any merger, dissolution, liquidation, consolidation, investment or Disposition, the purpose of which is to effect a Disposition permitted by Section 6.5 may be consummated;

(f) any Investment expressly permitted by Section 6.7 may be structured as a merger, consolidation or amalgamation;

(g) the transactions contemplated under the Transaction Documents;

(h) any Restricted Subsidiary may liquidate or dissolve if (i) the Borrower determines in good faith that such liquidation or dissolution is in the best interest of the Borrower and is not materially disadvantageous to the Lenders and (ii) to the extent such Restricted Subsidiary is a Loan Party, any assets or business of such Restricted Subsidiary not otherwise disposed of or transferred in accordance with Section 6.4 or 6.5 or, in the case of any such business, discontinued, shall be transferred to, or otherwise owned or conducted by, a Loan Party after giving effect to such liquidation or dissolution; and

(i) any such transaction may be effected to the extent such transaction constitutes a Change of Control and the Borrower complies with the requirements set forth in Section 2.6 within the period of time set forth therein.

6.5 Dispositions of Property. Dispose of any of its owned Property (including, without limitation, receivables) whether now owned or hereafter acquired, or, in the case of any Restricted Subsidiary, issue or sell any shares of such Restricted Subsidiary's Capital Stock to any Person, except:

(a) (i) the Disposition of surplus, obsolete or worn out Property in the ordinary course of business, (ii) the sale of defaulted receivables in the ordinary course of business, (iii) abandonment, cancellation or disposition of any Intellectual Property in the ordinary course of business and (iv) sales, leases or other dispositions of inventory determined by the management of the Borrower to be no longer useful or necessary in the operation of the Business;

(b) (i) the sale of inventory or other property in the ordinary course of business, (ii) the cross-licensing or licensing of Intellectual Property, in the ordinary course of business and (iii) the contemporaneous exchange, in the ordinary course of business, of Property for Property of a like kind, to the extent that the Property received in such exchange is of a value equivalent to the value of the Property exchanged;

(c) Dispositions permitted by Section 6.4;

(d) the sale or issuance of (i) any Subsidiary's Capital Stock to the Borrower or any Subsidiary Guarantor; provided that the sale or issuance of Capital Stock of an Unrestricted Subsidiary to the Borrower or any Restricted Subsidiary is otherwise permitted by Section 6.7, (ii) the Capital Stock of any Non-Guarantor Subsidiary that is a Restricted Subsidiary to any other Non-Guarantor Subsidiary that is a Restricted Subsidiary and (iii) the Capital Stock of any Subsidiary that is an Unrestricted Subsidiary to any other Subsidiary that is an Unrestricted Subsidiary, in each case, including, without limitation, in connection with any tax restructuring activities not otherwise prohibited hereunder;

(e) the Disposition of other assets for fair market value not to exceed $240,000,000 in the aggregate; provided that at least 75% of the total consideration for any such Disposition received

by the Borrower and its Restricted Subsidiaries is in the form of cash, Cash Equivalents or Permitted Liquid Investments;

(f) (i) any Recovery Event and (ii) any event that would constitute a Recovery Event but for the Dollar threshold set forth in the definition thereof;

(g) the leasing, occupancy agreements or sub-leasing of Property pursuant to the Merger Documents or that would not materially interfere with the required use of such Property by the Borrower or its Restricted Subsidiaries;

(h) the transfer for fair value of Property (including Capital Stock of Subsidiaries) to another Person in connection with a joint venture arrangement with respect to the transferred Property; provided that such transfer is permitted under Section 6.7(h) or (v);

(i) the sale or discount, in each case without recourse and in the ordinary course of business, of overdue accounts receivable arising in the ordinary course of business, but only in connection with the compromise or collection thereof consistent with customary industry practice (and not as part of any bulk sale or financing of receivables);

(j) transfers of condemned Property as a result of the exercise of "eminent domain" or other similar policies to the respective Governmental Authority or agency that has condemned the same (whether by deed in lieu of condemnation or otherwise), and transfers of properties that have been subject to a casualty to the respective insurer of such Property as part of an insurance settlement;

(k) the Disposition of any Immaterial Subsidiary or any Unrestricted Subsidiary;

(l) the transfer of Property (including Capital Stock of Subsidiaries) of the Borrower or any Guarantor to any Restricted Subsidiary for fair market value;

(m) the transfer of Property (i) by the Borrower or any Subsidiary Guarantor to the Borrower or any other Subsidiary Guarantor or (ii) from a Non-Guarantor Subsidiary to (A) the Borrower or any Subsidiary Guarantor for no more than fair market value or (B) any other Non-Guarantor Subsidiary that is a Restricted Subsidiary;

(n) the sale of cash, Cash Equivalents or Permitted Liquid Investments in the ordinary course of business;

(o) (i) Liens permitted by Section 6.3, (ii) Restricted Payments permitted by Section 6.6, (iii) Investments permitted by Section 6.7, (iv) payments permitted by Section 6.8 and (v) sale and leaseback transactions permitted by Section 6.10;

(p) Dispositions of Investments in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between the joint venture parties set forth in joint venture arrangements and similar binding arrangements; and

(q) Dispositions of Property between or among the Borrower and/or its Restricted Subsidiaries as a substantially concurrent interim Disposition in connection with a Disposition otherwise permitted pursuant to clauses (a) through (p) above;

6.6 Restricted Payments. Declare or pay any dividend on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of the Borrower or any Subsidiary, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or Property or in obligations of the Borrower or any Restricted Subsidiary, or enter into any derivatives or other transaction with any financial institution, commodities or stock exchange or clearinghouse (a "Derivatives Counterparty") obligating the Borrower or any Restricted Subsidiary to make payments to such Derivatives Counterparty as a result of any change in market value of any such Capital Stock (collectively, "Restricted Payments"), except that:

(a) (i) any Restricted Subsidiary may make Restricted Payments to the Borrower or any Subsidiary Guarantor and (ii) Non-Guarantor Subsidiaries may make Restricted Payments to other Non-Guarantor Subsidiaries;

(b) provided that (x) no Default or Event of Default is continuing or would result therefrom and (y) the Consolidated Total Leverage Ratio for the most recently ended period of four consecutive fiscal quarters of the Borrower shall not exceed 4.50 to 1.00 for such period immediately before and immediately after giving effect to such Restricted Payment, the Borrower may make Restricted Payments in an aggregate amount not to exceed the Available Amount; provided no Restricted Payments under this clause (b) may be made for the purpose of making a dividend or other distribution in respect of, or repurchasing or redeeming, Capital Stock held by the Sponsor or any of its Affiliates (other than Holdings or any Parent Company) in Holdings or any Parent Company; it being understood that such Restricted Payments may be used for such purposes with respect to Capital Stock held by any other Person in Holdings or any Parent Company;

(c) the Borrower may make Restricted Payments to Holdings or any Parent Company to permit Holdings or any Parent Company to pay (i) any taxes which are due and payable by Holdings or any Parent Company, the Borrower and the Restricted Subsidiaries as part of a consolidated group (or shareholders of Holdings, to the extent such taxes are attributable to Holdings, the Borrower and the Restricted Subsidiaries), (ii) customary fees, salary, bonus, severance and other benefits payable to, and indemnities provided on behalf of, their current and former officers and employees and members of their Board of Directors, (iii) ordinary course corporate operating expenses and other fees and expenses required to maintain its corporate existence, (iv) fees and expenses to the extent permitted under clause (i) of the second sentence of Section 6.9, (v) reasonable fees and expenses incurred in connection with any debt or equity offering by Holdings or any Parent Company, to the extent the proceeds thereof are (or, in the case of an unsuccessful offering, were intended to be) used for the benefit of the Borrower and the Restricted Subsidiaries, whether or not completed, (vi) reasonable fees and expenses in connection with compliance with reporting obligations under, or in connection with compliance with, federal or state laws or under this Agreement or any other Loan Document and the Senior Secured Loan Agreement and any other Senior Secured Loan Document and (vii) amounts due in respect of the Deferred Obligation Amount under the Merger Agreement with the Net Cash Proceeds of any Equity Issuance by, or capital contribution to, the Borrower;

(d) the Borrower may make Restricted Payments in the form of Capital Stock of the Borrower;

(e) the Borrower or any Subsidiary may make Restricted Payments to, directly or indirectly, purchase the Capital Stock of the Borrower, Holdings or any Parent Company from present or former officers, directors, consultants, agents or employees (or their estates, trusts,

family members or former spouses) of Holdings, the Borrower, any Parent Company or any Subsidiary upon the death, disability, retirement or termination of the applicable officer, director, consultant, agent or employee or pursuant to any equity subscription agreement, stock option or equity incentive award agreement, shareholders' or members' agreement or similar agreement, plan or arrangement; provided that the aggregate amount of payments under this clause (e) in any fiscal year of the Borrower shall not exceed the sum of (i) $24,000,000 in any fiscal year (but not exceeding $60,000,000 in the aggregate since the Closing Date), plus (ii) any proceeds received from key man life insurance policies, plus (iii) any proceeds received by the Borrower, Holdings or any Parent Company during such fiscal year from sales of the Capital Stock of Holdings, the Borrower or any Parent Company to directors, consultants, officers or employees of Holdings, such Parent Company, the Borrower or any Subsidiary in connection with permitted employee compensation and incentive arrangements, plus (iv) the amount of any bona fide cash bonuses otherwise payable to members of management, directors or consultants of Holdings, any Parent Company, the Borrower or its Restricted Subsidiaries in connection with the Transactions that are foregone in return for the receipt of Capital Stock the fair market value of which is equal to or less than the amount of such cash bonuses; provided that any Restricted Payments permitted (but not made) pursuant to sub-clause (ii), (iii) or (iv) of this clause (e) in any prior fiscal year may be carried forward to any subsequent calendar year, and provided, further, that cancellation of Indebtedness owing to the Borrower or any Restricted Subsidiary by any member of management of Holdings, any Parent Company, the Borrower or its Restricted Subsidiaries in connection with a repurchase of the Capital Stock of Holdings or any Parent Company will not be deemed to constitute a Restricted Payment for purposes of this Section 6.6;

(f) noncash repurchases of Capital Stock deemed to occur upon exercise of stock options or similar equity incentive awards if such Capital Stock represents a portion of the exercise price of such options or similar equity incentive awards;

(g) the Borrower and its Restricted Subsidiaries may make Restricted Payments to consummate the Transactions (including any Restricted Payments contemplated by the Merger Agreement);

(h) the Borrower may make Restricted Payments to allow Holdings or any Parent Company to make payments in cash, in lieu of the issuance of fractional shares, upon the exercise of warrants or upon the conversion or exchange of Capital Stock of any such Person;

(i) so long as no Event of Default under Section 7.1(a) or 7.1(f) has occurred and is continuing, the Borrower and its Restricted Subsidiaries may make Restricted Payments to make payments provided for in the Management Agreement;

(j) to the extent constituting Restricted Payments, the Borrower and its Restricted Subsidiaries may enter into and consummate transactions expressly permitted by any provision of Sections 6.4, 6.5, 6.7 and 6.9;

(k) any non-wholly owned Restricted Subsidiary of the Borrower may declare and pay cash dividends to its equity holders generally so long as the Borrower or its respective Subsidiary which owns the equity interests in the Restricted Subsidiary paying such dividend receives at least its proportional share thereof (based upon its relative holding of the equity interests in the Restricted Subsidiary paying such dividends and taking into account the relative preferences, if any, of the various classes of equity interest of such Restricted Subsidiary);

(l) the Borrower may make Restricted Payments using any amounts placed in escrow in connection with the Transactions;

(m) provided that (i) no Default or Event of Default is continuing or would result therefrom and (ii) the Consolidated Total Leverage Ratio for the most recently ended period of four consecutive fiscal quarters of the Borrower shall not exceed 2.00 to 1.00 for such period immediately before and immediately after giving effect to such Restricted Payment, at any time following the sixth anniversary of the Closing Date, the Borrower and its Restricted Subsidiaries may make Restricted Payments to redeem or purchase the Capital Stock of the Borrower, Holdings or any Parent Company in an amount not to exceed 10% of the Borrower's Consolidated EBITDA in any fiscal year; provided no Restricted Payments under this clause (m) may be made for the purpose of making a dividend or other distribution in respect of, or repurchasing or redeeming, Capital Stock held by the Sponsor or any of its Affiliates (other than Holdings or any Parent Company) in Holdings or any Parent Company; it being understood that such Restricted Payments may be used for such purposes with respect to Capital Stock held by any other Person in Holdings or any Parent Company;

(n) provided that no Default or Event of Default is continuing or would result therefrom, after a Holdings IPO, the Borrower may make Restricted Payments to Holdings or any Parent Company so that Holdings or any Parent Company may make Restricted Payments to its equity holders in an aggregate amount not exceeding 6.0% per annum of the Net Cash Proceeds received by the Borrower from such Holdings IPO; provided that the Available Amount shall be reduced by a corresponding amount of any such Restricted Payments; and

(o) provided that no Default or Event of Default is continuing or would result therefrom, other Restricted Payments in an amount not to exceed $36,000,000; provided that no Restricted Payments under this clause (o) may be made for the purpose of making a dividend or other distribution in respect of, or repurchasing or redeeming, Capital Stock held by the Sponsor or any of its Affiliates (other than Holdings or any Parent Company) in Holdings or any Parent Company; it being understood that such Restricted Payments may be used for such purposes with respect to Capital Stock held by any other Person in Holdings or any Parent Company.

6.7 Investments. Make any advance, loan, extension of credit (by way of guaranty or otherwise) or capital contribution to, or purchase any Capital Stock, bonds, notes, debentures or other debt securities of, or all or substantially all of the assets constituting an ongoing business from, or make any other similar investment in, any other Person (all of the foregoing, "Investments"), except:

(a) (i) extensions of trade credit in the ordinary course of business and (ii) purchases and acquisitions of inventory, supplies, materials and equipment or purchases of contract rights or licenses or leases of Intellectual Property in each case in the ordinary course of business, to the extent such purchases and acquisitions constitute Investments;

(b) Investments in Cash Equivalents and Investments that were Cash Equivalents when made;

(c) Investments arising in connection with (i) the incurrence of Indebtedness permitted by Sections 6.2 to the extent arising as a result of Indebtedness among Holdings, the Borrower or any Restricted Subsidiary and Guarantee Obligations permitted by Section 6.2 and payments made in respect of such Guarantee Obligations, (ii) the forgiveness or conversion to equity of any Indebtedness permitted by Section 6.2 and (iii) Guarantees by any Borrower or any Restricted

Subsidiary of operating leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;

(d) loans and advances to employees, consultants or directors of Holdings, the Borrower or any of its Restricted Subsidiaries in the ordinary course of business in an aggregate amount (for Holdings, the Borrower and all Restricted Subsidiaries) not to exceed $6,000,000 (excluding (for purposes of such cap) tuition advances, travel and entertainment expenses, but including relocation expenses) at any one time outstanding;

(e) Investments (other than those relating to the incurrence of Indebtedness permitted by Section 6.7(c)) by the Borrower or any of its Restricted Subsidiaries in the Borrower or any Person that, prior to such Investment, is a Subsidiary Guarantor or is a Domestic Subsidiary that becomes a Subsidiary Guarantor at the time of such Investment;

(f) (i) Permitted Acquisitions to the extent that any Person or Property acquired in such acquisition becomes a Subsidiary Guarantor or a part of the Borrower or any Subsidiary Guarantor or becomes (whether or not such Person is a wholly owned Subsidiary) a Subsidiary Guarantor in the manner contemplated by Section 5.8(a) and (ii) other Permitted Acquisitions in an aggregate purchase price in the case of this clause (ii) (other than purchase price paid through the issuance of equity by Holdings or any Parent Company with the proceeds thereof, including (A) (x) whether or not any equity is issued, capital contributions (other than relating to Disqualified Capital Stock) and (y) equity issued to the seller) in an aggregate amount not to exceed $90,000,000 plus (B) an amount equal to the Available Amount; provided that after giving effect to any such Permitted Acquisition the Borrower shall be in pro forma compliance with the financial covenants set forth in Section 6.1;

(g) loans by the Borrower or any of its Restricted Subsidiaries to the employees, officers or directors of Holdings, the Borrower or any of its Restricted Subsidiaries in connection with management incentive plans; provided that such loans represent cashless transactions pursuant to which such employees, officers or directors directly invest the proceeds of such loans in the Capital Stock of Holdings;

(h) Investments by the Borrower and its Restricted Subsidiaries in joint ventures or similar arrangements and Non-Guarantor Subsidiaries in an aggregate amount at any one time outstanding (for the Borrower and all Restricted Subsidiaries), not to exceed the sum of (A) $60,000,000 plus (B) an amount equal to the Available Amount; provided, that any Investment made for the purpose of funding a Permitted Acquisition permitted under Section 6.7(f) shall not be deemed a separate Investment for the purposes of this clause (h); provided, further, that no Investment may be made pursuant to this clause (h) in any Unrestricted Subsidiary for the purpose of making a Restricted Payment prohibited pursuant to Section 6.6;

(i) Investments (including debt obligations) received in the ordinary course of business by the Borrower or any Restricted Subsidiary in connection with the bankruptcy or reorganization of suppliers, customers and other Persons and in settlement of delinquent obligations of, and other disputes with, suppliers, customers and other Persons arising out of the ordinary course of business;

(j) Investments by any Non-Guarantor Subsidiary in any other Non-Guarantor Subsidiary;

(k) Investments in existence on, or pursuant to legally binding written commitments in existence on, the Closing Date and listed on Schedule 6.7 and, in each case, any extensions or renewals thereof, so long as the amount of any Investment made pursuant to this clause (k) is not increased at any time above the amount of such Investment set forth on Schedule 6.7;

(l) Investments of the Borrower or any Restricted Subsidiary under Hedge Agreements permitted hereunder;

(m) Investments of any Person in existence at the time such Person becomes a Restricted Subsidiary; provided that such Investment was not made in connection with or in anticipation of such Person becoming a Restricted Subsidiary;

(n) Investments arising as a result of payments permitted by Section 6.8(a);

(o) consummation of the Merger Transactions pursuant to the Merger Documents and the Company Reorganization;

(p) Subsidiaries of the Borrower may be established or created, if to the extent such new Subsidiary is a Domestic Subsidiary, the Borrower and such Subsidiary comply with the provisions of Section 5.8(a); provided that, in each case, to the extent such new Subsidiary is created solely for the purpose of consummating a merger transaction pursuant to an acquisition permitted by this Section 6.7, and such new Subsidiary at no time holds any assets or liabilities other than any merger consideration contributed to it contemporaneously with the closing of such merger transactions, such new Subsidiary shall not be required to take the actions set forth in Section 5.8(a) until the respective acquisition is consummated (at which time the surviving entity of the respective merger transaction shall be required to so comply within ten Business Days or such longer period as the Administrative Agent shall agree);

(q) Investments arising directly out of the receipt by the Borrower or any Restricted Subsidiary of non-cash consideration for any sale of assets permitted under Section 6.5; provided that such non-cash consideration shall in no event exceed 25% of the total consideration received for such sale;

(r) Investments resulting from pledges and deposits referred to in Sections 6.3(c) and (d);

(s) Investments consisting of the licensing or contribution of Intellectual Property pursuant to joint marketing arrangements with other persons;

(t) any Investment in a Foreign Subsidiary to the extent such Investment is substantially contemporaneously repaid in full with a dividend or other distribution from such Foreign Subsidiary;

(u) Investments in the ordinary course of business consisting of UCC Article 3 endorsements for collection or deposit and UCC Article 4 customary trade arrangements with customers consistent with past practices;

(v) additional Investments so long as the aggregate amount thereof outstanding at no time exceeds the sum of (i) $30,000,000 plus (ii) an amount equal to the Available Amount; provided that no Investment may be made pursuant to this clause (v) in any Unrestricted Subsidiary for the purpose of making a Restricted Payment prohibited pursuant to Section 6.6;

(w) advances of payroll payments to employees, or fee payments to directors or consultants, in the ordinary course of business;

(x) Investments in Permitted Liquid Investments and Investments that were Permitted Liquid Investments when made in an amount not to exceed $48,000,000 at any one time outstanding; and

(y) Investments constituting loans or advances by the Borrower to Holdings or a Parent Company in lieu of Restricted Payments permitted pursuant to Section 6.6.

It is further understood and agreed that for purposes of determining the value of any Investment outstanding for purposes of this Section 6.7, such amount shall deemed to be the amount of such Investment when made, purchased or acquired less any returns on such Investment (not to exceed the original amount invested). Notwithstanding the foregoing, no Investment in an Unrestricted Subsidiary is permitted under this Section 6.7 unless such Investment is permitted pursuant to clause (h) or (v) above.

6.8 Optional Payments and Modifications of Certain Debt Instruments. (a) Make any optional or voluntary payment, prepayment, repurchase or redemption of, or otherwise voluntarily or optionally defease the principal of or interest on, or any other amount owing in respect of any Permitted Subordinated Indebtedness; provided that (A) the Borrower or any Restricted Subsidiary may prepay any Permitted Subordinated Indebtedness (or any Permitted Refinancing thereof) with amounts constituting the Available Amount at any time if the Consolidated Total Leverage Ratio is equal to or less than 4.50 to 1.00 as of the end of the most recently ended Reference Period, (B) the Borrower or any Restricted Subsidiary may refinance, replace or extend any Permitted Subordinated Indebtedness to the extent permitted by Section 6.2 and (C) the Borrower or any Restricted Subsidiary may convert any Permitted Subordinated Indebtedness (or any Permitted Refinancing thereof) to the Capital Stock of Holdings or any Parent Company. Notwithstanding the foregoing, nothing in this Section 6.8 shall prohibit any AHYDO Payments in respect of any Permitted Subordinated Indebtedness or, in each case, any Permitted Refinancing thereof.

(b) Amend, modify or otherwise change, or consent or agree to any amendment, modification, waiver or other change to, any of the terms of any Permitted Subordinated Indebtedness in any manner that is materially adverse to the Lenders without the prior consent of the Administrative Agent (with the approval of the Required Lenders); provided that nothing in this Section 6.8(b) shall prohibit the refinancing, replacement, extension or other similar modification of the Permitted Subordinated Indebtedness to the extent otherwise permitted by Section 6.2.

6.9 Transactions with Affiliates. Enter into any transaction, including, without limitation, any purchase, sale, lease or exchange of Property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate (other than Holdings, the Borrower or any Restricted Subsidiary) unless such transaction is (a) otherwise not prohibited under this Agreement and (b) upon fair and reasonable terms no less favorable to the Borrower or such Restricted Subsidiary, as the case may be, than it would obtain in a comparable arm's length transaction with a Person that is not an Affiliate. Notwithstanding the foregoing, the Borrower and its Restricted Subsidiaries may (i) pay to the Sponsor and its Affiliates fees, indemnities and expenses pursuant to the Management Agreement and/or fees and expenses in connection with the Merger and disclosed to the Administrative Agent prior to the Closing Date; (ii) enter into any transaction with an Affiliate that is not prohibited by the terms of this Agreement to be entered into by the Borrower or such Restricted Subsidiary with an Affiliate; (iii) make any Restricted Payments contemplated by the Merger Agreement, and otherwise perform their obligations under the Transaction Documents and (iv) without being subject to the terms of this Section 6.9, enter into any transaction with any Person which is an Affiliate of Holdings only by reason of such Person and

Holdings having common directors. For the avoidance of doubt, this Section 6.9 shall not apply to employment, bonus, retention and severance arrangements with, and payments of compensation or benefits to or for the benefit of, current or former employees, consultants, officers or directors of the Borrower or any of its Restricted Subsidiaries in the ordinary course of business. For purposes of this Section 6.9, any transaction with any Affiliate shall be deemed to have satisfied the standard set forth in clause (b) of the first sentence hereof if such transaction is approved by a majority of the Disinterested Directors of the board of directors of the Borrower or such Restricted Subsidiary, as applicable. "Disinterested Director" shall mean, with respect to any Person and transaction, a member of the Board of Directors of such Person who does not have any material direct or indirect financial interest in or with respect to such transaction.

