

(c) the Lenders shall have indicated their consent and agreement by executing this Limited Consent.

3. Miscellaneous.

(a) Expenses of the Agent. As provided in the Credit Agreement, the Borrower agrees to pay all reasonable costs and expenses incurred by the Agent in connection with the preparation, negotiation, and execution of this Limited Consent, including without limitation, the reasonable costs and fees of the Agent's legal counsel.

(b) Applicable Law. This Limited Consent shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts and the applicable laws of the United States of America.

(c) Counterparts. This Limited Consent may be executed in one or more counterparts and on facsimile counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement.

(d) ENTIRE AGREEMENT. THIS LIMITED CONSENT EMBODIES THE ENTIRE AGREEMENT AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER THEREOF, AND SUPERSEDES ANY AND ALL PRIOR REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THIS LIMITED CONSENT. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF.

*[Remainder of Page Intentionally Left Blank]*

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