

they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature, (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital, and (e) such Person is able to pay its debts and liabilities, contingent obligations and other commitments as they mature in the ordinary course of business. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Special Notice Currency" means at any time an Alternative Currency, other than the currency of a country that is a member of the Organization for Economic Cooperation and Development at such time located in North America or Europe.

"Special Purpose Vehicle" means a trust, partnership or other special purpose Person established by Holdings and/or any of its Subsidiaries to implement a Qualified Receivables Transaction.

"Specified Brazilian Tax Payment" means any payment of taxes (including interest and penalties in connection therewith) in connection with that certain goodwill tax assessment issued on December 19, 2012 or any other subsequent assessment based on substantially similar allegations or claims by the Federal Revenue Department (Brazil) against Tilibra in an amount not to exceed, in the aggregate, the U.S. Dollar Equivalent of BRL111,000,000.

"Specified Supply Chain Agreement" shall have the meaning specified in the definition of "Specified Supply Chain Obligations".

"Specified Supply Chain Obligations" means the due and punctual payment and performance of all obligations of each Loan Party to any Supply Chain Finance Bank under any Permitted Supply Chain Financing, with respect to the security interests granted pursuant to the Collateral Documents, to the extent the documentation for such obligations specifically provides that such Supply Chain Finance Bank is entitled to the benefit of the security interests granted pursuant to the Collateral Documents or, with respect to guarantees provided pursuant to the Guaranty Agreements, unless the documentation for such specifically provides that such Supply Chain Finance Bank is not entitled to the benefit of the guarantees provided pursuant to the Guaranty Agreements; *provided, however*, that the Permitted Supply Chain Financing arrangements entered, or to be entered, into by one or more of the Loan Parties and any Supply Chain Finance Bank shall not constitute Specified Supply Chain Obligations and shall not be secured pursuant to any Collateral Documents unless expressly authorized by Holdings in a writing delivered to Agent (such documentation, a **"Specified Supply Chain Agreement"**).

"SpinCo" means Monaco SpinCo Inc., a Delaware corporation and any permitted successor thereto, including Holdings.

"SpinCo Closing Date" means April 30, 2012.

"SpinCo Notes" means the senior notes of SpinCo due 2020, in an aggregate principal amount not to exceed \$500,000,000 outstanding under the SpinCo Notes Indenture.

"SpinCo Notes Documents" means the SpinCo Notes Indenture, the SpinCo Notes and each other document or agreement relating to the issuance of the SpinCo Notes.