6.10 Sales and Leasebacks. Enter into any arrangement with any Person providing for the leasing by the Borrower or any Restricted Subsidiary of real or personal Property which is to be sold or transferred by the Borrower or such Restricted Subsidiary (a) to such Person or (b) to any other Person to whom funds have been or are to be advanced by such Person on the security of such Property or rental obligations of the Borrower or such Restricted Subsidiary, except for (i) any such arrangement entered into in the ordinary course of business of the Borrower and its Subsidiaries, (ii) sales or transfers by the Borrower or any Subsidiary Guarantor to the Borrower or any other Subsidiary Guarantor, (iii) sales or transfers by any Non Guarantor Subsidiary to any other Non Guarantor Subsidiary that is a Restricted Subsidiary and (iv) any such arrangement to the extent that the fair market value of such Property does not exceed $42,000,000 in the aggregate for all such arrangements.

6.11 Changes in Fiscal Periods. Permit the fiscal year of the Borrower to end on a day other than March 31.

6.12 Clauses Restricting Subsidiary Distributions. Enter into any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to (a) make Restricted Payments in respect of any Capital Stock of such Restricted Subsidiary held by, or pay any Indebtedness owed to, the Borrower or any Restricted Subsidiary or (b) make Investments in the Borrower or any Restricted Subsidiary, except for such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Loan Documents and the Senior Secured Loan Documents, (ii) any restrictions with respect to such Restricted Subsidiary imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Capital Stock or assets of such Restricted Subsidiary, (iii) customary net worth provisions contained in Real Property leases entered into by the Borrower and its Restricted Subsidiaries, so long as the Borrower has determined in good faith that such net worth provisions would not reasonably be expected to impair the ability of the Borrower and its Restricted Subsidiaries to meet their ongoing obligations, (iv) any restrictions contained in agreements related to Indebtedness of any Non-Guarantor Subsidiary not prohibited under Section 6.2 (in which case such restriction shall relate only to such Indebtedness and/or such Non-Guarantor Subsidiary and its Restricted Subsidiaries) or Indebtedness secured by Liens permitted by Sections 6.3(g) and 6.3(z), (v) any restrictions regarding licenses or sublicenses by the Borrower and its Restricted Subsidiaries of Intellectual Property in the ordinary course of business (in which case such restriction shall relate only to such Intellectual Property), (vi) Contractual Obligations incurred in the ordinary course of business which include customary provisions restricting the assignment of any agreement relating thereto, (vii) customary provisions contained in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business, (viii) customary provisions restricting the subletting or assignment of any lease governing a leasehold interest, (ix) customary restrictions and conditions contained in any agreement relating to any Disposition of Property not prohibited hereunder, (x) any agreement in effect at the time any Person becomes a Restricted Subsidiary, so long as such agreement was not entered into in contemplation of such Person becoming a Restricted Subsidiary and (xi)

restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business.

6.13 Lines of Business. Enter into any business, either directly or through any of its Restricted Subsidiaries, except for the Business or a business reasonably related thereto or that are reasonable extensions thereof.

6.14 Limitation on Hedge Agreements. Enter into any Hedge Agreement other than Hedge Agreements entered into in the ordinary course of business, and not for speculative purposes.

6.15 Limitation on Activities of Holdings. In the case of Holdings only, notwithstanding anything to the contrary in this Agreement or any other Loan Document, Holdings shall not, so long as the Commitments remain in effect or any Loan or other amount is owing to any Lender or any Agent hereunder (other than contingent or indemnification obligations not then due): conduct, transact or otherwise engage in, or commit to conduct, transact or otherwise engage in, any business or operations other than (i) those incidental to its ownership of the Capital Stock of the Borrower and the Subsidiaries of the Borrower and those incidental to Investments by or in Holdings permitted hereunder, (ii) activities incidental to the maintenance of its existence and compliance with applicable laws and legal, tax and accounting matters related thereto and activities relating to its employees, (iii) activities relating to the performance of obligations under the Loan Documents and the Senior Secured Loan Documents to which it is a party or expressly permitted thereunder, (iv) the making of Restricted Payments to the extent of Restricted Payments permitted to be made to Holdings pursuant to Section 6.6, (v) the receipt and payment of Restricted Payments permitted under Section 6.6, (vi) those related to the Transactions and in connection with the Merger Documents and other agreements contemplated thereby or hereby, (vii) to the extent that Section 6 expressly permits the Borrower or a Restricted Subsidiary to enter into a transaction with Holdings, (viii) activities in connection with or in preparation for an initial public offering and (ix) activities incidental to the foregoing activities.

SECTION 7. EVENTS OF DEFAULT

7.1 Events of Default. If any of the following events shall occur and be continuing:

(a) The Borrower shall fail to pay (i) any principal of any Loan when due in accordance with the terms hereof, or (ii) any interest owed by it on any Loan, or any other amount payable by it hereunder or under any other Loan Document, within five Business Days after any such interest or other amount becomes due in accordance with the terms hereof; or

(b) (i) On the Closing Date, any Specified Representation, and (ii) at any time after the Closing Date, any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate, document or financial or other statement furnished by it at any time under or in connection with this Agreement or any such other Loan Document, shall in either case prove to have been inaccurate in any material respect and such inaccuracy is adverse to the Lenders on or as of the date made or deemed made or furnished; or

(c) Any Loan Party shall default in the observance or performance of any agreement contained in Section 5.7(a) or Section 6; provided that, any Event of Default under Section 6.1 is subject to cure as contemplated by Section 7.2; or

(d) Any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in

paragraphs (a) through (c) of this Section 7.1), and such default shall continue unremedied for a period of 30 days after the earlier of the date that (x) such Loan Party receives from the Administrative Agent or the Required Lenders notice of the existence of such default or (y) a Responsible Officer of such Loan Party has knowledge thereof; or

(e) Holdings, the Borrower or any of its Restricted Subsidiaries shall (i) default in making any payment of any principal of any Indebtedness for Borrowed Money (excluding the Loans) on the scheduled or original due date with respect thereto; or (ii) default in making any payment of any interest on any such Indebtedness for Borrowed Money beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness for Borrowed Money was created; or (iii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness for Borrowed Money or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event of default shall occur, the effect of which payment or other default or other event of default is to cause, or to permit the holder or beneficiary of such Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, with the giving of notice if required, such Indebtedness for Borrowed Money to become due prior to its stated maturity or to become subject to a mandatory offer to purchase by the obligor thereunder or to become payable; provided that (A) a default, event or condition described in this paragraph shall not at any time constitute an Event of Default unless, at such time, one or more defaults or events of default of the type described in this paragraph shall have occurred and be continuing with respect to Indebtedness for Borrowed Money the outstanding principal amount of which individually exceeds $30,000,000, and in the case of Indebtedness for Borrowed Money of the types described in clauses (i) and (ii) of the definition thereof, with respect to such Indebtedness which exceeds such amount either individually or in the aggregate and (B) this paragraph (e) shall not apply to (i) secured Indebtedness that becomes due as a result of the sale, transfer, destruction or other disposition of the Property or assets securing such Indebtedness for Borrowed Money if such sale, transfer, destruction or other disposition is not prohibited hereunder and under the documents providing for such Indebtedness or (ii) any Guarantee Obligations except to the extent such Guarantee Obligations shall become due and payable by any Loan Party and remain unpaid after any applicable grace period or period permitted following demand for the payment thereof; or

(f) (i) Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) any case, proceeding or other action of a nature referred to in clause (i) above that (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 60 days; or (iii) there shall be commenced against Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against substantially all of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) Holdings, the Borrower or any of its Restricted

Subsidiaries (other than any Immaterial Subsidiary) shall consent to or approve of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(g) (i) Holdings, the Borrower or any of its Restricted Subsidiaries shall incur any liability in connection with any "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan, (ii) a failure to meet the minimum funding standards (as defined in Section 302(a) of ERISA), whether or not waived, shall exist with respect to any Single Employer Plan or any Lien in favor of the PBGC or a Plan shall arise on the assets of Holdings, the Borrower or any of its Restricted Subsidiaries, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Single Employer Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is reasonably likely to result in the termination of such Single Employer Plan for purposes of Title IV of ERISA, (iv) any Single Employer Plan shall terminate in a distress termination under Section 4041(c) of ERISA or in an involuntary termination by the PBGC under Section 4042 of ERISA, (v) Holdings, the Borrower or any of its Restricted Subsidiaries shall, or is reasonably likely to, incur any liability as a result of a withdrawal from, or the Insolvency or Reorganization of, a Multiemployer Plan or (vi) any other event or condition shall occur or exist with respect to a Plan or a Commonly Controlled Plan; and in each case in clauses (i) through (vi) above, such event or condition, together with all other such events or conditions, if any, could reasonably be expected to result in a direct obligation of Holdings, the Borrower or any of its Restricted Subsidiaries to pay money that could have a Material Adverse Effect; or

(h) One or more judgments or decrees shall be entered against Holdings, the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) involving for Holdings, the Borrower and any such Restricted Subsidiaries taken as a whole a liability (not paid or fully covered by third-party insurance or effective indemnity) of $30,000,000 (net of any amounts which are covered by insurance or an effective indemnity) or more, and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within 30 days from the entry thereof; or

(i) The Guarantees pursuant to the Guarantee Agreement by any Loan Party shall cease to be in full force and effect (other than in accordance with the terms thereof) or shall be asserted in writing by any Loan Party not to be legal, valid and binding obligations;

then, and in any such event, (A) if such event is an Event of Default specified in clause (i) or (ii) of paragraph (f) above with respect to the Borrower, automatically the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents shall immediately become due and payable in full in cash, and (B) if such event is any other Event of Default, with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower, declare the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents to be due and payable forthwith, whereupon the same shall immediately become due and payable in full in cash. Except as expressly provided above in this Section 7.1 or otherwise in any Loan Document, presentment, demand and protest of any kind are hereby expressly waived by Holdings and the Borrower.

7.2 Specified Equity Contributions. For purposes of determining compliance with Section 6.1 only (and not any other provision of this Agreement, including any such other provision that utilizes a calculation of Consolidated EBITDA), any equity contribution (other than Disqualified Capital Stock) made by Holdings or any of the other direct or indirect equityholders of the Borrower to the Borrower, on or after the Closing Date and on or prior to the day that is 10 Business Days after the day on which financial statements are required to be delivered for such fiscal quarter pursuant to Section 5.1 shall, at the request of the Borrower, be deemed to increase, dollar for dollar, Consolidated EBITDA for such fiscal quarter for the purposes of determining compliance with Section 6.1 at the end of such fiscal quarter and applicable subsequent periods (it being understood that each such contribution shall be effective as to such fiscal quarter for all periods in which such fiscal quarter is included) (any such equity contribution so included in the calculation of Consolidated EBITDA, a "Specified Equity Contribution"); provided that (a) in each four fiscal quarter period there shall be a period of at least three fiscal quarters in which no Specified Equity Contribution is made, (b) the amount of any Specified Equity Contribution shall be no greater than the amount required to cause the Borrower to be in compliance with Section 6.1, (c) no more than four Specified Equity Contributions may be made in the aggregate prior to the Maturity Date, (d) Specified Equity Contributions shall not be included in cash, Cash Equivalents and Permitted Liquid Investments for purposes of calculating Consolidated Total Leverage and (e) all Specified Equity Contributions shall be disregarded for any purpose under this Agreement other than determining compliance with Section 6.1.

If, after the making of the Specified Equity Contribution and the recalculations of Consolidated EBITDA pursuant to the preceding paragraph, the Borrower shall then be in compliance with the requirements of Section 6.1, the Borrower shall be deemed to have satisfied the requirements of such covenant as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable Event of Default that had occurred shall be deemed cured.

SECTION 8. THE ADMINISTRATIVE AGENT

8.1 Appointment. Each Lender hereby irrevocably designates and appoints the Administrative Agent as the agent of such Lender under the Loan Documents and each such Lender irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of the applicable Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of the applicable Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent.

8.2 Delegation of Duties. The Administrative Agent may execute any of its duties under the applicable Loan Documents by or through any of its branches, agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys in-fact selected by it with reasonable care.

8.3 Exculpatory Provisions. The Administrative Agent and its officers, directors, employees, agents, attorneys-in-fact or affiliates shall not be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or

willful misconduct) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of any Loan Party a party thereto to perform its obligations hereunder or thereunder. The Administrative Agent shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party.

8.4 Reliance by the Agents. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to Holdings), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under the applicable Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all Lenders or the Supermajority Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under the applicable Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all Lenders or the Supermajority Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.

8.5 Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless it has received written notice from a Lender, Holdings or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all Lenders or the Supermajority Lenders); provided that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

8.6 Non-Reliance on the Administrative Agent and Other Lenders. Each Lender expressly acknowledges that the Administrative Agent and its respective officers, directors, employees, agents, attorneys-in-fact or affiliates have not made any representations or warranties to it and that no act by the Administrative Agent hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by the Administrative Agent to any Lender. Each Lender represents to the Administrative Agent that it has, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, Property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision to make its Loans hereunder and enter into

this Agreement. Each Lender also represents that it will, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under the applicable Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, Property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, Property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party or any affiliate of a Loan Party that may come into its possession or the possession of any of its officers, directors, employees, agents, attorneys-in-fact or affiliates.

8.7 Indemnification. The Lenders agree to indemnify the Administrative Agent in its capacity as such (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so), ratably according to their respective Aggregate Exposure Percentages in effect on the date on which indemnification is sought under this Section 8.7 (or, if indemnification is sought after the date upon which the Loans shall have been paid in full, ratably in accordance with such Aggregate Exposure Percentages immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of, the Loans, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by the Administrative Agent under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the Administrative Agent's gross negligence or willful misconduct. The agreements in this Section 8.7 shall survive the payment of the Loans and all other amounts payable hereunder.

8.8 The Administrative Agent in Its Individual Capacity. The Administrative Agent and its affiliates may make loans to, accept deposits from and generally engage in any kind of business with any Loan Party as though it were not the Administrative Agent. With respect to its Loans made or renewed by it the Administrative Agent shall have the same rights and powers under the applicable Loan Documents as any Lender and may exercise the same as though it were not the Administrative Agent, and the terms "Lender" and "Lenders" shall include the Administrative Agent in its individual capacity.

8.9 Successor Agent. The Administrative Agent may resign upon 30 days' notice to the Lenders and the Borrower effective upon appointment of a successor Administrative Agent. Upon receipt of any such notice of resignation, the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which successor agent shall (unless an Event of Default under Section 7.1(a) or Section 7.1(f) with respect to the Borrower shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers and duties of such retiring Administrative Agent, and the retiring Administrative Agent's rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such retiring Administrative Agent or any of the parties to this Agreement or any holders of the Loans. If no successor Administrative Agent shall have been so appointed by the Required Lenders with such consent of the Borrower and shall have accepted such appointment within 30 days after the retiring Administrative Agent's giving of notice of resignation, then the retiring Administrative Agent may, on behalf of the Lenders and with the consent of the Borrower (such consent not to be unreasonably withheld or delayed), appoint a successor Administrative

Agent, that shall be a bank that has an office in New York, New York with a combined capital and surplus of at least $500,000,000. After any retiring Administrative Agent's resignation as Administrative Agent, the provisions of this Section 8 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and the other Loan Documents.

8.10 Authorization to Release Guarantees. The Administrative Agents is hereby irrevocably authorized by each of the Lenders to effect any release of Guarantee Obligations contemplated by Section 9.15.

SECTION 9. MISCELLANEOUS

9.1 Amendments and Waivers. (a) Neither this Agreement, any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 9.1. The Required Lenders and each Loan Party party to the relevant Loan Document may, or, with the written consent of the Required Lenders, the Administrative Agent and each Loan Party party to the relevant Loan Document may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights or obligations of the Administrative Agent, the Lenders or of the Loan Parties or their Subsidiaries hereunder or thereunder or (b) waive, on such terms and conditions as the Required Lenders or the Administrative Agent may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall (i) forgive or reduce the principal amount or extend the final scheduled date of maturity of any Loan, reduce the stated rate of any interest, fee or premium payable hereunder (except in connection with the waiver of applicability of any post-default increase in interest rates (which waiver shall be effective with the consent of the Required Lenders)) or extend the scheduled date of any payment thereof, or increase the amount or extend the expiration date of any Lender's Commitment, in each case without the written consent of each Lender directly and adversely affected thereby; (ii) amend, modify or waive any provision of paragraph (a) of this Section 9.1 without the written consent of all Lenders; (iii) reduce any percentage specified in the definition of Required Lenders, consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement and the other Loan Documents, or release all or substantially all of the Guarantors from their obligations under the Guarantee Agreement, in each case without the written consent of all Lenders (other than to the extent permitted by Section 6.4); (iv) amend, modify or waive any provision of paragraph (a) of Section 2.9 without the written consent of all Lenders adversely affected thereby; (v) amend, modify or waive any provision of Section 8 without the written consent of the Administrative Agent; or (vi) amend the definition of "Change of Control" or amend, modify or waive the provisions of Section 2.6 without the written consent of Lenders holding more than 66-2/3% of the Commitments and Loans then outstanding (the "Supermajority Lenders"); provided that determinations of the "Supermajority Lenders" shall exclude any Commitments or Loans held by any Carlyle Fund. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the Administrative Agent and all future holders of the Loans. In the case of any waiver, the Loan Parties, the Lenders and the Administrative Agent shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing unless limited by the terms of such waiver; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

(b) Furthermore, notwithstanding the foregoing, if following the Closing Date, the Administrative Agent and the Borrower shall have jointly identified an obvious error or any error or omission of a technical or immaterial nature, in each case, in any provision of this Agreement or any other

Loan Document, then the Administrative Agent and the Borrower shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to this Agreement or any other Loan Document if the same is not objected to in writing by the Required Lenders within five Business Days following receipt of notice thereof; it being understood that posting such amendment electronically on IntraLinks/IntraAgency or another relevant website with notice of such posting by the Administrative Agent to the Required Lenders shall be deemed adequate receipt of notice of such amendment.

9.2 Notices. (a) All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three Business Days after being deposited in the mail, postage prepaid, or, in the case of telecopy notice, when received, addressed as follows in the case of Holdings, the Borrower, the Administrative Agent, and as set forth in an administrative questionnaire delivered to the Administrative Agent in the case of the Lenders, or to such other address as may be hereafter notified by the respective parties hereto:

Holdings:
Explorer Investor Corporation
1001 Pennsylvania Avenue, NW
Washington, DC 20004
Attention: Ian Fujiyama
Telecopy: (202) 347-9250
Telephone: (202) 729-5426

in each case with a copy to:

The Carlyle Group
1001 Pennsylvania Avenue, NW
Washington, DC 20004
Attention: Ian Fujiyama
Telecopy: (202) 347-9250
Telephone: (202) 729-5426

With a copy to:
Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Attention: Gregory H. Woods III
Telecopy: (212) 521-7643
Telephone: (212) 909-6643

The Borrower:
Booz Allen Hamilton Inc.
8283 Greensboro Drive
McLean VA 22102
Attention: Sam Strickland
Telecopy: (703) 902-3011
Telephone: (703) 902-4700

in each case with a copy to:

The Carlyle Group
1001 Pennsylvania Avenue, NW
Washington, DC 20004

	Attention: Ian Fujiyama Telecopy: (202) 347-9250 Telephone: (202) 729-5426
With a copy to:	Debevoise & Plimpton LLP 919 Third Avenue New York, NY 10022 Attention: Gregory H. Woods III Telecopy: (212) 521-7643 Telephone: (212) 909-6643
The Administrative Agent:	Credit Suisse One Madison Avenue, New York, NY 10010 Attention: Agency Manager Telecopy: (212) 322-2291 Email: agency.loanops@credit-suisse.com

provided that any notice, request or demand to or upon the Administrative Agent, the Lenders, Holdings or the Borrower shall not be effective until received.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent, Holdings or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

9.3 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Administrative Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

9.4 Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans hereunder.

9.5 Payment of Expenses; Indemnification. Except with respect to Taxes which are addressed in Section 2.10, the Borrower agrees (a) to pay or reimburse the Administrative Agent for all of its reasonable and documented out-of-pocket costs and expenses incurred in connection with the syndication of the Facility (other than fees payable to syndicate members) and the development, preparation, execution and delivery of this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith and any amendment, supplement or modification thereto, and, as to the Administrative Agent only, the administration of the transactions contemplated hereby and thereby, including, without limitation, the reasonable fees and disbursements and other charges of a single firm of counsel to the Agents (plus one firm of special regulatory counsel and one firm

of local counsel per material jurisdiction as may reasonably be necessary in connection with collateral matters) in connection with all of the foregoing, (b) to pay or reimburse each Lender and the Administrative Agent for all its reasonable and documented out-of-pocket costs and expenses incurred in connection with the enforcement of any rights under this Agreement, the other Loan Documents and any such other documents, including, without limitation, the documented fees and disbursements of a single firm of counsel and, if necessary, a single firm of special regulatory counsel and a single firm of local counsel per material jurisdiction as may reasonably be necessary, for the Administrative Agent and the Lenders, taken as a whole, and (c) to pay, indemnify or reimburse each Lender, the Administrative Agent, each Lead Arranger and their respective affiliates, and their respective officers, directors, employees, trustees, advisors, agents and controlling Persons (each, an "Indemnitee") for, and hold each Indemnitee harmless from and against any and all other liabilities, obligations, losses, damages, penalties, costs, expenses or disbursements arising out of any actions, judgments or suits of any kind or nature whatsoever, arising out of or in connection with any claim, action or proceeding relating to or otherwise with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the other Loan Documents and any such other documents, including, without limitation, any of the foregoing relating to the use of proceeds of the Loans or the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of the Borrower, any of its Subsidiaries or any of the Properties and the fees and disbursements and other charges of legal counsel in connection with claims, actions or proceedings by any Indemnitee against Holdings or the Borrower hereunder (all the foregoing in this clause (c), collectively, the "Indemnified Liabilities"); provided that, neither Holdings nor the Borrower shall have any obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities are found by a court of competent jurisdiction to have resulted from (i) the gross negligence, bad faith or willful misconduct of such Indemnitee or its Related Persons, (ii) a material breach of the Loan Documents by such Indemnitee or its Related Persons or (iii) disputes solely among Indemnitees or their Related Persons (it being understood that this clause (iii) shall not apply to the indemnification of the Administrative Agent or Lead Arranger in a suit involving the Administrative Agent or Lead Arranger in its capacity as such). For purposes hereof, a "Related Person" of an Indemnitee means (i) if the Indemnitee is the Administrative Agent or any of its affiliates or their respective officers, directors, employees, agents and controlling Persons, any of the Administrative Agent and its affiliates and their respective officers, directors, employees, agents and controlling Persons, and (ii) if the Indemnitee is any Lender or any of its affiliates or their respective officers, directors, employees, agents and controlling Persons, any of such Lender and its affiliates and their respective officers, directors, employees, agents and controlling Persons. All amounts due under this Section 9.5 shall be payable promptly after receipt of a reasonably detailed invoice therefor. Statements payable by the Borrower pursuant to this Section 9.5 shall be submitted to the Borrower at the address thereof set forth in Section 9.2, or to such other Person or address as may be hereafter designated by the Borrower in a written notice to the Administrative Agent. The agreements in this Section 9.5 shall survive repayment of the Obligations.

9.6 Successors and Assigns; Participations and Assignments. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 9.6.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may, in compliance with applicable law, assign (other than to any Disqualified Institution or a natural person) to one or more assignees (each, an "Assignee"), all or a portion of its rights and obligations under this

Agreement (including all or a portion of its Commitments and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld or delayed) of:

(A) the Borrower; provided that no consent of the Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund (as defined below), or, if an Event of Default under Section 7.1(a) or 7.1(f) has occurred and is continuing, any other Person; and

(B) the Administrative Agent; provided that no consent of the Administrative Agent shall be required for an assignment to (x) a Lender, an Affiliate of a Lender or an Approved Fund or (y) Holdings, the Borrower or a Subsidiary of the Borrower in connection with a purchase of Loans pursuant to Section 2.5(d).

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitments or Loans under any Facility, the amount of the Loans of the assigning Lender subject to each such assignment (determined as of (I) the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or (II) if earlier, the "trade date" (if any) specified in such Assignment and Assumption) shall not be less than $1,000,000, unless the Borrower and the Administrative Agent otherwise consent; provided that (1) no such consent of the Borrower shall be required if an Event of Default under Section 7.1(a) or 7.1(f) has occurred and is continuing and (2) such amount shall be aggregated in respect of each Lender and its Affiliates or Approved Funds, if any;

(B) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption via an electronic settlement system acceptable to the Administrative Agent and the Borrower (or, at the Borrower's request, manually) together with a processing and recordation fee of $3,500 (which fee may be waived or reduced in the sole discretion of the Administrative Agent); provided that only one such fee shall be payable in the case of contemporaneous assignments to or by two or more related Approved Funds; and

(C) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire and all applicable tax forms; provided that the provisions of this clause (ii) shall not apply to an assignment to Holdings or a Subsidiary of the Borrower in connection with a purchase of Loans pursuant to Section 2.5(d).

For the purposes of this Section 9.6, "Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) (i) an entity or an Affiliate of an entity that administers or manages a Lender or (ii) an entity or an Affiliate of an entity that is the investment advisor to a Lender. Notwithstanding the foregoing, no Lender shall be permitted to make assignments under this Agreement to any Disqualified Institutions.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) below, from and after the effective date specified in each Assignment and Assumption the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and

Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be subject to the obligations under and entitled to the benefits of Sections 2.10 and 9.5). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.6 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section 9.6 (and will be required to comply therewith).

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the principal amount of the Loans owing to each Lender pursuant to the terms hereof from time to time (the "Register"). Holdings, the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement (and the entries in the Register shall be conclusive absent demonstrable error for such purposes), notwithstanding notice to the contrary. The Register shall be available for inspection by Holdings, the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Assignee, the Assignee's completed administrative questionnaire (unless the Assignee shall already be a Lender hereunder) and all applicable tax forms, the processing and recordation fee referred to in paragraph (b) of this Section 9.6 and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and promptly record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) (i) Any Lender may, without the consent of the Borrower or the Administrative Agent, in compliance with applicable law, sell participations (other than to any Disqualified Institution) to one or more banks or other entities (a "Participant"), in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1) requires the consent of each Lender directly and adversely affected thereby pursuant to the proviso to the second sentence of Section 9.1 and (2) directly affects such Participant. Subject to paragraph (c)(ii) of this Section 9.6, the Borrower agrees that each Participant shall be entitled to the benefits of Section 2.10 (if such Participant agrees to have related obligations thereunder) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 9.6. Notwithstanding the foregoing, no Lender shall be permitted to sell participations under this Agreement to any Disqualified Institutions.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.10 than the applicable Lender would have been entitled to receive with respect to the participation

sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent to such greater amounts. No Participant shall be entitled to the benefits of Section 2.10 unless such Participant complies with Section 2.10(d) or (e), as (and to the extent) applicable, as if such Participant were a Lender.

(d) Any Lender may, without the consent of or notice to the Administrative Agent or the Borrower, at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 9.6 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto.

(e) The Borrower, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring the same (in the case of an assignment, following surrender by the assigning Lender of all Notes representing its assigned interests).

(f) The Borrower may prohibit any assignment if it would require the Borrower to make any filing with any Governmental Authority or qualify any Loan or Note under the laws of any jurisdiction and the Borrower shall be entitled to request and receive such information and assurances as it may reasonably request from any Lender or any Assignee to determine whether any such filing or qualification is required or whether any assignment is otherwise in accordance with applicable law.

(g) Notwithstanding anything to the contrary contained herein, other than pursuant to Section 2.5(d), none of Holdings, the Borrower or any of its Subsidiaries may acquire by assignment, participation or otherwise any right to or interest in any of the Commitments or Loans hereunder (and any such attempted acquisition shall be null and void).

9.7 Adjustments; Set-off. (a) Except to the extent that this Agreement provides for payments to be allocated to a particular Lender, if any Lender (a "Benefited Lender") shall at any time receive any payment of all or part of the Obligations owing to it, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by setoff, pursuant to events or proceedings of the nature referred to in Section 7.1(f), or otherwise) in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of such other Lender's Obligations, such Benefited Lender shall purchase for cash from the other Lenders a participating interest in such portion of each such other Lender's Obligations, or shall provide such other Lenders with the benefits of any such collateral, as shall be necessary to cause such Benefited Lender to share the excess payment or benefits of such collateral ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(b) In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right, without prior notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, upon any amount becoming due and payable by the Borrower hereunder (whether at the stated maturity, by acceleration or otherwise) after the expiration of any cure or grace periods, to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final but excluding trust accounts), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any affiliate, branch or agency thereof to or for the credit or the account of the Borrower. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such setoff and application made

by such Lender; provided that the failure to give such notice shall not affect the validity of such setoff and application.

9.8 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (i.e. "pdf") transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

9.9 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9.10 Integration. This Agreement and the other Loan Documents represent the entire agreement of Holdings, the Borrower, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof.

9.11 **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.**

9.12 Submission to Jurisdiction; Waivers. Each of Holdings and the Borrower hereby irrevocably and unconditionally:

(a) submits for itself and its Property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to it at its address set forth in Section 9.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 9.12 any special, exemplary, punitive or consequential damages.

9.13 Acknowledgments. Each of Holdings and the Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) neither the Agents nor any Lender has any fiduciary relationship with or duty to either of Holdings or the Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Agents and Lenders, on one hand, and Holdings and the Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among Holdings, the Borrower and the Lenders.

9.14 Confidentiality. The Agents and the Lenders agree to treat any and all information, regardless of the medium or form of communication, that is disclosed, provided or furnished, directly or indirectly, by or on behalf of Holdings or any of its affiliates in connection with this Agreement or the transactions contemplated hereby whether furnished before or after the Closing Date ("Confidential Information"), strictly confidential and not to use Confidential Information for any purpose other than evaluating the Merger Transactions and negotiating, making available, syndicating and administering this Agreement (the "Agreed Purposes"). Without limiting the foregoing, each Agent and each Lender agrees to treat any and all Confidential Information with adequate means to preserve its confidentiality, and each Agent and each Lender agrees not to disclose Confidential Information, at any time, in any manner whatsoever, directly or indirectly, to any other Person whomsoever, except (1) to its directors, officers, employees, counsel, advisors, trustees, affiliates and other representatives (collectively, the "Representatives"), to the extent necessary to permit such Representatives to assist in connection with the Agreed Purposes (it being understood that the Representatives to whom such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such Confidential Information confidential), (2) to any pledgee referred to in Section 9.6(d) and prospective Lenders and participants in connection with the syndication (including secondary trading) of the Facility and Loans hereunder, in each case who are informed of the confidential nature of the information and agree to observe and be bound by standard confidentiality terms, (3) upon the request or demand of any Governmental Authority having or purporting to have jurisdiction over it, (4) in response to any order of any Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, (5) to the extent reasonably required or necessary, in connection with any litigation or similar proceeding relating to the Facility, (6) that has been publicly disclosed other than in breach of this Section 9.14, (7) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender or in connection with examinations or audits of such Lender or (8) to the extent reasonably required or necessary, in connection with the exercise of any remedy under the Loan Documents. Each Agent and each Lender acknowledges that (i) Confidential Information includes information that is not otherwise publicly available and that such non-public information may constitute confidential business information which is proprietary to the Borrower and (ii) the Borrower has advised the Agents and the Lenders that it is relying on the Confidential Information for its success and would not disclose the Confidential Information to the Agents and the Lenders without

the confidentiality provisions of this Agreement. All information, including requests for waivers and amendments, furnished by the Borrower or the Administrative Agent pursuant to, or in the course of administering, this Agreement will be syndicate-level information, which may contain material non-public information about the Borrower and its Affiliates and their related parties or their respective securities. Accordingly, each Lender represents to the Borrower and the Administrative Agent that it has identified in its administrative questionnaire a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law, including Federal and state securities laws.

9.15 Release of Guarantee Obligations. (a) Notwithstanding anything to the contrary contained herein or in any other Loan Document, upon request of the Borrower in connection with any Disposition of Property permitted by the Loan Documents, the Administrative Agent shall (without notice to, or vote or consent of, any Lender, or any affiliate of any Lender that is a party to any Specified Hedge Agreement or contingent or indemnification obligations not then due) take such actions as shall be required to release any Guarantee Obligations under any Loan Document of any Person being Disposed of in such Disposition, to the extent necessary to permit consummation of such Disposition in accordance with the Loan Documents. Any representation, warranty or covenant contained in any Loan Document relating to any such Property so Disposed of (other than Property Disposed of to the Borrower or any of its Restricted Subsidiaries) shall no longer be deemed to be repeated once such Property is so Disposed of.

(b) Notwithstanding anything to the contrary contained herein or any other Loan Document, when all Obligations (other than any contingent or indemnification obligations not then due) have been paid in full, upon request of Holdings or the Borrower, the Administrative Agent shall take such actions as shall be required to release all Guarantee Obligations under any Loan Document, whether or not on the date of such release there may be contingent or indemnification obligations not then due. Any such release of Guarantee Obligations shall be deemed subject to the provision that such Guarantee Obligations shall be reinstated if after such release any portion of any payment in respect of the Obligations guaranteed thereby shall be rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its Property, or otherwise, all as though such payment had not been made.

9.16 Accounting Changes. In the event that any Accounting Change (as defined below) shall occur and such change results in a change in the method of calculation of financial ratios, standards or terms in this Agreement, then the Borrower and the Administrative Agent agree to enter into negotiations in order to amend such provisions of this Agreement so as to equitably reflect such Accounting Changes with the desired result that the criteria for evaluating the Borrower's financial condition shall be the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as such an amendment shall have been executed and delivered by the Borrower, the Administrative Agent and the Required Lenders, all financial ratios, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred. "Accounting Changes" refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC.

9.17 **WAIVERS OF JURY TRIAL. EACH OF HOLDINGS, THE BORROWER, THE AGENTS AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING**

RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

9.18 USA PATRIOT ACT. Each Lender hereby notifies the Loan Parties that pursuant to the requirements of the USA Patriot Act (Title III of Publ. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Loan Parties, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Loan Parties in accordance with the Act.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

EXPLORER INVESTOR CORPORATION,
as Holdings

By: /s/ Ian Fujiyama
Name: Ian Fujiyama
Title: Vice President

EXPLORER MERGER SUB CORPORATION,
as Initial Borrower

By: /s/ Ian Fujiyama
Name: Ian Fujiyama
Title: Vice President

BOOZ ALLEN HAMILTON INC.,
as Surviving Borrower

By: /s/ Ralph Shrader
Name: Ralph Shrader
Title: Chairman and Chief Executive Officer

By: /s/ CG Appleby
Name: CG Appleby
Title: Secretary

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Administrative Agent and a Lender

By: /s/ John D. Toronto
Name: John D. Toronto
Title: Director

By: /s/ Shaheen Malik
Name: Shaheen Malik
Title: Associate

LEHMAN BROTHERS COMMERCIAL BANK,
as a Lender

By: /s/ Darren S. Lane
Name: Darren S. Lane
Title: Operations Officer

SCHEDULES

to

MEZZANINE CREDIT AGREEMENT[1]

among

EXPLORER INVESTOR CORPORATION,

EXPLORER MERGER SUB CORPORATION,
as the Initial Borrower,

BOOZ ALLEN HAMILTON INC.,
as the Surviving Borrower,

The Several Lenders from Time to Time Parties Hereto,

and

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Administrative Agent

Dated as of July 31, 2008

BANC OF AMERICA SECURITIES, LLC,
CREDIT SUISSE SECURITIES (USA) LLC,
and
LEHMAN BROTHERS INC.
as Joint Lead Arrangers and Joint Bookrunners

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1 Capitalized terms used but not defined in this Disclosure Schedule shall have the meanings assigned in the Mezzanine Credit Agreement

Schedule 1.1
to Mezzanine Credit Agreement

Excluded Subsidiaries

Booz Allen Hamilton Intellectual Property Holdings, LLC

Schedule 2.1
to Mezzanine Credit Agreement

Commitments

Lender	Commitment
Credit Suisse	$366,666,666.67
Lehman Brothers Commercial Bank	$183,333,333.33
Total	**$550,000,000.00**

Schedule 3.3
to Mezzanine Credit Agreement

Existence; Compliance with Law

Booz Allen Transportation Inc. is not in good standing due to New York State franchise tax returns missing and franchise tax payments past due for the following periods: 9/30/1989 and 10/31/2002 including 9/30/2002, 9/30/2003 and 3/31/2006 MTA Surcharge Reports.

Schedule 3.4
to Mezzanine Credit Agreement

Consents, Authorizations, Filings and Notices

Government Approvals:

None.

Consents:

None.

Schedule 3.6
to Mezzanine Credit Agreement

Litigation

None.

Schedule 3.8A
to Mezzanine Credit Agreement

Excepted Property

None.

Schedule 3.8B
to Mezzanine Credit Agreement

Owned Real Property

None.

Leased Real Property

OFFICE	ADDRESS	LOCATION	ZIP CODE	Commencement/ Renewal Date	Expiry Date
EXEC SUITE [7]	6565 Americas Parkway, 215 — 218	Albuquerque, NM	87110	12/1/2006, 10/1/2007	9/30/2008
OFFICE	6363 Walker Lane	Alexandria, VA	22301	3/6/2007	7/31/2012
OFFICE	134 National Business Parkway, Suite 100, 200 & 300	Annapolis Junction, MD	20701	5/19/1999	9/30/2009
OFFICE	304 Sentinel Drive	Annapolis Junction, MD	20701	1/1/2006	12/31/2015
OFFICE	2345 Crystal Drive, Suite 913	Arlington, VA	22202	6/1/1994, 4/1/2007	3/31/2011
OFFICE	1530 Wilson Boulevard, Suite 100	Arlington, VA	22209	10/10/2003	10/31/2008
OFFICE	3811 N. Fairfax Drive (10th Fl)	Arlington, VA	22203	11/14/2002	11/30/2009
OFFICE	4001 N. Fairfax Drive, Suite 750	Arlington, VA	22203	10/1/1995	12/31/2010
OFFICE	3811 N. Fairfax Drive, Suite 600 (6th Fl)	Arlington, VA	22203	11/14/2001, 2/20/2007	11/30/2011
OFFICE	1550 Crystal Drive, Suite 1100	Arlington, VA	22202	2/1/1994, 1/1/2007	12/31/2011
DUPLICATE	1550 Crystal Drive, Suite 1205	Arlington, VA	22202	9/1/1998, 1/1/2007	12/31/2011
OFFICE	33 Pervaya Magistralnaya Street, Suite 1002	Astana, Kazakhstan		1/1/2007	12/31/2008
OFFICE [7]	230 Peachtree Street, Suite 2100	Atlanta, GA	30303	7/1/1999, 7/1/2004	6/30/2012

OFFICE	ADDRESS	LOCATION	ZIP CODE	Commencement/ Renewal Date	Expiry Date
APARTMENT [3, 1]	J. Jabbarly Street, 44	Baku, Azerbaijan		9/1/2006	11/30/2008
DIRECT CHARGE — Storage	201 N. Charles Street	Baltimore, MD	21201	6/18/1997, 5/25/2005	M-T-M
OFFICE	201 N. Charles Street, Suite 1201	Baltimore, MD	21201	6/1/1996, 6/6/2007	9/30/2010
OFFICE [7]	4692 Millenium Drive, Suite 200	Belcamp, MD		4/1/2006	3/31/2013
EXPANSION SPACE	4692 Millenium Drive, Suite 300	Belcamp, MD		4/1/2008	3/31/2013
USAID OFFICE	24, Smiljaniceva Street	Belgrade, Serbia		9/1/2006	1st floor: 9/30/2010; 2nd floor: 9/30/2008
USAID OFFICE	17, Dalmatiuska Street	Belgrade, Serbia		3/1/2008	2/28/2011
OFFICE	22 Batterymarch Street, 2nd and 5th Floors	Boston, MA	02109	3/1/2000	2/28/2010
STORAGE	22 Batterymarch Street	Boston, MA	02109	6/15/2000	2/28/2010
EXEC SUITE	35 Corporate Drive, 4th floor	Burlington, MA	1803	8/1/2006, 1/1/2008	12/31/2008
OFFICE	15059 Conference Center Drive, 3rd Floor	Chantilly, VA	22021	4/1/2001, 4/1/2008	3/31/2013
OFFICE	Ashley Center, 4401 Belle Oaks Drive, Suite 310	Charleston, SC	29405	9/1/2002, 9/1/2007	8/31/2012
OFFICE	1001 Research Park Blvd, Suite 300	Charlottesville, VA	22911	2/12/2007	2/28/2012
DIRECT CHARGE [1]	1450 Academy Park Loop, 2nd Floor	Colorado Springs, CO	80910	12/15/2004, 10/1/2007	8/31/2008
OFFICE	121 South Tejon Street (Plaza of the Rockies) (9th fl)	Colorado Springs, CO	80910	10/28/2002, 5/1/2004	4/30/2009
DUPLICATE	121 South Tejon Street (Plaza of the Rockies) 11th Fl	Colorado Springs, CO	80910	12/18/2006	12/31/2011
DUPLICATE	121 South Tejon Street (Plaza of the Rockies) (10th fl)	Colorado Springs, CO	80910	10/1/2003	5/31/2014
DIRECT CHARGE / License Agreement	1050 North Newport Drive	Colorado Springs, CO	80916	9/1/2007	M-T-M

OFFICE	ADDRESS	LOCATION	ZIP CODE	Commencement/ Renewal Date	Expiry Date
OFFICE [1]	1900 Founders Drive, Suite 300	Dayton, OH (Kettering)	45420	12/1/2002, 2/1/2008	11/30/2012
Direct Charge	17286 Dumfries Road	Dumfries, VA	22026	9/1/2006	M-T-M
EXECUTIVE SUITE	2530 Meridian Parkway	Durham, NC	27713	5/13/2008	9/30/2008
OFFICE	151 Industrial Way East	Eatontown, NJ	07724	7/9/1993, 5/1/2004	4/30/2009
DUPLICATE	151 Industrial Way East, Building C	Eatontown, NJ	07724	10/20/2006	4/30/2009
DIRECT CHARGE / License Agreement [5]	2350 E. El Segundo Boulevard	El Segundo, CA	90245	10/1/2004, 10/1/2007	9/30/2010
OFFICE [1]	5201 Leesburg Pike, Suite 400	Falls Church, VA	22041	4/1/1998, 4/1/2002, 4/1/2007	6/30/2009
DIRECT CHARGE — Storage	Skyline 3, 5201 Leesburg Pike	Falls Church, VA	22041	9/1/2001	6/14/2009
DIRECT CHARGE — Storage	Skyline 5, 5111 Leesburg Pike, B100	Falls Church, VA	22041	9/1/2001	6/14/2009
OFFICE	5205 Leesburg Pike, Suite 402	Falls Church, VA	22041	1/1/2001	12/31/2010
EXECUTIVE SUITE	5235 Westview Drive, Suite 100	Frederick, MD	21073	7/14/2008	7/31/2009
OFFICE	5299 DTC Boulevard, Suite 410	Greenwood Village, CO	80111	9/22/1997, 10/1/2007	9/30/2010
OFFICE [1]	1331 Ashton Road, Ste C&E	Hanover, MD	21076	10/15/1998, 10/1/2007	9/30/2008
OFFICE	13200 Woodland Park Road	Herndon, VA	20171	7/19/2004	12/31/2015
DUPLICATE [1, 2]	737 Bishop Street, Suite 2800, Mauka Tower	Honolulu, HI	96813	8/7/2000, 4/22/2003, 6/6/2008	8/31/2009
OFFICE	733 Bishop Street, Suite 3000, Makai Tower	Honolulu, HI	96813	3/1/2005	8/31/2009
OFFICE	2525 Bay Area Boulevard, Suite 290	Houston, TX	77058	4/1/1992, 4/1/2008	8/31/2008 (negotiating 1-yr. extension)

OFFICE	ADDRESS	LOCATION	ZIP CODE	Commencement/ Renewal Date	Expiry Date
OFFICE[9]	2625 Bay Area Boulevard, Suite 550	Houston, TX	77058	4/1/2007, 4/1/2008	8/31/2008
OFFICE	Cummings Research Park, Suite 200, 6703 Odyssey Drive	Huntsville, AL	35806	10/24/2003, 2/1/2007	1/31/2012
EXEC SUITE	8888 Keystone Crossing, Suite 1300	Indianapolis, IN	46240	9/1/2006, 6/14/2007	7/31/2009
OFFICE	7th Floor, Menara BDN, JI. M.H. Thamrin No. 5, Jakarta Pusat	Jakarta, Indonesia	10340	12/1/2006	9/30/2009
OFFICE	1 Pasquerilla Plaza, Suite 128	Johnstown, PA	15901	10/15/2005	10/31/2010
EXEC SUITE	2300 Main Street, Suite 900	Kansas City, MO	64108	2/1/2007, 2/1/2008	1/31/2009
OFFICE	12B/V Igorivska Street, 5th Floor	Kiev, Ukraine		4/1/2007	12/9/2008
OFFICE	9500 Hillwood Drive, Suite 140	Las Vegas, NV	89134	4/13/2004, 5/1/2007	4/30/2010
OFFICE [7]	The Abernathy Bldg., 1122 North Second St.	Leavenworth, KS	66048	7/1/2001, 7/22/2005, 9/1/2007	7/31/2010
OFFICE	46950 Bradley Blvd	Lexington Park, MD	20653	10/1/1991	9/30/2008
DUPLICATE	46950 Bradley Blvd, Building #2	Lexington Park, MD	20653	12/1/1998	9/30/2008
TEMP OFFICE	46610 Expedition Drive, Suite 100	Lexington Park, MD	20653	9/15/2006	9/30/2008
Sublease 1 office	46610 Expedition Drive, Suite 101	Lexington Park, MD	20653	1/1/2007	M-T-M
DUPLICATE	900 Elk Ridge Landing Road, Airport Square II	Linthicum, MD	21090	8/26/1996	9/30/2008
OFFICE	900 Elk Ridge Landing Road, Airport Square II	Linthicum, MD	21090	9/1/2003	9/30/2008
OFFICE	515 S. Flower Street, 36th Floor (REGUS)	Los Angeles, CA	90071	4/15/08	4/30/2009
DUPLICATE	5220 Pacific Concourse Drive, Suite 390	Los Angeles, CA	90045	9/28/92, 10/1/07	7/31/2009
OFFICE	5220 Pacific Concourse Drive, 2nd Floor	Los Angeles, CA	90045	7/13/04	7/31/2009
OFFICE	8281 Greensboro Drive	McLean, VA	22102	1/1/1992	12/31/2010
OFFICE	8251 Greensboro Drive	McLean, VA	22102	6/4/1993	12/31/2010
DUPLICATE	8251 Greensboro Drive	McLean, VA	22102	5/1/2004	12/31/2010
OFFICE	8283 Greensboro Drive	McLean, VA	22102	1/21/1996	1/31/2011

OFFICE	ADDRESS	LOCATION	ZIP CODE	Commencement/ Renewal Date	Expiry Date
OFFICE	8285 Greensboro Drive	McLean, VA	22102	1/2/2000	1/31/2012
OFFICE	8255 Greensboro Drive	McLean, VA	22102	4/2/2002	6/30/2014
EXEC SUITE	6767 N. Wickham Road, Suite A-401	Melbourne, FL	32940	07/12/05	12/31/2008
EXEC SUITE	5201 Blue Lagoon Drive, 9th Floor	Miami, FL	33126	7/1/2006	6/30/2009
EXEC SUITE	2501 Liberty Parkway, Suite 200	Midwest City, OK	73110	8/1/2007	7/31/2009
OFFICE	430 Davis Drive, Suite 150	Morrisville, NC	27560	3/1/2005	5/31/2010
OFFICE	Office 28, Building 1, Entrance 3 House 7/5, Bol'shaya Dmitrovka Street	Moscow, Russia	12	4/1/2004	3/31/2009
OFFICE1, 2	111 Veterans Boulevard, Suite 230	New Orleans, LA	70005	3/31/2002, 3/21/2007	3/31/2009
OFFICE	Three Gateway Center, Suite 1625,100 Mulberry Street	Newark, NJ	07102	6/20/1996, 7/1/2006	6/30/2009
OFFICE	221 Third Street, 6th Floor, Admiral's Gate Tower	Newport, RI	02840	11/1/1998, 11/1/2007	10/31/2010
OFFICE	Twin Oaks II, 5800 Lake Wright Drive — 1st, 3rd, 4th floors	Norfolk, VA	23502	4/1/2002	4/30/2010
DIRECT CHARGE1 or 6	39555 Orchard Hill Place, Suite 600	Novi, MI	48375	10/1/2007	7/31/2008
OFFICE 4	1003 E. Wesley Drive, Suite C	O'Fallon, IL	62269	12/6/2007	12/5/2012
OFFICE 1	1299 Farnam Street, Suite 1230	Omaha, NE	68102	4/1/2003 4/15/2008	6/30/2010
OFFICE	6825 Pine Street, Suite 358	Omaha, NE	68106	8/29/07	8/28/2012
EXEC SUITE	333 City Boulevard West — 17th Floor	Orange, CA	92868	10/1/2005, 4/1/2007	6/30/2008
OFFICE	13501 Ingenuity Drive, Suite 228, One Resource Square	Orlando, FL	32826	12/1/1999, 6/1/2004	11/30/2009
OFFICE	6710 Oxon Hill Road	Oxon Hill, MD	20745	5/7/2008	5/6/2013
OFFICE	220 West Garden Street, Suite 600	Pensacola, FL	32502	3/28/2005	1/31/2011

OFFICE	ADDRESS	LOCATION	ZIP CODE	Commencement/ Renewal Date	Expiry Date
OFFICE	1818 Market Street, 27th Floor	Philadelphia, PA	19103	11/8/1999, 11/1/2004	3/31/2010
DIRECT CHARGE	Pueblo Union Depot, 104 West B Street	Pueblo, CO	81003	11/7/2005, 1/1/2008	12/31/2008
LICENSE AGREEMENT (for one person in ACWA Public Outreach Office)	104 West B Street	Pueblo, CO	81003	11/7/2005	M-T-M
OFFICE	1003-D N. Wilson Road	Radcliff, KY	40160	12/1/2006	11/30/2009
DIRECT CHARGE	1000 Commercial Drive, Suite #2	Richmond, KY	40475	1/5/2006	12/31/2008
License Agreement	900 E North Heritage Drive, Suite 1	Ridgcrest, CA	93555	12/1/2006	2/29/2009
OFFICE	Rock Island Arsenal, Building 62, Ground Floor, West Wing	Rock Island, IL	61299	4/27/2007	7/31/2008
OFFICE 6	12345 Parklawn Drive	Rockville, MD	20852	10/2/1998, 8/1/2006	7/31/2008
OFFICE 6	6010 Executive Blvd	Rockville, MD	20852	5/14/1999, 6/1/2001, 8/1/2006	7/31/2008
OFFICE 4, 2	One Preserve Parkway, 2600 Tower Oaks Blvd.	Rockville, MD	20852	2/15/08	10/31/2015
OFFICE	1101 Wootton Parkway, Suite 800	Rockville, MD	20852	3/15/2003	3/31/2013
OFFICE	500 Avery Lane	Rome, NY	13421	7/1/2008	6/30/2013
OFFICE	201 South Main Street, Suite 950	Salt Lake City, UT	84111	5/10/2005	6/30/2010
OFFICE	4241 Piedras Drive East, Suite 165	San Antonio, TX	78228	9/1/2001, 1/13/2005	1/12/2010
OFFICE	700 N. St. Mary’s St., Suite 700 (Riverwalk Plaza)	San Antonio, TX	78205	10/28/2002	7/31/2011
DUPLICATE	1615 Murray Canyon, Suite 900	San Diego, CA	92108	2/17/2004	5/31/2009
DUPLICATE	1615 Murray Canyon, Suite 140 & 615	San Diego, CA	92108	7/20/2006	7/31/2011
DUPLICATE	1615 Murray Canyon, Suite 800 (w/1010 &300)	San Diego, CA	92108	9/1/1996, 1/12/2006	5/31/2012
DUPLICATE	1615 Murray Canyon, Suite 1010 (w/800 & 300	San Diego, CA	92108	12/16/98, 1/12/2006	5/31/2012

OFFICE	ADDRESS	LOCATION	ZIP CODE	Commencement/ Renewal Date	Expiry Date
DUPLICATE	1615 Murray Canyon, Suite 300 (w/800 & 1010)	San Diego, CA	92108	6/10/2000, 1/12/2006	5/31/2012
OFFICE	3201 Airpark Drive, Suite 202	Santa Maria, CA	93455	3/1/2002, 5/12/2007	5/11/2010
OFFICE	101 California Street, Suite 3300	San Francisco, CA	94111-5855	12/15/1994	1/21/2014
EXEC SUITE	1990 Main Street, Suite 737, 739, 741 & 748	Sarasota, FL	34236	2/1/2008	1/31/2009
EXEC SUITE [4]	720 Olive Way, Suite 1250	Seattle, WA	98101	9/1/2007	8/31/2012
License Agreement	500 N. Garden Avenue, 1B	Sierra Vista, AZ	85635	11/1/2007	10/31/2008
OFFICE [4]	2/4 Nikola Vapcarov St	Skopje, Macedonia		11/20/2006	9/28/2011
OFFICE	25 Center Street, Suite 103	Stafford, VA	22556	7/16/2001, 8/1/2006	7/31/2011
DIRECT CHARGE	385 Moffett Park Drive, Suite 200	Sunnyvale, CA	94089	6/1/2005	5/31/2010
OFFICE	4890 W. Kennedy Boulevard, Suite 400, 475	Tampa, FL	33609	12/1/1992, 10/1/2006	9/30/2009
EXEC SUITE	7 Bambis Rigi St.	Tbilisi, Georgia	0105	4/20/2006	1/20/2009
OFFICE [4]	2900 100 Street	Urbandale, IA	50322	3/26/2007	3/31/2012
EXEC SUITE1	308 N. Davis Drive, Suite 120	Warner Robins, Georgia	31088	5/1/2007, 10/31/2007, [To be fully executed]	4/30/2009
SUBLEASE	East Columbia Square, 555 13th Street N.W., Suite 480	Washington, DC	20004	5/1/1998, 1/1/2006	2/28/2009
SUBLEASE	700 13th Street, N.W.	Washington, DC	20005	8/22/2003	1/31/2012 (lease) 1/30/2012 (sublease)
OFFICE	1201 M Street, S.E., Suite 220	Washington, DC	20003	11/12/2001, 12/1/2006	11/30/2009
OFFICE	955 L'Enfant Plaza North, S.W. Suite 5300	Washington, DC	20024	11/19/2004	11/30/2009
DIRECT CHARGE	One Technology Drive, 2nd Floor	Westborough, MA	01581	4/19/2007	4/27/2010

OFFICE	ADDRESS	LOCATION	ZIP CODE	Commencement/ Renewal Date	Expiry Date
OFFICE	Dragon Hill Lodge, Bldg 40508, South Post, Yongson	Seoul, South Korea		4/1/08	3/31/09

Note: 1: Lease Renewal/Extension; 2: Waiting for signed Lease; 3: Mail Drop or Apartment; 4: New Office; 5: Temp Office; 6: Closing Office; 7: Expansion; 8: Renovation; 9: Relocating

Schedule 3.14
to Mezzanine Credit Agreement

Subsidiaries

(a) Subsidiaries — All Subsidiaries, other than Booz Allen Hamilton Intellectual Property Holdings, LLC, are restricted on the Closing Date.

Entity	Jurisdiction of Incorporation	Parent	Class of Equity Interest	Percent Held
Aestix, Inc.	Delaware	Booz Allen Hamilton Inc.	Common Stock Preferred Stock	100% 100%
ASE, Inc.	Delaware	Booz Allen Hamilton Inc.	Common Stock	100%
Booz Allen Hamilton Intellectual Property Holdings, LLC	Delaware	Booz Allen Hamilton Inc.	Class A Member Interest	100% of Class A Member Interests
Booz Allen Transportation Inc.	New York	Booz Allen Hamilton Inc.	Common Stock	100%
Aestix (UK) Ltd.	United Kingdom	Aestix, Inc.	Ordinary Shares	100%

(b) Outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to officers, employees or directors and directors' qualifying shares) of any nature relating to any Capital Stock the Borrower or any of its Restricted Subsidiaries:

None.

Schedule 5.10
to Mezzanine Credit Agreement

Post-Closing Undertakings

Evidence that Booz Allen Transportation Inc. is in good standing with the New York State Department of Taxation and Finance to be delivered to Administrative Agent no later than 60 days following the Closing Date.

Schedule 6.2(d)
to Mezzanine Credit Agreement

Existing Indebtedness

Outstanding Letters of Credit

Issuing Lender	Reference #	Beneficiary	Issue Date	Expiry Date	Currency	USD Amount
Citibank	NY-61640142 Lease	Citibank International (London)—Moscow Lease	04/19/05	10/31/09	USD	$ 62,675.00
Citibank	NY-63661500 Bid Bond	Citibank, Romania—Ministry fro Small and Medium Size Enterprises	04/23/08	Expires Citibank Romania 12/30/08; Expires Citibank New York 01/31/09	LEI	$ 7,094.23
Citibank	NY-61667052 Performance	Citibank UAE—GHQ Armed Forces	07/05/07	Expires Citibank UAE 07/31/17; Expires Citibank New York 08/31/17	AED	$ 82,719.00
Citibank	NY-61671197 Performance	Citibank Egypt—Fast Missile Craft	12/11/07	10/01/08	USD	$150,000.00
JP Morgan Chase Manhattan Bank	T-247850 Financial	ACE—Workers' Comp Guarantee	04/28/04	Open-Ended	USD	$845,585.00

Schedule 6.3(f)
to Mezzanine Credit Agreement

Existing Liens

Debtor	Jurisdiction	Filing	Secured Party	Collateral	Original File Date	Original File No.
Booz Allen Hamilton Inc.	Delaware Secretary of State	UCC Continuation	BLC Corporation	Leased equipment	02/09/06	60494369
Booz Allen Hamilton Inc.	Delaware Secretary of State	UCC Continuation	BLC Corporation	Leased equipment	01/03/07	70024322
Booz Allen Hamilton Inc.	Delaware Secretary of State	UCC Continuation	Financial Leasing Corporation	Leased equipment	01/03/07	70024199
Booz Allen Hamilton Inc.	Delaware Secretary of State	UCC Continuation	BLC Corporation	Leased equipment	09/18/07	73516696
Booz Allen Hamilton Inc.	Delaware Secretary of State	UCC-1	McGrath Rentcorp and TRS-Rentelco	Leased equipment	07/11/08	20082384954

Liens of Booz Allen Transportation Inc. arising from New York State franchise tax returns missing and franchise tax payments past due for the following periods: 9/30/1989 and 10/31/2002 including 9/30/2002, 9/30/2003 and 3/31/2006 MTA Surcharge Reports.

The patent application for “Apparatus, method and computer readable medium for evaluating a network of entities and assets” has not yet been assigned to Booz Allen Hamilton Inc. An assignment to Booz Allen Hamilton Inc. will be filed within 30 days after the date hereof.

Schedule 6.7
to Mezzanine Credit Agreement

Existing Investments

Wholly-Owned Unrestricted Subsidiaries: Booz Allen Hamilton Intellectual Property Holdings, LLC

Fee for Equity:

Company Name	Cost Basis	Reserve	Net Asset Value	Class of Equity Interests	Number of Interests
Vocatus	$ 152,722.80	(152,722.80)	$0	Undetermined	5,916.00
Dotphone Company	$ 66,960.60	(66,960.60)	$0	B Ordinary	26,100.00
Sharemax I (1)	$ 629,615.10	(629,615.10)	$0	Common Stock 5/22/00	251,776.80
				Series C Preferred 1/29/01	2,037,598.20
				Common Stock 1/31/01	283,248.90
				Common Stock 1/31/01	509,399.40
				Series C Preferred 1/31/01	5,784,061.80
Sharemax II	$ 161,040.00	(161,040.00)	$0	See above	
Sharemax PH II	$ 270,000.00	(270,000.00)	$0	See above	
Greyhound	$ 300,523.20	(300,523.20)	$0	Preferred Stock	226,752.60
Transportmax (2)	$1,500,000.00	(1,500,000.00)	$0	N.A.	N.A.
Clearforest	$ 59,441.40	(59,441.40)	$0	Series B3 Preferred	56,341.80
Daleen	$ 8,949.60	(8,949.60)	$0	Options on Common Stock Expires 2/9/2010	1,800.00
Schema	$ 36,405.00	(36,405.00)	$0	Ordinary Shares	10,638.00
Quentra	$ 75,000.00	(75,000.00)	$0	Common Stock	11,242.50
Oceanconnect	$ 180,661.50	(180,661.50)	$0	Common Stock	60,000.00
Cci (Convergence Communications, Inc.)	$ 36,000.00	(36,000.00)	$0		
Eutex	$ 409,257.60	(409,257.60)	$0	Common Stock	5,638.50
Eyematic PH I and II	$ 142,070.40	(142,070.40)	$0	Series C Preferred	70,406.70
				Warrants (Expiry 5/20/2012 or five years after IPO)	34,265.70

Minority Equity:

Company Name	Cost Basis	Reserve	Net Asset Value	Class of Equity Interests	Number of Interests
Panthea	$1,205,920	$(1,080,000)	$125,920	Series A	228,021.00
				Series B	443,979.00
Logispring	$ 851,281	$ 0	$851,281	Preferred B Shares	7.50
				Common B Shares	1,500.00

(1) Shares represent amounts for all Sharemax tranches

(2) Not Applicable — Not a Minority Equity Stake

EXECUTION COPY
EXHIBIT A

FORM OF GUARANTEE AGREEMENT

GUARANTEE AGREEMENT

among

EXPLORER INVESTOR CORPORATION,
EXPLORER MERGER SUB CORPORATION,
as the Initial Borrower,
BOOZ ALLEN HAMILTON INC.,
as the Surviving Borrower,

and the Subsidiary Guarantors party hereto

and

CREDIT SUISSE,
as Administrative Agent

Dated as of ____ __, 20__

TABLE OF CONTENTS

ANNEXES

Annex I Assumption Agreement

GUARANTEE AGREEMENT

GUARANTEE AGREEMENT, dated as of ____ __, 20___, among Explorer Investor Corporation, a Delaware corporation ("Holdings"), Explorer Merger Sub Corporation, a Delaware corporation (the "Initial Borrower"), Booz Allen Hamilton Inc., a Delaware corporation into which the Initial Borrower shall be merged ("Booz Allen" or the "Surviving Borrower"), the Subsidiaries of the Surviving Borrower listed on Schedule 1 hereto, and Credit Suisse, as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Mezzanine Credit Agreement, dated as of July 31, 2008 (as amended, supplemented or otherwise modified from time to time, the "Mezzanine Credit Agreement"), among Holdings, the Initial Borrower, Booz Allen, the Lenders, Credit Suisse, as Administrative Agent, Credit Suisse Securities (USA) LLC, Banc of America Securities LLC, and Lehman Brothers Inc., as Joint Lead Arrangers and Joint Bookrunners.

W I T N E S S E T H:

WHEREAS, pursuant to the Mezzanine Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower (as defined below) upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each Guarantor (as defined below);

WHEREAS, the proceeds of the extensions of credit under the Mezzanine Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the Guarantors in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the Guarantors are engaged in related businesses, and each Guarantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Mezzanine Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Mezzanine Credit Agreement that the Guarantors shall have executed and delivered this Agreement to the Administrative Agent;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Mezzanine Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Guarantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Mezzanine Credit Agreement and used herein shall have the meanings given to them in the Mezzanine Credit Agreement.

(b) The following terms shall have the following meanings:

"Agreement": this Guarantee Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Borrower": (a) at any time prior to the consummation of the Merger Transactions, the Initial Borrower and (b) upon and at any time after the consummation of the Merger Transactions, the Surviving Borrower.

"Borrower Obligations": the collective reference to the unpaid principal of and interest on the Loans and all other obligations and liabilities of the Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Mezzanine Credit Agreement after the maturity of the Loans and interest accruing at the then applicable rate provided in the Mezzanine Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed or allowable in such proceeding) to the Administrative Agent or any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, in each case, which may arise under, out of, or in connection with, the Mezzanine Credit Agreement, this Agreement, the other Loan Documents or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by the Borrower pursuant to the terms of any of the foregoing agreements).

"Guarantor Obligations": with respect to any Guarantor, all obligations and liabilities of such Guarantor which may arise under or in connection with this Agreement (including, without limitation, Section 2) or any other Loan Document to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by such Guarantor pursuant to the terms of this Agreement or any other Loan Document).

"Guarantors": the collective reference to Holdings and the Subsidiary Guarantors that may become a party hereto as provided herein.

"Obligations": (i) in the case of the Borrower, the Borrower Obligations and (ii) in the case of each Guarantor, its Guarantor Obligations.

"Subsidiary Guarantors": the Subsidiaries of the Borrower listed on Schedule 1 hereto and any other Subsidiary of the Borrower that may become a party hereto as provided herein.

1.2 Other Definitional Provisions. (a)The words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

SECTION 2. GUARANTEE

2.1 Guarantee.

(a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent for the ratable benefit of the Administrative Agent, the Lenders and their respective permitted successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Borrower Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Administrative Agent or any Lender hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until all the Borrower Obligations and the obligations of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by payment in full (other than contingent or indemnification obligations not then due) and the Commitments shall have been terminated, notwithstanding that from time to time during the term of the Mezzanine Credit Agreement the Borrower may be free from any Borrower Obligations, provided that any Guarantor shall be released from its guarantee contained in this Section 2 as provided in Section 6.15.

(e) No payment (other than payment in full) made by the Borrower, any of the Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent or any Lender from the Borrower, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations), remain liable for the Borrower Obligations up to the maximum liability of such Guarantor hereunder until the Borrower Obligations shall have been paid in full (other than contingent or indemnification obligations not then due) and the Commitments shall have been terminated, provided that any Guarantor shall be released from its guarantee contained in this Section 2 as provided in Section 6.15.

2.2 Right of Contribution. Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Guarantor to the Administrative Agent and the Lenders, and each Guarantor shall remain liable to the Administrative Agent and the Lenders for the full amount guaranteed by such Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Administrative Agent or any Lender, no Guarantor shall be entitled to be subrogated to any of the rights of the Administrative Agent or any Lender against the Borrower or any other Guarantor or any collateral security or guarantee or right of offset held by the

Administrative Agent or any Lender for the payment of the Borrower Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from the Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Administrative Agent and the Lenders by the Borrower on account of the Borrower Obligations shall have been paid in full (other than contingent or indemnification obligations not then due) and the Commitments shall have been terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of such Borrower Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Administrative Agent, if required), to be applied against the Borrower Obligations, whether matured or unmatured, in such order as the Administrative Agent may determine.

2.4 Amendments, etc. with respect to the Borrower Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Borrower Obligations made by the Administrative Agent or any Lender may be rescinded by the Administrative Agent or such Lender and any of the Borrower Obligations continued, and the Borrower Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any Lender, and the Mezzanine Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Required Lenders, or the Supermajority Lenders, or all Lenders, or all Lenders directly affected thereby, as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of set-off at any time held by the Administrative Agent or any Lender for the payment of the Borrower Obligations may be sold, exchanged, waived, surrendered or released.

2.5 Guarantee Absolute and Unconditional. Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations and notice of or proof of reliance by the Administrative Agent or any Lender upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Borrower Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between the Borrower and any of the Guarantors, on the one hand, with respect to the Loan Documents and the Administrative Agent and the Lenders, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Borrower or any of the Guarantors with respect to the Borrower Obligations. Each Guarantor understands and agrees that the guarantee of such Guarantor contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Mezzanine Credit Agreement or any other Loan Document, any of the Borrower Obligations or any collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any Lender, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Borrower or any other Person against the Administrative Agent or any Lender, or (c) any other circumstance whatsoever (other than a defense of payment or performance) (with or without notice to or knowledge of the Borrower or any Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower from the Borrower Obligations, or of such Guarantor under the guarantee of such Guarantor contained in this Section 2, in bankruptcy or in any

other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Administrative Agent or any Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Borrower Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from the Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent or any Lender against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim at the Funding Office.

SECTION 3. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Mezzanine Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower, each Guarantor hereby represents and warrants to each of the Administrative Agent and each other Lender that:

3.1 Representations in Mezzanine Credit Agreement. In the case of each Guarantor, the representations and warranties set forth in Section 3 of the Mezzanine Credit Agreement to the extent they refer to such Guarantor or to the Loan Documents to which such Guarantor is a party, each of which is hereby incorporated herein by reference, are true and correct in all material respects, and each of the Administrative Agent and each other Lender shall be entitled to rely on each of them as if they were fully set forth herein; provided that each reference in each such representation and warranty to the Borrower's knowledge shall, for the purposes of this Section 3.1, be deemed to be a reference to such Guarantor's knowledge.

SECTION 4. COVENANTS

Each Guarantor covenants and agrees with the Administrative Agent and the other Lenders that, from and after the date of this Agreement until the Obligations shall have been paid in full (other than contingent and indemnification obligations not yet due and owing) and the Commitments shall have been terminated:

4.1 Covenants in Mezzanine Credit Agreement. In the case of each Guarantor, to the extent applicable, such Guarantor shall take, or shall refrain from taking, as the case may be, each action that is necessary to be taken or not taken, as the case may be, so that no Default or Event of Default is caused by the failure to take such action or to refrain from taking such action by such Guarantor or any of its Subsidiaries.

SECTION 5. REMEDIAL PROVISIONS

5.1 Application of Proceeds. If an Event of Default shall have occurred and be continuing and the Loans shall have been accelerated pursuant to Section 7 of the Mezzanine Credit Agreement, at any time at the Administrative Agent's election, the Administrative Agent may apply any proceeds of the guarantee set forth in Section 2 in payment of the Obligations, and shall make any such application in the following order:

First, to pay incurred and unpaid reasonable, out-of-pocket fees and expenses of the Agents under the Loan Documents;

Second, to the Administrative Agent, for application by it towards payment of amounts then due and owing and remaining unpaid in respect of the Obligations, pro rata among the Lenders according to the amounts of the Obligations then due and owing and remaining unpaid to each of them; and

Third, any balance of such proceeds remaining after the Obligations shall have been paid in full (other than contingent or indemnification obligations not then due) and the Commitments shall have been terminated, shall be paid over to the Borrower or to whomsoever shall be lawfully entitled to receive the same.

SECTION 6. MISCELLANEOUS

6.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 9.1 of the Mezzanine Credit Agreement.

6.2 Notices. All notices, requests and demands to or upon the Administrative Agent or any Guarantor hereunder shall be effected in the manner provided for in Section 9.2 of the Mezzanine Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 2 or at such other address pursuant to notice given in accordance with Section 9.2 of the Mezzanine Credit Agreement.

6.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 6.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Lender would

otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

6.4 Enforcement Expenses; Indemnification. Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all out-of-pocket liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Borrower would be required to do so pursuant to Section 9.5 of the Mezzanine Credit Agreement. The agreements in this Section 6.4 shall survive repayment of the Obligations and all other amounts payable under the Mezzanine Credit Agreement and the other Loan Documents.

6.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Guarantor and shall inure to the benefit of the Administrative Agent and the Lenders and their successors and assigns; provided, that no Guarantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent (it being understood that Dispositions permitted under the Mezzanine Credit Agreement shall not be subject to this proviso).

6.6 Set-Off. Each Guarantor hereby irrevocably authorizes the Administrative Agent and each Lender at any time and from time to time while an Event of Default shall have occurred and be continuing, without notice to such Guarantor or any other Guarantor, any such notice being expressly waived by each Guarantor, to the extent permitted by applicable law, upon any amount becoming due and payable by each Guarantor (whether at the stated maturity, by acceleration or otherwise after the expiration of any applicable grace periods) to set-off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final but excluding trust accounts), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent or such Lender to or for the credit or the account of such Guarantor. The Administrative Agent and each Lender shall notify such Guarantor promptly of any such set-off made by it and the application made by it of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application.

6.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic (i.e., “pdf”) transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

6.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

6.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

6.10 Integration. This Agreement and the other Loan Documents represent the agreement of the Guarantors, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof.

6.11 **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.**

6.12 Submission To Jurisdiction; Waivers. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Guarantor at its address referred to in Section 6.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

6.13 Acknowledgements. Each Guarantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to any Guarantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Guarantors, on the one hand, and the Administrative Agent and the Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Administrative Agent and the Lenders or among the Guarantors and the Administrative Agent and the Lenders.

6.14 Additional Guarantors. Each Restricted Subsidiary of the Borrower that is required to become a party to this Agreement pursuant to Section 5.8 of the Mezzanine Credit Agreement shall

become a Guarantor for all purposes of this Agreement upon execution and delivery by such Restricted Subsidiary of an Assumption Agreement in the form of Annex I hereto.

6.15 Releases.

(a) At such time as the Loans and the other Obligations (other than contingent or indemnification obligations not then due) shall have been paid in full in cash and the Commitments shall have been terminated, this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Guarantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party.

(b) A Guarantor shall be automatically released from its obligations hereunder in the event that all the Capital Stock of such Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Mezzanine Credit Agreement, or upon the designation of such Guarantor as an Unrestricted Subsidiary as permitted under the Mezzanine Credit Agreement, and the Administrative Agent, at the request and sole expense of the Borrower, shall execute and deliver to the Borrower all releases or other documents reasonably necessary or desirable to evidence the release of such obligations. All releases or other documents delivered by the Administrative Agent pursuant to this Section 6.15(b) shall be without recourse to, or warranty by, the Administrative Agent.

(c) Obligations of Guarantors hereunder shall terminate as set forth in Section 9.15 of the Mezzanine Credit Agreement.

6.16 WAIVER OF JURY TRIAL**. EACH GUARANTOR AND, BY ACCEPTANCE OF THE BENEFITS HEREOF, EACH OF THE ADMINISTRATIVE AGENT AND EACH LENDER, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee Agreement to be duly executed and delivered as of the date first above written.

CREDIT SUISSE, CAYMAN ISLANDS BRANCH
as Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

EXPLORER MERGER SUB CORPORATION,
as Initial Borrower

By: _____
Name:
Title:

BOOZ ALLEN HAMILTON INC.,
as Surviving Borrower

By: _____
Name:
Title:

EXPLORER INVESTOR CORPORATION,
as Guarantor

By: _____
Name:
Title:

ASE, INC.,
as Guarantor

By: _____
Name:
Title:

AESTIX, INC.,
as Guarantor

By: _____
Name:
Title:

BOOZ ALLEN TRANSPORTATION INC.,
as Guarantor

By: _____
Name:
Title:

SUBSIDIARY GUARANTORS

Schedule 2

NOTICE ADDRESSES OF GUARANTORS

Annex I to
Guarantee Agreement

ASSUMPTION AGREEMENT

EXHIBIT B

FORM OF COMPLIANCE CERTIFICATE

The undersigned hereby certifies as follows:

1. I am the [TITLE] of Booz Allen Hamilton Inc., a Delaware corporation (the "Company").

2. I have reviewed the terms of that certain Mezzanine Credit Agreement, dated as of July 31, 2008 (as it may be amended, supplemented or otherwise modified, the "Mezzanine Credit Agreement"; unless otherwise defined herein, terms defined in the Mezzanine Credit Agreement and used herein shall have the meanings given to them in the Mezzanine Credit Agreement), among Explorer Investor Corporation, a Delaware corporation, Explorer Merger Sub Corporation, a Delaware corporation, the Company, the several banks and other financial institutions or entities from time to time parties thereto, Credit Suisse, as Administrative Agent (in such capacity, the "Administrative Agent") and Credit Suisse Securities (USA) LLC, Banc of America Securities LLC and Lehman Brothers Inc., as Joint Lead Arrangers and Joint Bookrunners, and I have made, or have caused to be made under my supervision, a review in reasonable detail of the transactions and condition of the Company and its Subsidiaries during the accounting period covered by the attached financial statements. A description of all new Subsidiaries (if any) during the period covered by this Compliance Certificate is set forth in a separate attachment to this Compliance Certificate.

3. The examination described in paragraph 2 above did not disclose, and I have no knowledge of, the existence of any condition or event which constitutes an Event of Default or Default not previously disclosed in writing to the Administrative Agent during or at the end of the accounting period covered by the attached financial statements or as of the date of this Compliance Certificate, except as set forth in a separate attachment, if any, to this Compliance Certificate, describing in detail the nature of the condition or event, the period during which it has existed and the action which the Company has taken, is taking, or proposes to take with respect to each such condition or event.

The foregoing certifications, together with the financial statements delivered with this Compliance Certificate in support hereof, are made and delivered on behalf of the Company and not individually, on [MM/DD/YY] pursuant to Section 5.2(b) of the Mezzanine Credit Agreement.

BOOZ ALLEN HAMILTON, INC.

By: _____
Title:

EXHIBIT C

FORM OF CLOSING CERTIFICATE
July 31, 2008

Pursuant to Section 4.1(d) of the Mezzanine Credit Agreement, dated as of July 31, 2008 (the "Mezzanine Credit Agreement"; unless otherwise defined herein, terms defined in the Mezzanine Credit Agreement and used herein shall have the meanings given to them in the Mezzanine Credit Agreement), among Explorer Investor Corporation, a Delaware corporation, Explorer Merger Sub Corporation, a Delaware corporation, Booz Allen Hamilton Inc., a Delaware corporation, the several banks and other financial institutions or entities from time to time parties thereto, Credit Suisse, as Administrative Agent (in such capacity, the "Administrative Agent") and Credit Suisse Securities (USA) LLC, Banc of America Securities LLC and Lehman Brothers Inc., as Joint Lead Arrangers and Joint Bookrunners, the undersigned [•], [insert title of officer if Borrower/Holdings] [Secretary/Assistant Secretary] of _____(the "Company"), hereby certifies on behalf of the Company (and not individually) as follows:

[1. The Specified Representations of [the Company and its Subsidiaries][1] [the Company][2] are true and correct in all material respects.

[2. No material provision of the Merger Agreement and the related disclosure schedules and exhibits thereto has been waived or amended (other than any such waivers or amendments (including, without limitation, with respect to any representations and warranties in the Merger Agreement) as are not materially adverse to the Lenders or the Lead Arrangers (including, without limitation, the definition of "Company Material Adverse Effect" therein and the representation and warranty set forth in Section 4.8(c) thereof)), other than such waivers or amendments consented to by the Lead Arrangers.

3. The transactions described in Section 4.1(b)(ii) of the Mezzanine Credit Agreement have been consummated, in accordance with the terms set forth in such Section 4.1(b)(ii).][3]

3. _____is the duly elected and qualified Secretary of the Company and the signature set forth for such officer below is such officer's true and genuine signature.

The undersigned Secretary of the Company hereby certifies as follows:] [Borrower/Holdings only]

1. Attached hereto as Exhibit [A] is a copy of a certificate of good standing or the equivalent from the Company's jurisdiction of organization dated as of a recent date prior to the date hereof.

---

1 Surviving Borrower certificate only.

2 Holdings and Merger Sub certificate only.

3 Surviving Borrower certificate only.

2. Attached hereto as Exhibit [B] is a true and complete copy of [a unanimous written consent duly adopted by the Board of Directors of the Company][4] [resolutions duly adopted at a meeting of the Board of Directors][5], and such [unanimous written consent has][resolutions have] not in any way been amended, modified, revoked or rescinded, [has/have] been in full force and effect since [its/their] adoption to and including the date hereof and [is/are] now in full force and effect.

3. Attached hereto as Exhibit [C] is a true and complete copy of the bylaws of the Company as in effect on the date hereof.

4. Attached hereto as Exhibit [D] is a true and complete certified copy of the Certificate of Incorporation of the Company as in effect on the date hereof, and such Certificate of Incorporation has not been amended, repealed, modified or restated.

5. The following persons are now duly elected and qualified officers of the Company holding the offices indicated next to their respective names, and the signatures appearing opposite their respective names are the true and genuine signatures of such officers, and each of such officers is duly authorized to execute and deliver on behalf of the Company each of the Loan Documents to which it is a party and any certificate or other document to be delivered by the Company pursuant to the Loan Documents to which it is a party:

Name and Title	Signature
[Name] [Title]	_____
[Name] [Title]	_____
[Name] [Title]	_____
[Name] [Title]	_____
[Name] [Title]	_____

4 Holdings, Merger Sub and Booz Allen Transportation Inc. only.

5 Borrower, ASE, Inc. and Aestix, Inc. only.

[Name]
[Title]

IN WITNESS WHEREOF, the undersigned have hereunto set our names as of the date set forth above.

[COMPANY]

By: _____
Name:
Title:

[I, [NAME], [TITLE] of the Company, do hereby certify that [NAME] is the duly elected, qualified and [TITLE] of the Company, and that [his/her] signature set forth above is [his/her] genuine signature.

_____
Name:
Title:][6]

6 Subsidiary Guarantor certificates only.

[Certificate of Good Standing]

[Unanimous Written Consent/Resolutions]

[Bylaws]

[Certificate/Articles of Incorporation]

EXHIBIT D

FORM OF
ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between [*Insert name of Assignor*] (the "Assignor") and [*Insert name of Assignee*] (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Mezzanine Credit Agreement identified below (as amended, restated, supplemented or otherwise modified from time to time, the "Mezzanine Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Mezzanine Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Mezzanine Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the Mezzanine Credit Agreement and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Mezzanine Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1.	Assignor:	_____
2.	Assignee:	_____ [and is an Affiliate/Approved Fund of [*identify Lender*][7]]
3.	Borrowers:	Explorer Merger Sub Corporation, a Delaware corporation (the "Initial Borrower") and Booz Allen Hamilton Inc., a Delaware corporation (the "Surviving Borrower")
4.	Administrative Agent:	Credit Suisse, as the administrative agent under the Mezzanine Credit Agreement

7 Select as applicable.

5. MezzanineCredit Agreement: The $550,000,000 Mezzanine Credit Agreement, dated as of July31, 2008, among Explorer Investor Corporation, a Delaware corporation, Explorer Merger Sub Corporation, a Delaware corporation, Booz Allen Hamilton Inc., a Delaware corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), Credit Suisse, as Administrative Agent, and Credit Suisse Securities (USA) LLC, Banc of America Securities LLC and Lehman Brothers Inc., as Joint Lead Arrangers and Joint Bookrunners

6. Assigned Interest:

Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned[3]	Percentage Assigned of Commitment/Loans[8]
$	$	%
$	$	%
$	$	%

Effective Date: _____, 20_____ [TO BE INSERTED BY ADMINISTRATIVE AGENT IN ACCORDANCE WITH THE MEZZANINE CREDIT AGREEMENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their related parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____
Title:

8 Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

[Consented to and][9] Accepted:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Administrative Agent

By: _____
Title:

By: _____
Title:

[Consented to:[10]

[BOOZ ALLEN HAMILTON INC.]

By _____
Title:]

9 To be added only if the consent of the Administrative Agent is required by the terms of the Mezzanine Credit Agreement.

10 To be added only if the consent of the Borrower is required by the terms of the Mezzanine Credit Agreement.

The $550,000,000 Mezzanine Credit Agreement, dated as of July 31, 2008 (the "Mezzanine Credit Agreement"), among Explorer Investor Corporation, a Delaware corporation, Explorer Merger Sub Corporation, a Delaware corporation, Booz Allen Hamilton Inc., a Delaware corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), Credit Suisse, as Administrative Agent, and Credit Suisse Securities (USA) LLC, Banc of America Securities LLC and Lehman Brothers Inc., as Joint Lead Arrangers and Joint Bookrunners. Capitalized terms used but not defined herein have the meanings given to them in the Mezzanine Credit Agreement.

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Mezzanine Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents, (iii) the financial condition of any Borrower, any Subsidiary or Affiliate thereof or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by any Borrower, any Subsidiary or Affiliate thereof or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) repeats each Lender representation set forth in Section 8.6 of the Mezzanine Credit Agreement; (b) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Mezzanine Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Mezzanine Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Mezzanine Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received and/or had the opportunity to review a copy of the Mezzanine Credit Agreement to the extent it has in its sole discretion deemed necessary, together with copies of the most recent financial statements delivered pursuant to Section 5.1 thereof, as applicable, and such other documents and information as it has in its sole discretion deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) if it is a Non-US Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Mezzanine Credit Agreement, duly completed and executed by the Assignee; (c) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender; and (d) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Mezzanine Credit

Agreement, the other Loan Documents and any other instrument or document furnished pursuant hereto or thereto as are delegated to the Administrative Agent by the terms thereof, together with such powers as are incidental thereto.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption and the rights and obligations of the parties under this Assignment and Assumption shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to principles of conflicts of laws to the extent that the same are not mandatorily applicable by statute and the application of the laws of another jurisdiction would be required thereby.

EXHIBIT E-1

[FORM OF OPINION TO BE DELIVERED BY DEBEVOISE & PLIMPTON LLP]

1. Booz Allen Transportation is validly existing under the laws of the State of New York.

2. Booz Allen Transportation has the corporate power and authority to execute, deliver and perform its obligations under the Loan Documents to which it is a party.

3. Booz Allen Transportation has taken all necessary corporate action to authorize its execution and delivery of and performance of its obligations under the Loan Documents to which it is a party.

4. Each of the Loan Documents to which Booz Allen Transportation is a party has been duly executed and delivered on behalf of Booz Allen Transportation.

5. (a) Each of the Mezzanine Credit Agreement and the other Loan Documents to which the Borrower is a party constitutes a valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms.

(b) Each of the Mezzanine Credit Agreement and the other Loan Documents to which Merger Sub is a party constitutes a valid and binding obligation of Merger Sub enforceable against Merger Sub in accordance with its terms.

(c) Each of the Mezzanine Credit Agreement and the other Loan Documents to which Holdings is a party constitutes a valid and binding obligation of Holdings enforceable against Holdings in accordance with its terms.

(d) Each of the Loan Documents to which any Subsidiary Party is a party constitutes a valid and binding obligation of such Subsidiary Party enforceable against such Subsidiary Party in accordance with its terms.

6. (a) Except for (1) any consents, authorizations, approvals, notices and filings that have been obtained or made and are in full force and effect and (2) those consents, authorizations, filings and other acts that, individually or in the aggregate, if not made, obtained or done would not to our knowledge have a Material Adverse Effect, to our knowledge no consent or authorization of, approval by, notice to, or filing with or other act by or in respect of, any United States federal or New York State governmental authority is required under United States federal or New York State law to be obtained or made on or prior to the date hereof by the Borrower in connection with its execution and delivery of, or performance of its obligations under, the Loan Documents to which it is a party or in connection with the validity or enforceability against it of the Loan Documents to which it is a party.

(b) Except for (1) any consents, authorizations, approvals, notices and filings that have been obtained or made and are in full force and effect and (2) those consents, authorizations, filings and other acts that, individually or in the aggregate, if not made, obtained or done would not to our knowledge have a Material Adverse Effect, to our knowledge no consent or authorization of, approval by, notice to, or filing with or other act by or in respect of, any United States federal or New York State governmental authority is required under United States federal or New York State law to be obtained or made on or prior to the date hereof by Merger Sub in connection with its execution and delivery of, or performance of its obligations under, the Loan Documents to which it is a party or in connection with the validity or enforceability against it of the Loan Documents to which it is a party.

(c) Except for (1) any consents, authorizations, approvals, notices and filings that have been obtained or made and are in full force and effect and (2) those consents, authorizations, filings and other acts that, individually or in the aggregate, if not made, obtained or done would not to our knowledge have a Material Adverse Effect, to our knowledge no consent or authorization of, approval by, notice to, or filing with or other act by or in respect of, any United States federal or New York State governmental authority is required under United States federal or New York State law to be obtained or made on or prior to the date hereof by Holdings in connection with its execution and delivery of, or performance of its obligations under, the Loan Documents to which it is a party or in connection with the validity or enforceability against it of the Loan Documents to which it is a party.

(d) Except for (1) any consents, authorizations, approvals, notices and filings that have been obtained or made and are in full force and effect and (2) those consents, authorizations, filings and other acts that, individually or in the aggregate, if not made, obtained or done would not to our knowledge have a Material Adverse Effect, to our knowledge no consent or authorization of, approval by, notice to, or filing with or other act by or in respect of, any United States federal or New York State governmental authority is required under United States federal or New York State law to be obtained or made on or prior to the date hereof by any Subsidiary Party in connection with its execution and delivery of, or performance of its obligations under, the Loan Documents to which it is a party or in connection with the validity or enforceability against it of the Loan Documents to which it is a party.

7. (a) The execution and delivery by the Borrower of the Loan Documents to which it is a party, and the performance by the Borrower of its obligations thereunder, (x) will not violate (i) any existing United States federal or New York State law, rule or regulation applicable to the Borrower (including without limitation Regulation U of the Board of Governors of the Federal Reserve System) or (ii) any contract listed in Schedule III to which the Borrower is a party, except, in the case of clauses (i) and (ii), for such violations that to our knowledge would not have a Material Adverse Effect, and (y) will not result in, or require, the creation or imposition of any Lien (other than under the Loan Documents) on any of its properties or revenues by operation of any law, rule or regulation referred to in the preceding clause (x) or pursuant to any such contract.

(b) The execution and delivery by Merger Sub of the Loan Documents to which it is a party, and the performance by Merger Sub of its obligations thereunder, (x) will not violate (i) any existing United States federal or New York State law, rule or regulation applicable to Merger Sub (including without limitation Regulation U of the Board of Governors of the Federal Reserve System) or (ii) any contract listed in Schedule III to which Merger Sub is a party, except, in the case of clauses (i) and (ii), for such violations that to our knowledge would not have a Material Adverse Effect, and (y) will not result in, or require, the creation or imposition of any Lien (other than under the Loan Documents) on any of its properties or revenues by operation of any law, rule or regulation referred to in the preceding clause (x) or pursuant to any such contract.

(c) The execution and delivery by Holdings of the Loan Documents to which it is a party, and the performance by Holdings of its obligations thereunder, (x) will not violate (i) any existing United States federal or New York State law, rule or regulation applicable to Holdings or (ii) any contract listed in Schedule III to which Holdings is a party, except, in the case of clauses (i) and (ii), for such violations that to our knowledge would not have a Material Adverse Effect, and (y) will not result in, or require, the creation or imposition of any Lien (other than under the Loan Documents) on any of its properties or revenues by operation of any law, rule or regulation referred to in the preceding clause (x) or pursuant to any such contract.

(d) The execution and delivery by each Subsidiary Party of the Loan Documents to which it is a party, and the performance by such Subsidiary Party of its obligations thereunder, (x) will not violate (i) any existing United States federal or New York State law, rule or regulation applicable to such Subsidiary Party or (ii) any contract listed in Schedule III to which such Subsidiary Party is a party, except, in the case of clauses (i) and (ii), for such violations that to our knowledge would not have a Material Adverse Effect, and (y) will not result in, or require, the creation or imposition of any Lien (other than under the Loan Documents) on any of its properties or revenues by operation of any law, rule or regulation referred to in the preceding clause (x) or pursuant to any such contract.

(e) The execution and delivery by Booz Allen Transportation of the Loan Documents to which it is a party, and the performance by Booz Allen Transportation of its obligations thereunder, will not violate the certificate of incorporation or by-laws of Booz Allen Transportation.

8. Neither the Borrower nor Merger Sub is an "investment company" within the meaning of and subject to regulation under the Investment Company Act of 1940, as amended.

* * *

[FORM OF OPINION TO BE DELIVERED BY MORRIS, NICHOLS, ARSHT & TUNNELL LLP]

1. Each Delaware Corporation is a duly incorporated and validly existing corporation in good standing under the laws of the State of Delaware.

2. Each Delaware Corporation has the requisite corporate power and authority to execute and deliver the Loan Documents to which it is a party and to perform its obligations thereunder.

3. The execution and delivery by each Delaware Corporation (other than the Surviving Borrower, ASE and Aestix) of the Loan Documents to which it is a party, and the performance by such Delaware Corporation of its obligations thereunder, have been duly authorized by all requisite corporate action on the part of such Delaware Corporation. Upon the effectiveness of the Merger, followed on the date hereof by the due execution and delivery of the Consent, followed on the date hereof by the due adoption of the Surviving Borrower Resolutions by the Board of Directors of the Surviving Borrower (collectively, the "Precedent Steps"), the execution and delivery by the Surviving Borrower of the Loan Documents to which it is a party, and the performance by the Surviving Borrower of its obligations thereunder, will have been duly authorized by all requisite corporate action on the part of the Surviving Borrower. Upon the due adoption of the ASE Resolutions by the Board of Directors of ASE on the date hereof following the effectiveness of the Merger, the execution and delivery by ASE of the Loan Documents to which it is a party, and the performance by ASE of its obligations thereunder, will have been duly authorized by all requisite corporate action on the part of ASE. Upon the due adoption of the Aestix Resolutions by the Board of Directors of Aestix on the date hereof following the effectiveness of the Merger, the execution and delivery by Aestix of the Loan Documents to which it is a party, and the performance by Aestix of its obligations thereunder, will have been duly authorized by all requisite corporate action on the part of Aestix.

4. The execution and delivery by each Delaware Corporation (other than the Surviving Borrower, ASE and Aestix) of the Loan Documents to which it is party do not, and the performance by such Delaware Corporation of its obligations thereunder will not, (a) violate the Governing Documents of such Delaware Corporation, (b) violate any applicable law, rule or regulation of the State of Delaware or (c) result in, or require, the creation or imposition of any lien (other than under the Loan Documents) on any of its properties or revenues by operation of any law, rule or regulation referred to in the preceding clause (b). Assuming the occurrence of the Precedent Steps, the execution and delivery by the Surviving Borrower of the Loan Documents to which it is a party, and the performance by the Surviving Borrower of its obligations thereunder, will not violate (a) the Governing Documents of the Surviving Borrower or (b) any applicable law, rule or regulation of the State of Delaware. Assuming the due adoption of the ASE Resolutions by the Board of Directors of ASE on the date hereof following the effectiveness of the Merger, the execution and delivery by ASE of the Loan Documents to which it is a party, and the performance by ASE of its obligations thereunder, will not violate (a) the Governing Documents of ASE or (b) any applicable law, rule or regulation of the State of Delaware. Assuming the due adoption of the Aestix Resolutions by the Board of Directors of Aestix on the date hereof following the effectiveness of the Merger, the execution and delivery by Aestix of the Loan Documents to which it is a party, and the performance by Aestix of its obligations thereunder, will not violate, (a) the Governing Documents of Aestix or (b) any applicable law, rule or regulation of the State of Delaware.

5. No approval, consent or authorization of, filing with or notice to, any governmental authority of the State of Delaware is required in connection with the execution and delivery by any Delaware Corporation of the Loan Documents to which it is a party and the performance by such Delaware Corporation of its obligations thereunder (other than the filing of the Financing Statements in the State Office).

6. Each Delaware Corporation (other than the Surviving Borrower, ASE and Aestix) has duly executed and delivered the Loan Documents to which it is a party. Upon the occurrence of the Precedent Steps, the Loan Documents to which it is a party will have been duly executed and delivered by the Surviving Borrower. Upon the due adoption of the ASE Resolutions and the Aestix Resolutions by the Board of Directors of ASE and the Board of Directors of Aestix, respectively, on the date hereof following the effectiveness of the Merger, the Loan Documents to which it is a party will have been duly executed and delivered by each of ASE and Aestix, respectively.

7. Solely to the extent that the Delaware UCC is applicable to the perfection of the security interest of the Collateral Agent in the Collateral owned or acquired by the Initial Borrower (the "Initial Borrower Collateral"), (a) the Initial Borrower Financing Statement is in appropriate form for filing with the State Office under the Delaware UCC with respect to the portion of the Initial Borrower Collateral as to which a security interest can be perfected by filing a financing statement in the State of Delaware under the Delaware UCC (the "Initial Borrower Fifing Collateral") and (b) upon the filing of the Initial Borrower Financing Statement in the State Office, the security interest of the Collateral Agent in the Initial Borrower Filing Collateral will be perfected.

8. Solely to the extent that the Delaware UCC is applicable to the perfection of the security interest of the Collateral Agent in the Collateral owned or acquired by the Surviving Borrower (the "Surviving Borrower Collateral"), (a) the Surviving Borrower Financing Statement is in appropriate form for filing with the State Office under the Delaware UCC with respect to the portion of the Surviving Borrower Collateral as to which a security interest can be perfected by filing a financing statement in the State of Delaware under the Delaware UCC (the "Surviving Borrower Filing Collateral") and (b) upon occurrence of the Precedent Steps and the filing of the Surviving Borrower Financing Statement in the State Office, the security interest of the Collateral Agent in the Surviving Borrower Filing Collateral will be perfected.

9. Solely to the extent that the Delaware UCC is applicable to the perfection of the security interest of the Collateral Agent in the Collateral owned or acquired by ASE (the "ASE Collateral"), (a) the ASE Financing Statement is in appropriate form for filing with the State Office under the Delaware UCC with respect to the portion of the ASE Collateral as to which a security interest can be perfected by filing a financing statement in the State of Delaware under the Delaware UCC (the "ASE Filing Collateral") and (b) upon the due adoption of the ASE Resolutions by the Board of Directors of ASE and the filing of the ASE Financing Statement in the State Office, the security interest of the Collateral Agent in the ASE Filing Collateral will be perfected.

10. Solely to the extent that the Delaware UCC is applicable to the perfection of the security interest of the Collateral Agent in the Collateral owned or acquired by Aestix (the "Aestix Collateral"), (a) the Aestix Financing Statement is in appropriate form for filing with the State Office under the Delaware UCC with respect to the portion of the Aestix Collateral as to which a security interest can be perfected by filing a financing statement in the State of Delaware under the Delaware UCC (the "Aestix Filing Collateral") and (b) upon the due adoption of the Aestix Resolutions by the Board of Directors of Aestix and the filing of the Aestix Financing Statement in the State Office, the security interest of the Collateral Agent in the Aestix Filing Collateral will be perfected.

11. Solely to the extent that the Delaware UCC is applicable to the perfection of the security interest of the Collateral Agent in the Collateral owned or acquired by Holdings (the "Holdings Collateral"), (a) the Holdings Financing Statement is in appropriate form for filing with the State Office under the Delaware UCC with respect to the portion of the Holdings Collateral as to which a security interest can be perfected by filing a financing statement in the State of Delaware under the Delaware UCC (the "Holdings Filing Collateral") and (b) upon the filing of the Holdings Financing Statement in the State Office, the security interest of the Collateral Agent in the Holdings Filing Collateral will be perfected.

12. Pursuant to the provisions of Section 259 of the Delaware General Corporation Law, upon the effectiveness of the Merger, for all purposes of the laws of the State of Delaware, the debts, liabilities and duties of the Initial Borrower set forth in the Loan Documents shall thenceforth attach to the Surviving

Borrower, and may be enforced against the Surviving Borrower to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Borrower.

[FORM OF OPINION TO BE DELIVERED BY MORRIS, NICHOLS, ARSHT & TUNNELL LLP]

1. Each Delaware Corporation (other than the Initial Borrower) is a duly incorporated and validly existing corporation in good standing under the laws of the State of Delaware.

2. Each Delaware Corporation (other than the Initial Borrower) has the requisite corporate power and authority to execute and deliver the Loan Documents to which it is a party and to perform its obligations thereunder.

3. The execution and delivery by each Delaware Corporation (other than the Initial Borrower) of the Loan Documents to which it is a party, and the performance by such Delaware Corporation of its obligations thereunder, have been duly authorized by all requisite corporate action on the part of such Delaware Corporation.

4. The execution and delivery by each Delaware Corporation (other than the Initial Borrower) of the Loan Documents to which it is party do not, and the performance by such Delaware Corporation of its obligations thereunder will not, (a) violate the Governing Documents of such Delaware Corporation, (b) violate any applicable law, rule or regulation of the State of Delaware or (c) result in, or require, the creation or imposition of any lien (other than under the Loan Documents) on any of its properties or revenues by operation of any law, rule or regulation referred to in the preceding clause (b).

5. No approval, consent or authorization of, filing with or notice to, any governmental authority of the State of Delaware is required in connection with the execution and delivery by any Delaware Corporation (other than the Initial Borrower) of the Loan Documents to which it is a party and the performance by such Delaware Corporation of its obligations thereunder (other than the filing of the Financing Statements in the State Office).

6. Each Delaware Corporation (other than the Initial Borrower) has duly executed and delivered the Loan Documents to which it is a party.

7. Solely to the extent that the Delaware UCC is applicable to the perfection of the security interest of the Collateral Agent in the Collateral owned or acquired by the Surviving Borrower (the “Surviving Borrower Collateral”), (a) the Surviving Borrower Financing Statement is in appropriate form for filing with the State Office under the Delaware UCC with respect to the portion of the Surviving Borrower Collateral as to which a security interest can be perfected by filing a financing statement in the State of Delaware under the Delaware UCC (the “Surviving Borrower Filing Collateral”) and (b) upon the filing of the Surviving Borrower Financing Statement in the State Office, the security interest of the Collateral Agent in the Surviving Borrower Filing Collateral will be perfected.

8. Solely to the extent that the Delaware UCC is applicable to the perfection of the security interest of the Collateral Agent in the Collateral owned or acquired by ASE (the “ASE Collateral”), (a) the ASE Financing Statement is in appropriate form for filing with the State Office under the Delaware UCC with respect to the portion of the ASE Collateral as to which a security interest can be perfected by filing a financing statement in the State of Delaware under the Delaware UCC (the “ASE Filing Collateral”) and (b) upon the filing of the ASE Financing Statement in the State Office, the security interest of the Collateral Agent in the ASE Filing Collateral will be perfected.

9. Solely to the extent that the Delaware UCC is applicable to the perfection of the security interest of the Collateral Agent in the Collateral owned or acquired by Aestix (the “Aestix Collateral”), (a) the Aestix Financing Statement is in appropriate form for filing with the State Office under the Delaware UCC with respect to the portion of the Aestix Collateral as to which a security interest can be perfected by filing a financing statement in the State of Delaware under the Delaware UCC (the “Aestix Filing Collateral”) and (b) upon the filing of the Aestix Financing Statement in the State Office, the security interest of the Collateral Agent in the Aestix Filing Collateral will be perfected.

10. Solely to the extent that the Delaware UCC is applicable to the perfection of the security interest of the Collateral Agent in the Collateral owned or acquired by Holdings (the “Holdings Collateral”), (a) the Holdings Financing Statement is in appropriate form for filing with the State Office under the Delaware UCC with respect to the portion of the Holdings Collateral as to which a security interest can be perfected by filing a financing statement in the State of Delaware under the Delaware UCC (the “Holdings Filing Collateral”) and (b) upon the filing of the Holdings Financing Statement in the State Office, the security interest of the Collateral Agent in the Holdings Filing Collateral will be perfected.

FORM OF EXEMPTION CERTIFICATE

Reference is made to the Mezzanine Credit Agreement, dated as of July 31, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Mezzanine Credit Agreement"), among Explorer Investor Corporation, a Delaware corporation, Explorer Merger Sub Corporation, a Delaware corporation, Booz Allen Hamilton Inc., a Delaware corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time parties thereto, Credit Suisse, as Administrative Agent (in such capacity, the "Administrative Agent") and Credit Suisse Securities (USA) LLC, Banc of America Securities LLC and Lehman Brothers Inc., as Joint Lead Arrangers and Joint Bookrunners. Unless otherwise defined herein, terms defined in the Mezzanine Credit Agreement and used herein shall have the meanings given to them in the Mezzanine Credit Agreement.

_____ (the "Non-US Lender") is providing this certificate pursuant to Section 2.10(d) of the Mezzanine Credit Agreement. The Non-US Lender hereby represents and warrants that:

1. The Non-US Lender is the sole record and beneficial owner of the Loans or the obligations evidenced by Note(s) in respect of which it is providing this certificate.

2. The income from the Loans held by the Non-US Lender is not effectively connected with the conduct of a trade or business within the United States.

3. The Non-US Lender is not a "bank" as such term is used in Section 881(c)(3)(A) of the Code. In this regard, the Non-US Lender further represents and warrants that:

(a) the Non-US Lender is not subject to regulatory or other legal requirements as a bank in any jurisdiction; and

(b) the Non-US Lender has not been treated as a bank for purposes of any tax, securities law or other filing or submission made to any Governmental Authority, any application made to a rating agency or qualification for any exemption from tax, securities law or other legal requirements.

4. The Non-US Lender is not a "10-percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code.

5. The Non-US Lender is not a controlled foreign corporation receiving interest from a related person within the meaning of Section 881(c)(3)(B) of the Code.

We have furnished you with a certificate of our non-U.S. person status on Internal Revenue Service Form W-8BEN. By executing this certificate, the Non-US Lender agrees that (1) if the information provided on this certificate changes, the Non-US Lender shall inform the Borrower (for the benefit of the Borrower and the Administrative Agent) in writing within 30 days of such change and (2) the Non-US Lender shall furnish the Borrower (for the benefit of the Borrower and the Administrative Agent) a properly completed and currently effective certificate in either the calendar year in which payment is to be made by the Borrower to the Non-US Lender, or in either of the two calendar years preceding such payment.

IN WITNESS WHEREOF, the undersigned has duly executed this certificate.

[NAME OF NON-US LENDER]

By: _____
Name:
Title:

Date: _____

EXHIBIT G

FORM OF SOLVENCY CERTIFICATE
July 31, 2008

Pursuant to Section 4.1(c) of the Mezzanine Credit Agreement, dated as of July 31, 2008 (the "Mezzanine Credit Agreement"; unless otherwise defined herein, terms defined in the Mezzanine Credit Agreement and used herein shall have the meanings given to them in the Mezzanine Credit Agreement), among Explorer Investor Corporation, a Delaware corporation ("Holdings"), Explorer Merger Sub Corporation, a Delaware corporation, Booz Allen Hamilton Inc., a Delaware corporation, the several banks and other financial institutions or entities from time to time parties thereto, Credit Suisse, as Administrative Agent and Credit Suisse Securities (USA) LLC, Banc of America Securities LLC and Lehman Brothers Inc., as Joint Lead Arrangers and Joint Bookrunners, the undersigned hereby certifies that he is the duly elected and acting Chief Financial Officer of Holdings and that as such he is authorized to execute and deliver this Solvency Certificate on behalf of Holdings (and not as an individual).

Holdings further certifies that on the date hereof, it and each of the Loan Parties (on a consolidated basis) is, and after giving effect to the Transactions will be, Solvent.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the undersigned has caused this Solvency Certificate to be executed as of the date set forth above.

EXPLORER INVESTOR CORPORATION

By: _____
Name:
Title: Chief Financial Officer

EXHIBIT H

FORM OF
TERM LOAN NOTE

THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE MEZZANINE CREDIT AGREEMENT REFERRED TO BELOW. TRANSFERS OF THIS NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MUST BE RECORDED IN THE REGISTER MAINTAINED BY THE ADMINISTRATIVE AGENT PURSUANT TO THE TERMS OF SUCH MEZZANINE CREDIT AGREEMENT.

$ _____ New York, New York
_____, 20____

FOR VALUE RECEIVED, the undersigned, Booz Allen Hamilton Inc., a Delaware corporation ("Booz Allen", and, together with any assignee of, or successor by merger to, Booz Allen Hamilton Inc.'s rights and obligations under the Mezzanine Credit Agreement (as hereinafter defined) as provided therein, the "Borrower"), hereby unconditionally promises to pay to _____ (the "Lender") or its registered assigns at the Funding Office specified in the Mezzanine Credit Agreement in Dollars and in immediately available funds, the principal amount of (a) _____ DOLLARS ($_____), or, if less, (b) the aggregate unpaid principal amount of all Term Loans owing to the Lender under the Mezzanine Credit Agreement. The principal amount shall be paid in the amounts and on the dates specified in Section 2.3 of the Mezzanine Credit Agreement. The Borrower further agrees to pay interest in like money at such office on the unpaid principal amount hereof from time to time outstanding at the rates and on the dates specified in the Mezzanine Credit Agreement.

This Note (a) is one of the Notes issued pursuant to the Mezzanine Credit Agreement, dated as of July 31, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Mezzanine Credit Agreement"), among Explorer Investor Corporation, a Delaware corporation, Explorer Merger Sub Corporation, a Delaware corporation, the Borrower, the several banks and other financial institutions or entities from time to time parties thereto, Credit Suisse, Cayman Islands Branch, as administrative agent (in such capacity, the "Administrative Agent") and Credit Suisse Securities (USA) LLC, Banc of America Securities LLC and Lehman Brothers Inc., as Joint Lead Arrangers and Joint Bookrunners, (b) is subject to the provisions of the Mezzanine Credit Agreement, which are hereby incorporated by reference, (c) is subject to optional and mandatory prepayment in whole or in part as provided in the Mezzanine Credit Agreement and (d) is guaranteed as provided in the Loan Documents. Reference is hereby made to the Mezzanine Credit Agreement for a statement of all the terms and conditions under which the Term Loans evidenced hereby are made and are to be repaid. In the event of any conflict or inconsistency between the terms of this Note and the terms of the Mezzanine Credit Agreement, to the fullest extent permitted by applicable law, the terms of the Mezzanine Credit Agreement shall govern and be controlling.

Upon the occurrence of any one or more Events of Default, all principal and all accrued interest then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as and to the extent provided in the Mezzanine Credit Agreement. No failure in exercising any rights hereunder or under the other Loan Documents on the part of the Lender shall operate as a waiver of such rights.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, indorser or otherwise, hereby expressly waive, to the fullest extent permitted by applicable law, presentment, demand, protest and all other similar notices or similar requirements.

Unless otherwise defined herein, terms defined in the Mezzanine Credit Agreement and used herein shall have the meanings given to them in the Mezzanine Credit Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE MEZZANINE CREDIT AGREEMENT, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE REGISTRATION AND OTHER PROVISIONS OF SECTION 9.6 OF THE MEZZANINE CREDIT AGREEMENT.

FOR PURPOSES OF SECTIONS 1272, 1273 AND 1275 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND THE RULES AND REGULATIONS THEREUNDER, THIS NOTE IS BEING ISSUED WITH ORIGINAL ISSUE DISCOUNT. THE ISSUE PRICE, AMOUNT OF THE ORIGINAL ISSUE DISCOUNT, ISSUE DATE AND YIELD TO MATURITY OF THE NOTE CAN BE OBTAINED BY WRITTEN REQUEST TO BOOZ ALLEN HAMILTON INC., CHIEF FINANCIAL OFFICER, AT 8283 GREENSBORO DRIVE, McLEAN, VA 22102.

[*Remainder of page intentionally left blank*]

THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF THE BORROWER AND THE LENDER HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

BOOZ ALLEN HAMILTON INC.

By: _____
Name:
Title:

FORM OF SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "Agreement"), dated as of ___, 20___, is entered into by and between the undersigned ("Investor") and Booz Allen Hamilton Holding Corporation, a Delaware corporation (the "Corporation").

RECITALS

WHEREAS, Investor desires to subscribe for, and the Corporation desires to make available for purchase, the shares of the Corporation's Class A Common Stock, par value $0.01 per share (the "Shares"), indicated as being subscribed for by Investor on Schedule 1 hereto on the terms and conditions set forth below; and

WHEREAS, the Corporation, Explorer Coinvest LLC, a Delaware limited liability company, and the other stockholders of the Corporation have entered into a stockholders agreement, dated as of July 30, 2008, in the form attached as Exhibit A hereto (the "Stockholders Agreement").

NOW, THEREFORE, in order to implement the foregoing and in consideration of the mutual representations, warranties, covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

Section 1. Purchase and Sale of Shares.

1.1. General. Subject to all of the terms and conditions of this Agreement, and in reliance upon the representations and warranties contained herein, Investor hereby subscribes for and agrees to purchase, and the Corporation hereby agrees to sell to Investor for Investor's own account, the number of Shares set forth opposite Investor's name on Schedule 1 hereto.

1.2. Purchase Price. The purchase price per Share shall be $_____ (the "Purchase Price").

1.3. Consideration. At the Closing (as defined below), Investor shall purchase the Shares for the amount set forth as the "Aggregate Purchase Price" on Schedule 1 (such amount, the "Consideration"). The Consideration shall be paid by Investor at the Closing in cash (payable by wire transfer of immediately available funds to an account designated by the Corporation).

Section 2. The Closing.

2.1. Time and Place. The closing (the "Closing") of the sale shall occur within ten (10) business days following the execution of this Agreement or such later date as the parties hereto may mutually agree upon in writing (the "Closing Date"). The Closing shall take place at the offices of the Corporation, or such other place as the parties hereto may mutually agree upon in writing.

2.2. Delivery by the Corporation. At the Closing, against delivery of the Consideration, the Corporation will deliver to Investor (i) a stock certificate registered in Investor's name and representing the number of Shares purchased by Investor and (ii) the Stockholders Agreement duly executed by the Corporation.

2.3. Delivery by Investor. At the Closing, Investor will deliver (i) the Consideration as provided in Section 1.3 and (ii) the Stockholders Agreement duly executed by Investor.

Section 3. Representations and Warranties of the Corporation. The Corporation hereby represents and warrants to Investor as of the date hereof and as of the Closing Date as follows:

3.1. Corporate Form. The Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own or lease and operate its properties and to carry on its business as now conducted.

3.2. Corporate Authority. The Corporation has all requisite corporate power and authority to enter into this Agreement, to perform all of its obligations hereunder, to carry out the transactions contemplated hereby and to issue the Shares. The Shares, when issued, delivered and paid for in accordance with the terms hereof, will be duly and validly issued, fully paid and nonassessable.

3.3. Actions Authorized. The Corporation has taken all corporate actions necessary to authorize it to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Corporation and, assuming due authorization, execution and delivery of this Agreement by the Investor, constitutes a legal, valid and binding obligation of the Corporation enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is considered in a proceeding in equity or at law).

Section 4. Representations and Warranties of Investor. Investor hereby represents and warrants to the Corporation as of the date hereof and as of the Closing Date as follows:

4.1. Organization. The Investor is a natural person, competent to enter into a contractual obligation and a citizen of the United States of America. The principal place of business or principal residence of Investor is as shown in Section 11(b) of this Agreement.

4.2. Authority. Investor has all requisite power and authority to execute and deliver this Agreement, to perform his or her obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Investor and, assuming the due authorization, execution and delivery by the Corporation, constitutes a legal, valid and binding obligation of Investor, enforceable against Investor in accordance with its terms.

4.3. Investor Intent/Financial Status. Investor is (i) acquiring the Shares for investment for Investor's own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof; (ii) an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated under the Securities Act; and (iii) sophisticated in financial matters and is able to evaluate the risks and benefits of the investment in the Corporation, and is able to bear the economic risks of an investment in the Corporation for an indefinite period and could afford a complete loss of such investment. Investor has been granted the opportunity to ask questions of, and receive answers from, representatives of the Corporation concerning the Corporation and the terms and conditions of the Shares and to obtain any additional information that Investor deems necessary to verify the accuracy of the information so provided. [Investor is a Director/officer of the Corporation.]

4.4. No Conflicts; No Consents. The execution and delivery by Investor of this Agreement, the consummation of the transactions contemplated hereby and the performance of Investor's obligations hereunder do not and will not (a) materially conflict with or result in a material violation or breach of any term or provision of any Law applicable to either Investor or the Shares or, (b) violate in any material respect, conflict with in any material respect or result in any material breach of, or constitute (with or without notice or lapse of time or both) a material default under, or require either Investor to obtain any consent, approval or action of, make any filing with or give any notice to any Person as a result or under the terms of, any contract, agreement, instrument, commitment, arrangement, or understanding to which Investor is a party.

Section 5. Agreements and Acknowledgements of Investor. Investor hereby agrees and acknowledges to the Corporation as follows:

5.1. No Registration. Investor understands and agrees that the Shares are being acquired by Investor in a transaction not involving any public offering within the meaning of the Securities Act, in reliance on an exemption therefrom. Investor understands that the Shares have not been and will not be approved or disapproved by the Securities and Exchange Commission or by any other federal, state or foreign agency, and that no such agency has passed on the accuracy or adequacy of disclosures made to Investor by the Corporation. No federal, state or foreign governmental agency has passed on or made any recommendation or endorsement of the Shares or an investment in the Corporation.

5.2. Limitations on Disposition and Resale. Investor understands and acknowledges that the Shares have not been, and, except as set forth in the Stockholders Agreement, will not be, registered under the Securities Act, or the securities laws of any state or foreign jurisdiction and, unless the Shares are so registered, they may not be offered, sold, transferred or otherwise disposed of except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any applicable securities laws of any state or foreign jurisdiction. Investor agrees not to, directly or indirectly, offer, sell, transfer, pledge, hypothecate or otherwise dispose of the Shares unless the Shares have been so registered or an exemption from the requirement of registration is available under the Securities Act and any applicable state or foreign securities laws. Investor further acknowledges and agrees that his, her or its ability to dispose of the Shares will be subject to restrictions contained in the Stockholders Agreement. Investor recognizes that there will not be any public trading market for the Corporation's Common Stock and, as a result, Investor may be unable to sell or

dispose of his, her or its interest in the Corporation indefinitely and must continue to bear the economic risk of the investment in the Corporation. Investor further acknowledges and agrees that, except as may be set forth in the Stockholders Agreement, the Corporation shall have no obligation to register shares of the Corporation's Common Stock.

5.3. Legend. Investor acknowledges and agrees that the Shares received hereby and represented by physical certificate(s) will bear the following legend (or one to substantially similar effect):

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("ACT"), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND SAID LAWS OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS THEREOF."

"THE SECURITIES REPRESENTED HEREBY ARE SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER AND CERTAIN OTHER AGREEMENTS SET FORTH IN THE STOCKHOLDERS AGREEMENT BETWEEN THE ISSUER AND THE STOCKHOLDERS OF THE ISSUER, DATED AS OF JULY 30, 2008. A COPY OF SUCH AGREEMENT SHALL BE FURNISHED WITHOUT CHARGE BY THE ISSUER TO THE HOLDER HEREOF UPON WRITTEN REQUEST."

5.4. Stockholders Agreement. Investor acknowledges and agrees that all Shares shall be subject to the terms and provisions of the Stockholders Agreement and Investor further acknowledges and agrees that, under the provisions of the Stockholders Agreement, the Shares are subject to repurchase by the Corporation from Investor based upon actions by or events involving Investor.

Section 6. Conditions Precedent. The obligations of the Corporation and Investor to consummate the transactions contemplated hereby shall be subject to the fulfillment on or prior to the Closing Date of the following conditions:

6.1. The obligations of the Investor to consummate the transactions contemplated hereby are subject to the representations and warranties of the Corporation set forth herein being true and correct in all material respects as of the Closing Date.

6.2. The obligations of the Corporation to consummate the transactions contemplated hereby are subject to (1) Investor having entered into the Stockholders Agreement, (2) the representations and warranties of Investor set forth herein being true and correct in all material respects as of the Closing Date, and (3) receipt of written approval by the Management Directors (as defined in the Stockholders Agreement) that the issuance and sale of the Shares to

Investor is not subject to the preemptive rights contained in Section 10 of the Stockholders Agreement.

Section 7. Attorneys' Fees. In the event of any litigation or other legal proceeding involving the interpretation of this Agreement or enforcement of the rights or obligations of the parties hereto, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and expenses in addition to any other available remedy.

Section 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to the conflict or choice of law provisions thereof that would give rise to the application of the domestic substantive law of any other jurisdiction.

Section 9. Jurisdiction. Except as otherwise expressly provided in this Agreement, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this agreement or the transactions contemplated hereby shall be brought in the Court of Chancery of the State of Delaware (or, in the case of any claim as to which the federal courts have exclusive subject matter jurisdiction, the federal court of the United States of America) sitting in the State of Delaware, and each of the parties hereby consents to the exclusive jurisdiction of those courts (and of the appropriate appellate courts therefrom) in any suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any suit, action or proceeding in any of those courts or that any suit, action or proceeding which is brought in any of those courts has been brought in an inconvenient forum. Process in any suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any of the named courts. Without limiting the foregoing, each party agrees that service of process on it by notice as provided in Section 11 shall be deemed effective service of process.

Section 10. Enforcement. The parties acknowledge and agree that any breach of the terms of this Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy and accordingly the parties hereto agree that, in addition to any other remedies, each party shall be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy.

Section 11. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by courier service, by cable, by facsimile, by telegram, by telex or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11):

(a) if to the Corporation:

Booz Allen Hamilton Holding Corporation
1001 Pennsylvania Ave NW
Suite 220 South
Washington, DC 20004
Attention: Ian Fujiyama
Facsimile No.: (202) 347-9250

with a copy to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Attention: Jeffrey J. Rosen
Facsimile No.: (212) 909-6836

(b) if to Investor, to the address set forth on the signature page hereof.

Investor hereby consents to the delivery of information regarding the Shares and the Corporation (i) via the Corporation's website or (ii) via electronic delivery to the Investor's email address. Investor agrees to keep the Corporation updated with Investor's address and email address.

Section 12. Assignment. No party shall have the right or the power to assign or delegate any provision of this Agreement except with the prior written consent of the Corporation, in the case of an assignment or delegation by Investor, or with the prior written consent of Investor, in the case of an assignment or delegation by the Corporation; provided, however, that the Corporation may assign (including by way of a pledge) to its lenders or other financing sources any or all of its rights hereunder as collateral security (in either case, which assignment shall not relieve the Corporation of its obligations hereunder). Except as provided in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, legatees, successors and assigns.

Section 13. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Any facsimile copies hereof or signature hereon shall, for all purposes, be deemed originals.

Section 14. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and may be amended only in a writing executed by the party to be bound thereby.

Section 15. Amendments. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by Investor and the Corporation.

Section 16. Termination of Agreement. This Agreement may be terminated by the mutual written consent of the Corporation and Investor, and shall terminate automatically

without any action of the parties hereto if the Closing has not occurred within ten (10) business days of the date hereof. Upon such termination, this Agreement shall not have any further force and effect; provided that termination of this Agreement shall not relieve any party from liability for any breach of this Agreement occurring prior to such termination.

Section 17. Further Assurances. Subject to the terms and conditions provided herein, each party hereto covenants and agrees to use commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable, whether under applicable laws and regulations or otherwise, in order to consummate and make effective the transactions contemplated by this Agreement.

Section 18. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 19. Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be in any way impaired thereby.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties have hereby executed this Subscription Agreement as of the date first above written.

BOOZ ALLEN HAMILTON HOLDING CORPORATION

By: _____
Name:
Title:

[Signature Page to Subscription Agreement]

INVESTOR

Signature: _____

Name: _____

Address of Investor: _____

_____

_____

_____

Facsimile: _____

Email: _____

[Signature Page to Subscription Agreement]

SCHEDULE 1

Name of Investor	Number of Shares	Aggregate Purchase Price
[•]	[•]	[•]

EXHIBIT A

STOCKHOLDERS AGREEMENT

Group Personal Excess Liability Policy

Coverage Summary

Chubb Group of Insurance Companies
15 Mountain View Road
Warren, NJ 07060

Name and address of Insured

OFFICERS OF BOOZ ALLEN HAMILTON INC.

8283 GREENSBORO DRIVE
MC LEAN, VIRGINIA
22102

Policy Number: (11) 7993-19-97

Issued by the stock insurance company indicated below, herein called the company.

FEDERAL INSURANCE COMPANY

Producer No.: 0017811

Incorporated under the laws of INDIANA

Sponsoring Organization and Address

BOOZ ALLEN HAMILTON INC.
8283 GREENSBORO DR.
MCLEAN, VA 22102

Policy Period

From: JANUARY 01, 2010 To: JANUARY 01, 2011
12:01 A.M. Standard Time at the Named Insured's mailing address.

Premium

Amount
$127,149.00

Limit Of Liability

SEE ENDT	Each Occurrence
$2,000,000	Excess Uninsured / Underinsured
	Motorists Protection Each Occurrence

Required Primary Underlying Insurance

Personal Liability (Homeowners) for personal injury and property damage in the minimum amount of $300,000 each occurrence.

Registered vehicles in the minimum amount of $250,000 / $500,000 bodily injury and $100,000 property damage; or $500,000 single limit each occurrence.

Required Primary Underlying Insurance
(continued)

Unregistered vehicles in the minimum amount of $300,000 bodily injury and property damage each occurrence.

Registered vehicles with less than four wheels and motorhomes in the minimum amount $250,000 / $500,000 bodily injury and $100,000 property damage; or $500,000 single limit each occurrence.

Watercraft less than 26 feet and 50 engine rated horsepower or less for bodily and property damage in the minimum amount of $300,000 each occurrence.

Watercraft 26 feet or longer or more than 50 engine rated horsepower for bodily injury and property damage in the minimum amount of $500,000 each occurrence.

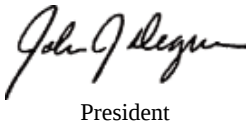
Uninsured motorists/underinsured motorists protection in the minimum amount of $250,000 / $500,000 bodily injury and $100,000 property damage; or $500,000 single limit occurrence.

FAILURE TO COMPLY WITH THE REQUIRED PRIMARY UNDERLYING INSURANCE WILL RESULT IN A GAP IN COVERAGE.

Authorization

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers and signed by a duly authorized representative of the company.

FEDERAL INSURANCE COMPANY



President

Secretary

Date
DECEMBER 17, 2009

Authorized Representative

Producer’s Name & Address

MARSH USA, INC. (SOUTHWEST)
7251 W LK MEAD BLVD #401
LAS VEGAS, NV 89128-0000

CHUBB

Schedule of Forms

Policy Number: (11) 7993-19-97
Insured: OFFICERS OF BOOZ ALLEN HAMILTON INC.

Policy Period From: JANUARY 01, 2010 to JANUARY 01, 2011

The following is a schedule of forms issued with the policy at inception:

Form Name	Form Number	
COVERAGE SUMMARY/DECLARATIONS	10-02-0690	(08/07)
GROUP PERSONAL EXCESS — CONTRACT/POLICY TERMS	10-02-0691	(08/07)
ANNUAL PREMIUM ADJUSTMENT CLAUSE	10-02-0692	(08/96)
NAMED INSURED ENDT OFFICERS	10-02-0692	(08/96)
NAMED INSURED ENDT VICE PRESIDENTS	10-02-0692	(08/96)

Last page

Form 10-02-0691 (Rev. 8-07)

INTRODUCTION

This is your Chubb Group Personal Excess Liability Policy. Together with your Coverage Summary, it explains your coverages and other conditions of your insurance in detail.

This policy is a contract between you and us. **READ YOUR POLICY CAREFULLY** and keep it in a safe place.

Agreement

We agree to provide the insurance described in this policy in return for the premium paid by you or the Sponsoring Organization and your compliance with the policy conditions.

Definitions

In this policy, we use words in their plain English meaning. Words with special meanings are defined in the part of the policy where they are used. The few defined terms used throughout the policy are defined here:

You means the individual who is a member of the Defined Group shown as the Insured named in the Coverage Summary.

We and **us** mean the insurance company named in the Coverage Summary.

Family member means your spouse or domestic partner or other relative who lives with you, or any other person under 25 in your care or your relative's care who lives with you.

Domestic partner means a person in a legal or personal relationship with you, who lives with you and shares a common domestic life with you, and meeting all of the benefits eligibility criteria as defined by the Sponsoring Organization.

Sponsoring Organization means the entity, corporation, partnership or sole proprietorship sponsoring and defining the criteria for qualification as an Insured.

Policy means your entire Group Personal Excess Liability Policy, including the Coverage Summary.

Coverage Summary means the most recent Coverage Summary we issued to you, including any endorsements.

Occurrence means an accident or offense to which this insurance applies and which begins within the policy period. Continuous or repeated exposure to substantially the same general conditions unless excluded is considered to be one occurrence.

Business means any employment, trade, occupation, profession, or farm operation including the raising or care of animals.

Defined Group means those individuals meeting the criteria for qualification as an Insured as defined by the Sponsoring Organization and accepted by us.

Follow form means we cover damages to the extent they are both covered under the Required Primary Underlying Insurance and, not excluded under this policy. Also, the amount of coverage, defense coverages, cancellation and "other insurance" provisions of this policy supersede and replace the similar provisions contained in such other policies. When this policy is called upon to pay losses in excess of required primary underlying policies exhausted by payment of claims, we do not provide broader coverage than provided by such policies. When no primary underlying coverage exists, the extent of coverage provided on a follow form basis will be determined as if the required primary underlying insurance had been purchased from us.

Covered person means:

- you or a family member;
- any person using a vehicle or watercraft covered under this policy with permission from you or a family member with respect to their legal responsibility arising out of its use;
- any other person who is a covered person under your Required Primary Underlying Insurance;
- any person or organization with respect to their legal responsibility for covered acts or omissions of you or a family member; or
- any combination of the above.

Damages mean the sum that is paid or is payable to satisfy a claim settled by us or resolved by judicial procedure or by a compromise we agree to in writing.

Personal injury means the following injuries, and resulting death:

- bodily injury;
- shock, mental anguish, or mental injury;

Definitions
(continued)

- false arrest, false imprisonment, or wrongful detention;
- wrongful entry or eviction;
- malicious prosecution or humiliation; and
- libel, slander, defamation of character, or invasion of privacy.

Bodily injury means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.

Property damage means physical injury to or destruction of tangible property and the resulting loss of its use. Tangible property includes the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits, and similar instruments, but does not include the value represented by such instruments. Tangible property does not include the cost of recreating or replacing any software, data or other information that is in electronic form.

Registered vehicle means any motorized land vehicle not described in "unregistered vehicle."

Unregistered vehicle means:

- any motorized land vehicle not designed for or required to be registered for use on public roads;
- any motorized land vehicle which is in dead storage at your residence;
- any motorized land vehicle used solely on and to service your residence premises;
- any motorized land vehicle used to assist the disabled that is not designed for or required to be registered for use on public roads; or
- golf carts.

GROUP PERSONAL EXCESS LIABILITY COVERAGE

This part of your Group Personal Excess Liability Policy provides you or a family member with liability coverage in excess of your underlying insurance anywhere in the world unless stated otherwise or an exclusion applies.

Payment for a Loss

Amount of coverage

The amount of coverage for liability is shown in the Coverage Summary. We will pay on your behalf up to that amount for covered damages from any one occurrence, regardless of how many claims, homes, vehicles, watercraft, or people are involved in the occurrence.

Any costs we pay for legal expenses (see **Defense coverages)** are in addition to the amount of coverage.

Underlying Insurance

We will pay only for covered damages in excess of *all* underlying insurance covering those damages, even if the underlying coverage is for more than the minimum amount.

"Underlying insurance" includes all liability coverage that applies to the covered damages, except for other insurance purchased in excess of this policy.

Required primary underlying insurance

Regardless of whatever other primary underlying insurance may be available in the event of a claim or loss, it is a condition of your policy that you and your family members must maintain in full effect primary underlying liability insurance of the types and in at least the amounts set forth below unless a different amount is shown in your Coverage Summary, covering your personal liability and to the extent you or a family member have such liability exposures, all vehicles and watercraft you or your family members own, or rent for longer than 60 days, or have furnished for longer than 60 days, as follows:

Personal liability (homeowners) for personal injury and property damage in the minimum amount of $300,000 each occurrence.

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Payment for a Loss
(continued)

Registered vehicles in the minimum amount of:

- $250,000/$500,000 bodily injury and $100,000 property damage;
- $300,000/$300,000 bodily injury and $100,000 property damage; or
- $300,000 single limit each occurrence.

Unregistered vehicles in the minimum amount of $300,000 bodily injury and property damage each occurrence.

Registered vehicles with less than four wheels and motorhomes in the minimum amount of:

- $250,000/$500,000 bodily injury and $100,000 property damage;
- $300,000/$300,000 bodily injury and $100,000 property damage; or
- $300,000 single limit each occurrence.

Watercraft less than 26 feet and 50 engine rated horsepower or less for bodily injury and property damage in the minimum amount of $300,000 each occurrence.

Watercraft 26 feet or longer or more than 50 engine rated horsepower for bodily injury and property damage in the minimum amount of $500,000 each occurrence.

Uninsured motorists/underinsured motorist protection in the minimum amounts of:

- $250,000/$500,000 bodily injury and $100,000 property damage;
- $300,000/$300,000 bodily injury and $100,000 property damage; or
- $300,000 single limit each occurrence.

With respect to you and your family members residing outside of the United States, the required primary underlying insurance limits of liability shall be the same limits of liability as shown above, unless you and your family members reside in a country where the minimum required primary underlying insurance limits of liability are not available. In these countries, you and your family members must maintain in full effect primary underlying liability insurance limits equal to the maximum limits of liability available in that country for all coverages up to the minimum required primary underlying limits shown in the Coverage Summary under Required Primary Underlying Insurance.

Failure by you or your family members to comply with this condition, or failure of any of your primary underlying insurers due to insolvency or bankruptcy, shall not invalidate this policy. In the event of any such failure, we shall only be liable in excess of the foregoing minimum amounts and to no greater extent with respect to coverages, amounts and defense costs than we would have been had this failure not occurred.

You must also give notice of losses and otherwise cooperate and comply with the terms and conditions of such primary underlying insurance.

Excess Liability Coverage

We cover damages a covered person is legally obligated to pay for personal injury or property damage, caused by an occurrence:

- in excess of damages covered by the underlying insurance; or
- from the first dollar of damage where no underlying insurance is required under this policy and no underlying insurance exists; or
- from the first dollar of damage where underlying insurance is required under this policy but no coverage is provided by the underlying insurance for a particular occurrence

unless stated otherwise or an exclusion applies.

Exclusions to this coverage are described in **Exclusions.**

Excess uninsured motorists/underinsured motorist protection

This coverage is in effect only if excess uninsured motorists/underinsured motorists protection is shown in the Coverage Summary.

We cover damages for bodily injury and property damage a covered person is legally entitled to receive from the owner or operator of an uninsured motorized/underinsured motorized land vehicle. We cover these damages in excess of the underlying insurance or the Required Primary Underlying Insurance, whichever is greater, if they are caused by an occurrence during the policy period, unless otherwise stated.

Amount of coverage. The maximum amount of excess uninsured motorists/underinsured motorists protection available for any one occurrence is the excess uninsured motorists/underinsured motorists protection amount shown in the Coverage Summary regardless of the number of vehicles covered by the Required Primary Underlying Insurance. We will not pay more than this amount in any one occurrence for covered damages regardless of how many claims, vehicles or people are involved in the occurrence.

This coverage will follow form.

Uninsured motorists/underinsured motorists protection arbitration

If we and a covered person disagree whether that person is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle/underinsured motor vehicle, or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree on a third arbitrator within 45 days, either may request that the arbitration be submitted to the American Arbitration Association. When the covered person's recovery exceeds the minimum limit specified in the applicable jurisdiction's financial responsibility law, each party will pay the expenses it incurs, and bear the expenses of the third arbitrator equally. Otherwise, we will bear all the expenses of the arbitration.

Unless both parties agree otherwise, arbitration will take place in the county and state in which the covered person lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two arbitrators will be binding unless the recovery amount for bodily injury exceeds the minimum limit specified by the applicable jurisdiction's financial responsibility law. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

Defense coverages

We will defend a covered person against any suit seeking covered damages for personal injury or property damage that is either:

- not covered by any underlying insurance; or
- covered by an underlying policy. This will apply to each Defense Coverage as it has been exhausted by payment of claims.

We provide this defense at our expense, with counsel of our choice, even if the suit is groundless, false, or fraudulent. We may investigate, negotiate, and settle any such claim or suit at our discretion.

As part of our investigation, defense, negotiation, or settlement, we will pay:

- all premiums on appeal bonds required in any suit we defend;
- all premiums on bonds to release attachments for any amount up to the amount of coverage (but we are not obligated to apply for or furnish any bond);
- all expenses incurred by us;
- all costs taxed against a covered person;
- all interest accruing after a judgment is entered in a suit we defend on only that part of the judgment we are responsible for paying. We will not pay interest accruing after we have paid the judgment up to the amount of coverage;
- all prejudgment interest awarded against a covered person on that part of the judgment we pay or offer to pay. We will not pay any prejudgment interest based on that period of time after we make an offer to pay the amount of coverage;
- all earnings lost by each covered person at our request, up to $25,000;
- other reasonable expenses incurred by a covered person at our request; and
- the cost of bail bonds required of a covered person because of a covered loss.

In jurisdictions where we may be prevented by local law from carrying out these Defense Coverages, we will pay only those defense expenses that we agree in writing to pay and that are incurred by you.

Extra Coverages

In addition to covering damages and defense costs, we also provide other related coverages. These coverages are in addition to the amount of coverage for damages and defense costs unless stated otherwise.

Shadow defense coverage

If we are defending you or a family member in a suit seeking covered damages, we will pay reasonable expenses you or a family member incur up to $10,000 or the amount shown in the Coverage Summary for a law firm of your choice to review and monitor the defense. However any recommendation by your personal attorney is not binding on us. We will pay these costs provided that you obtain prior approval from us before incurring any fees or expenses.

Identity fraud

We will pay for your or a family member's identity fraud expenses, up to a maximum of $25,000, for each identity fraud occurrence.

"Identity fraud" means the act of knowingly transferring or using, without lawful authority, your or a family member's means of identity which constitutes a violation of federal law or a crime under any applicable state or local law.

"Identity fraud occurrence" means any act or series of acts of identity fraud by a person or group commencing in the policy period.

"Identity fraud expenses" means:

- the costs for notarizing affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the costs for sending certified mail to law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the loan application fees for reapplying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;
- the telephone expenses for calls to businesses, law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- earnings lost by you or a family member as a result of time off from work to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants, or legal counsel;
- the reasonable attorney fees incurred with prior notice to us for:
- the defense of you or a family member against any suit(s) by businesses or their collection agencies;
- the removal of any criminal or civil judgements wrongly entered against you or a family member;
- any challenge to the information in your or a family member's consumer credit report; and
- the reasonable fees incurred with prior notice to us by an identity fraud mitigation entity to:
- provide services for the activities described above;
- restore accounts or credit standing with financial institutions or similar credit grantors and credit agencies; and
- monitor for up to one year the effectiveness of the fraud mitigation and to detect additional identity fraud activity after the first identify fraud occurrence.

However, such monitoring must begin no later than one year after you or a family member first report an identity fraud occurrence to us.

However, "identity fraud expenses" does not include expenses incurred due to any fraudulent, dishonest or criminal act by a covered person or any person acting with a covered person, or by any authorized representative of a covered person, whether acting alone or in collusion with others.

"Identity fraud mitigation entity" means a company that principally provides professional, specialized services to counter identity fraud for individuals or groups of individuals, or a financial institution that provides similar services.

In addition to the duties described in Policy Terms, Liability Conditions, Your duties after a loss, you shall notify an applicable law enforcement agency.

Kidnap expenses

We will pay up to a maximum of $100,000 for kidnap expenses you or a family member incurs solely and directly as a result of a kidnap and ransom occurrence. In addition, we also will pay up to $25,000 to any person for information not otherwise available leading to the arrest and conviction of any person(s) who kidnaps you, a family member or a covered relative. The following are not eligible to receive this reward payment:

- you or a family member; or
- a covered relative who witnessed the occurrence.

“Kidnap and ransom occurrence” means the actual or alleged wrongful taking of:

- you;
- one or more family members; or
- one or more covered relatives while visiting or legally traveling with you or a family member;

from anywhere in the world except those places listed on the United States State Department Bureau of Consular Affairs Travel Warnings list at the time of the occurrence. The occurrence must include a demand for ransom payment which would be paid by you or a family member in exchange for the release of the kidnapped person(s).

“Kidnap expenses” means the reasonable costs for:

- a professional negotiator;
- a professional security consultant;
- professional security guard services;
- a professional public relations consultant;
- travel, meals, lodging and phone expenses incurred by you or a family member;
- advertising, communications and recording equipment;
- related medical, cosmetic, psychiatric and dental expenses incurred by a kidnapped person within 12 months from that person’s release;
- attorneys fees;
- a professional forensic analyst;
- earnings lost by you or a family member, up to $25,000.

However, “kidnap expenses” does not include expenses incurred due to any kidnap and ransom occurrence caused by:

- you or a family member;
- a covered relative;
- any guardian, or former guardian of you, a family member or covered relative;
- any estranged spouse or domestic partner, or former spouse or domestic partner of you or a family member;
- any person unrelated to you or a family member who lives with you or a family member or has ever lived with you or a family member for 6 or more months, other than a domestic employee, residential staff, or a person employed by you or a family member for farm work; or
- a civil authority,

or any person acting on behalf of any of the above, whether acting alone or in collusion with others.

“Covered relative” means the following relatives of you, or a spouse or domestic partner who lives with you, or any family member:

- children, their children or other descendents of theirs;
- parents, grandparents or other ancestors of theirs; or
- siblings, their children or other descendents of theirs;

who do not live with you, including spouses or domestic partners of all of the above. Parents, grandparents and other ancestors include adoptive parents, stepparents and stepgrandparents.

Reputational injury. If we are defending you or a family member in a suit seeking covered damages, we will pay reasonable and necessary fees or expenses that you or a family member incur for services provided by a reputation management firm to minimize potential injury to the reputation of you or a family member solely as a result of personal injury or property damage, caused by an occurrence if:

- the reputational injury is reported to us as soon as reasonably possible but not later than 30 days after the personal injury or property damage occurrence; and
- you obtain approval of the reputation management firm from us before incurring any fees or expenses, unless stated otherwise or an exclusion applies. There is no deductible for this coverage.

A Reputation management firm means a professional public relations consulting firm, a professional security consulting firm or a professional media management consulting firm.

Extra Coverages
(continued)

The maximum amount of coverage for Reputational injury available for any one occurrence is $25,000 or the amount shown in the Coverage Summary. We will not pay more than this amount in any one occurrence for covered damages regardless of how many claims or people are involved in the occurrence.

The maximum annual amount of coverage for Reputational injury shown in the Coverage Summary is the most we will pay for the sum of all covered damages you or a family member incur during the policy period regardless of the number of claims, people, or occurrences.

This coverage does not apply to loss caused by a wrongful employment act covered by Employment Practices Liability Insurance.

Exclusions

These exclusions apply to your Group Personal Excess Liability Coverage, unless stated otherwise.

Aircraft. We do not cover any damages arising out of the ownership, maintenance, use, loading, unloading, or towing of any aircraft, except aircraft chartered with crew by you. We do not cover any property damages to aircraft rented to, owned by, or in the care, custody or control of a covered person.

Hovercraft. We do not cover any damages arising out of the ownership, maintenance, use, loading, unloading or towing of any hovercraft. We do not cover any property damages to hovercraft rented to, owned by, or in the care, custody or control of a covered person.

Motorized land vehicle racing or track usage. We do not cover any damages arising out of the ownership, maintenance or use of any motorized land vehicle:

- during any instruction, practice, preparation for, or participation in, any competitive, prearranged or organized racing, speed contest, rally, gymkhana, sports event, stunting activity, or timed event of any kind; or
- on a racetrack, test track or other course of any kind.

Watercraft and aircraft racing or track usage. We do not cover any damages arising out of the ownership, maintenance or use of any watercraft or aircraft during any instruction, practice, preparation for, or participation in, any competitive, prearranged or organized racing, speed contest, rally, sports event, stunting activity or timed event of any kind. This exclusion does not apply to you or a family member for sailboat racing even if the sailboat is equipped with an auxiliary motor.

Motorized land vehicle-related jobs. We do not cover any damages arising out of the ownership, maintenance, or use of a motorized land vehicle by any person who is employed or otherwise engaged in the business of selling, repairing, servicing, storing, parking, testing, or delivering motorized land vehicles. This exclusion does not apply to you, a family member, or your employee or an employee of a family member for damages arising out of the ownership, maintenance or use of a motorized land vehicle owned by, rented to, or furnished to you or a family member.

Watercraft-related jobs. We do not cover any damages arising out of the ownership, maintenance, or use of a watercraft by any person who is engaged by or employed by, or is operating a marina, boat repair yard, shipyard, yacht club, boat sales agency, boat service station, or other similar organization. This exclusion does not apply to damages arising out of the ownership, maintenance, or use of a watercraft by you, a family member, or your or a family member's captain or full time paid crew member maintaining or using this watercraft with permission from you or a family member.

Motorized land vehicle and watercraft loading. We do not cover any person or organization, other than you or a family member or your or a family member's employees, with respect to the loading or unloading of motorized land vehicles or watercraft.

Workers' compensation or disability. We do not cover any damages a covered person is legally:

- required to provide; or
- voluntarily provides

under any:

- workers' compensation;
- disability benefits;
- unemployment compensation; or
- other similar laws.

Exclusions
(continued)

But we do provide coverage in excess over any other insurance for damages you or a family member is legally required to pay for bodily injury to a domestic employee of a residence covered under the Required Primary Underlying Insurance which are not compensable under workers' compensation, unless another exclusion applies.

Director's liability. We do not cover any damages for any covered person's actions or failure to act as an officer or member of a board of directors of any corporation or organization. However, we do coyer such damages if you are or a family member is an officer or member of a board of directors of a:

- homeowner, condominium or cooperative association; or
- not-for-profit corporation or organization for which he or she is not compensated;

unless another exclusion applies.

Damage to covered person's property. We do not cover any person for property damage to property owned by any covered person.

Damage to property in your care. We do not cover any person for property damage to property rented to, occupied by, used by, or in the care of any covered person, to the extent that the covered person is required by contract to provide insurance. But we do cover such damages for loss caused by fire, smoke, or explosion unless another exclusion applies.

Wrongful employment act. We do not cover any damages arising out of a wrongful employment act. A wrongful employment act means any employment discrimination, sexual harassment, or wrongful termination of any residential staff actually or allegedly committed or attempted by a covered person while acting in the capacity as an employer, that violates applicable employment law of any federal, state, or local statute, regulation, ordinance, or common law of the United States of America, its territories or possessions, or Puerto Rico.

"Employment discrimination" as it relates solely to a wrongful employment act means a violation of applicable employment discrimination law protecting any residential staff based on his or her race, color, religion, creed, age, sex, disability, national origin or other status according to any federal, state, or local statute, regulation, ordinance, or common law of the United States of America, its territories or possessions, or Puerto Rico.

"Sexual harassment" as it relates solely to a wrongful employment act means unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature that:

- is made a condition of employment of any residential staff;
- is used as a basis for employment decisions;
- interferes with performance of any residential staff's duties; or
- creates an intimidating, hostile, or offensive working environment.

"Wrongful termination" as it relates solely to a wrongful employment act means

- the actual or constructive termination of employment of any residential staff by you or a family member in violation of applicable employment law; or
- breach of duty and care when you or a family member terminates an employment relationship with any residential staff.

"Residential staff" as it relates solely to a wrongful employment act means your or a family member's employee who is:

- employed by you or a family member, or through a firm under an agreement with you or a family member, to perform duties related only to a covered person's domestic, personal, or business pursuits covered under this part of your policy;
- compensated for labor or services directed by you or a family member; and
- employed regularly to work 15 or more hours per week.

Residential staff includes a temporary worker. Residential staff does not include an independent contractor or any covered person.

"Temporary worker" as it relates solely to a wrongful employment act means your or a family member's employee who is:

- employed by you or a family member, or through a firm under an agreement with you or a family member, to perform duties related only to a covered person's domestic, personal, or business pursuits covered under this part of your policy;
- compensated for labor or services directed by you or a family member; and
- employed to work 15 or more hours per week to substitute for any residential staff on leave or to meet seasonal or short-term workload demands for 30 consecutive days or longer during a 6 month period.

Exclusions
(continued)

Temporary worker does not include an independent contractor or any covered person.

Discrimination. We do not cover any damages arising out of discrimination due to age, race, color, sex, creed, national origin, or any other discrimination.

Intentional acts. We do not cover any damages arising out of a willful, malicious, fraudulent or dishonest act or any act intended by any covered person to cause personal injury or property damage, even if the injury or damage is of a different degree or type than actually intended or expected. But we do cover such damages if the act was intended to protect people or property unless another exclusion applies. An intentional act is one whose consequences could have been foreseen by a reasonable person.

Molestation, misconduct or abuse. We do not cover any damages arising out of any actual, alleged or threatened:

- sexual molestation;
- sexual misconduct or harassment; or
- abuse.

Nonpermissive use. We do not cover any person who uses a motorized land vehicle or watercraft without permission from you or a family member.

Business pursuits. We do not cover any damages arising out of a covered person's business pursuits, investment or other for-profit activities, for the account of a covered person or others, or business property except on a follow form basis.

But we do cover damages arising out of volunteer work for an organized charitable, religious or community group, an incidental business away from home, incidental business at home, incidental business property, incidental farming, or residence premises conditional business liability unless another exclusion applies. We also cover damages arising out of your or a family member's ownership, maintenance, or use of a private passenger motor vehicle in business activities other than selling, repairing, servicing, storing, parking, testing, or delivering motorized land vehicles.

Unless stated otherwise in your Coverage Summary:

"Incidental business away from home" is a self-employed sales activity, or a self-employed business activity normally undertaken by person under the age of 18 such as newspaper delivery, babysitting, caddying, and lawn care. Either of these activities must:

- not yield gross revenues in excess of $15,000 in any year;
- have no employees to worker's compensation or other similar disability laws;
- conform to local, state, and federal laws.

Exclusions
(continued)

"Incidental business at home" is a business activity, other than farming, conducted on your residence premises which must:

- not yield gross revenues in excess of $15,000, in any year, except for the business activity of managing one's own personal investments;
- have no employees subject to worker's compensation or other similar disability laws;
- conform to local, state, and federal laws.

"Incidental business property" is limited to the rental or holding for rental, to be used as a residence, of a condominium or cooperative unit owned by you or a family member, an apartment unit rented to you or a family member, a one or two family dwelling owned by you or a family member, or a three or four family dwelling owned and occupied by you or a family member. We provide this coverage only for premises covered under the Required Primary Underlying Insurance unless the rental or holding for rental is for:

- a residence of yours or a family member's that is occasionally rented and that is used exclusively as a residence; or
- part of a residence of yours or a family member's by one or two roomers or boarders; or
- part of a residence of yours or a family member's as an office, school, studio, or private garage.

"Incidental farming" is a farming activity which meets all of the following requirements:

- is incidental to your or a family member's use of the premises as a residence;
- does not involve employment of others for more than 1,500 hours of farm work during the policy period;
- does not produce more than $25,000 in gross annual revenue from agricultural operations;
- and with respect to the raising or care of animals:
    - does not produce more than $50,000 in gross annual revenues;
    - does not involve more than 25 sales transactions during the policy period;
    - does not involve the sale of more than 50 animals during the policy period.

"Residence premises conditional business liability" is limited to business or professional activities when legally conducted by you or a family member at your residence. We provide coverage only for personal injury or property damage arising out of the physical condition of that residence if:

- you or a family member do not have any employees involved in your business or professional activities who are subject to workers' compensation or other similar disability laws; or, if you or a family member are a doctor or dentist, you do not have more than two employees subject to such laws;
- you or a family member do not earn annual gross revenues in excess of $5,000, if you or a family member are a home day care provider.

We do not cover damages or consequences resulting from business or professional care or services performed or not performed.

The following additional exclusion applies only to "incidental farming" as described under the exclusion, Business pursuits.

Contamination. We do not cover any actual or alleged damages arising out of the discharge, dispersal, seepage, migration or release or escape of pollutants. Nor do we cover any cost or expense arising out of any request, demand or order to:

- extract pollutants from land or water;
- remove, restore or replace polluted or contaminated land or water; or
- test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, or in any way respond to or assess the effects of pollutants.

However, this exclusion does not apply if the discharge, dispersal, seepage, migration, release or escape is sudden and accidental. A "pollutant" is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke (except smoke from a hostile fire), vapor, soot, fumes, acids, alkalis, chemicals and waste. A "contaminant" is an impurity resulting from the mixture of or contact of a substance with a foreign substance. "Waste" includes materials to be disposed of, recycled, reconditioned or reclaimed.

Exclusions
(continued)

Financial guarantees. We do not cover any damages for any covered person's financial guarantee of the financial performance of any covered person, other individual or organization.

Professional services. We do not cover any damages for any covered person's performing or failure to perform professional services, or for professional services for which any covered person is legally responsible or licensed.

Acts of war. We do not cover any damages caused directly or indirectly by war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by military forces or personnel, the destruction or seizure of property for a military purpose, or the consequences of any of these actions.

Contractual liability. We do not cover any assessments charged against a covered person as a member of a homeowners, condominium or cooperative association. We also do not cover any damages arising from contracts or agreements made in connection with any covered person's business. Nor do we cover any liability for unwritten contracts, or contracts in which the liability of others is assumed after a covered loss.

Covered person's or dependent's personal injury. We do not cover any damages for personal injury for any covered person or their dependents where the ultimate beneficiary is the offending party or defendant. We also do not cover any damages for personal injury for which you can be held legally liable, in any way, to a family member, your spouse or domestic partner or for which a family member, your spouse or domestic partner can be held legally liable, in any way, to you.

However, we do cover damages for bodily injury arising out of the use of a motorized land vehicle for which you can be held legally liable to a family member, your spouse or domestic partner or for which a family member, your spouse or domestic partner can be held legally liable to you to the extent that coverage is provided under this policy. This coverage applies only to the extent such damages are covered by primary underlying insurance and exceed the limits of insurance required for that motorized land vehicle under the Required Primary Underlying Insurance provisions of this policy.

Liability for dependent care. We do not cover any damages for personal injury for which a covered person's only legal liability is by virtue of a contract or other responsibility for a dependent's care.

Illness. We do not cover personal injury or property damage resulting from any illness, sickness or disease transmitted intentionally or unintentionally by a covered person to anyone, or any consequence resulting from that illness, sickness or disease. We also do not cover any damages for personal injury resulting from the fear of contracting any illness, sickness or disease, or any consequence resulting from the fear of contracting any illness, sickness or disease.

Fungi and mold. We do not cover any actual or alleged damages or medical expenses arising out of mold, the fear of mold, or any consequences resulting from mold or the fear of mold. "Mold" means fungi, mold, mold spores, mycotoxins, and the scents and other by products of any of these.

Nuclear or radiation hazard. We do not cover any damages caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination, regardless of how it was caused.

POLICY TERMS

This part of your Group Personal Excess Liability Policy explains the conditions that apply to your policy.

General Conditions

These conditions apply to your policy in general, and to each coverage provided in the policy.

Policy period

The effective dates of your policy are shown in the Coverage Summary. Those dates begin at 12:01 a.m. standard time at the mailing address shown.

All coverages on this policy apply only to occurrences that take place while this policy is in effect.

Transfer of rights

If we make a payment under this policy, we will assume any recovery rights a covered person has in connection with that loss, to the extent we have paid for the loss.

General Conditions
(continued)

All of your rights of recovery will become our rights to the extent of any payment we make under this policy. A covered person will do everything necessary to secure such rights; and do nothing after a loss to prejudice such rights. However, you may waive any rights of recovery from another person or organization for a covered loss in writing before the loss occurs.

Concealment or fraud

We do not provide coverage if you or any covered person has intentionally concealed or misrepresented any material fact relating to this policy before or after a loss.

Application of coverage

Coverage applies separately to each covered person. However, this provision does not increase the amount of coverage for any one occurrence.

Assignment

You cannot transfer your interest in this policy to anyone else unless we agree in writing to the transfer.

Policy changes

This policy can be changed only by a written amendment we issue.

Bankruptcy or insolvency

We will meet all our obligations under this policy regardless of whether you, your estate, or anyone else or their estate becomes bankrupt or insolvent.

In case of death

In the event of your death, coverage will be provided until the end of the policy period or policy anniversary date, whichever occurs first, for any surviving member of your household who is a covered person at the time of death. We will also cover your legal representative or any person having proper temporary custody of your property.

Liberalization

We may extend or broaden the coverage provided by this policy. If we do this during the policy period or within 60 days before it begins, without increasing the premium, then the extended or broadened coverage will apply to occurrences after the effective date of the extended or broadened coverage.

Conforming to state law

If any provision of this policy conflicts with any applicable laws of the state you live in, this policy is amended to conform to those laws.

Conforming to trade sanction laws

This policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

Liability Conditions

These conditions apply to all liability coverages in this policy.

Other Insurance

This insurance is excess over any other insurance except for those policies that:

- are written specifically to cover excess over the amount of coverage that applies in this policy; and
- schedule this policy as underlying insurance.

Your duties after a loss

In case of an accident or occurrence, the covered person shall perform the following duties that apply:

Notification. You must notify us or your agent or broker as soon as possible.

Assistance. You must provide us with all available information. This includes any suit papers or other documents which help us in the event that we defend you.

Cooperation. You must cooperate with us fully in any legal defense. This may include any association by us with the covered person in defense of a claim reasonably likely to involve us.

Liability Conditions
(continued)

Examination. A person making a claim under this policy must submit as often as we reasonably require:

- to physical exams by physicians we select, which we will pay for; and
- to examination under oath and subscribe the same; and

authorize us to obtain:

- medical reports; and
- other pertinent records.

Appeals

If a covered person, or any primary insurer, does not appeal a judgment for covered damages, we may choose to do so. We will then become responsible for all expenses, taxable costs, and interest arising out of the appeal. However, the amount of coverage for damages will not be increased.

Special Conditions

In the event of conflict with any other conditions of your policy, these conditions supersede.

Legal action against us

You agree not to bring action against us unless you have first complied with all conditions of this policy.

You also agree not to bring any action against us until the amount of damages you are legally obligated to pay has been finally determined after an actual trial or appeal, if any, or by a written agreement between you, us and the claimant. No person or organization has any right under this policy to bring us into any action to determine the liability of a covered person.

Notice of cancellation and coverage termination conditions

The Sponsoring Organization may cancel this policy by returning it to us or notifying us in writing at any time subject to the following:

- the Sponsoring Organization must notify us in advance of the requested cancellation date; and
- the Sponsoring Organization must provide proof of notification to each member of the Defined Group covered under this policy.

We may cancel this policy or any part of it subject to the following conditions. Our right to cancel applies to each coverage or limit in this policy. In the event we cancel this policy, we are under no obligation to provide you with an opportunity to purchase equivalent coverage.

- **Within 60 days.** When this policy or any part of it has been in effect for less than 60 days, we may cancel with 30 days notice for any reason.
- **Non-payment of premium.** We may cancel this policy or any part of it with 10 days notice if the Sponsoring Organization or you fail to pay the premium by the due date, regardless of whether the premium is payable to us, to our agent, or under any financial credit.
- **Misrepresentation.** We may cancel this policy or any part of it with 30 days notice if the coverage was obtained through misrepresentation, fraudulent statements, or omissions or concealment of a fact that is relevant to the acceptance of the risk or to the hazard we assumed.
- **Increase in hazard.** We may cancel this policy or any part of it with 30 days notice if there has been a substantial change in the risk which increases the chance of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation, or court decision.
- **Procedure.** To cancel this policy or any part of it, we must notify you in writing. This notice will be mailed to the Sponsoring Organization at the mailing address shown in the Coverage Summary and we will obtain a certificate of mailing. This notice will include the date the cancellation is to take effect.

Special Conditions
(continued)

Termination. Should an individual for any reason no longer qualify as a member of the Defined Group, coverage will cease sixty (60) days from the date that individual no longer qualifies as a member of the Defined Group, or the policy expiration or cancellation date, whichever comes first.

Refund. In the event of cancellation by the Sponsoring Organization or us, we will refund any unearned premium on the effective date of cancellation, or as soon as possible afterwards to the Sponsoring Organization. The unearned premium will be computed short rate for the unexpired term of the policy.

CHUBB

ENDORSEMENT

Policy Period	JANUARY 01, 2010 to JANUARY 01, 2011
Effective Date	JANUARY 01, 2010
Policy Number	(11) 7993-19-97
Insured	OFFICERS OF BOOZ ALLEN HAMILTON INC.
Name of Company	FEDERAL INSURANCE COMPANY
Date Issued	DECEMBER 17, 2009

ANNUAL PREMIUM ADJUSTMENT CLAUSE

This policy is written with a deposit premium to be adjusted on either each policy anniversary or at policy expiration. The premium will be adjusted on the basis of the difference between:

* the total number of participants at inception; and

* the actual number of participants at each policy anniversary.

This difference will be multiplied by fifty percent (50%) of the annual rate per participant, resulting in either an additional or return premium.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative

Exhibit 21.1

List of Subsidiaries of Booz Allen Hamilton Holding Corporation

Name	Jurisdiction of Organization
Booz Allen Hamilton International (UK) Ltd.	United Kingdom
ASE, Inc.	Delaware
Booz Allen Hamilton Inc.	Delaware
Booz Allen Hamilton Intellectual Property Holdings LLC	Delaware
Booz Allen Hamilton International, Inc.	Delaware
Booz Allen Hamilton Investor Corporation	Delaware
Booz Allen Transportation Inc.	New York

Exhibit 23.2

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption “Experts” and to the use of our report dated June 18, 2010, in Amendment No. 2 to the Registration Statement (Form S-1 No. 333-167645) and related Prospectus of Booz Allen Hamilton Holding Corporation for the registration of shares of its Class A common stock.

/s/ Ernst and Young LLP

McLean, Virginia

August 25, 2010