

BIOMET INC  
Form 424B3  
October 09, 2012

Filed Pursuant to Rule 424(b)(3)

Registration No. 333-183946

**PROSPECTUS SUPPLEMENT**

(to prospectus dated October 4, 2012)

**BIOMET, INC.**

**\$775,000,000 10% Senior Notes due 2017**

**\$1,015,000,000 11 <sup>5</sup>/<sub>8</sub>% Senior Subordinated Notes due 2017**

This prospectus supplement updates and supplements the prospectus dated October 4, 2012.

See the **Risk Factors** section beginning on page 5 of the prospectus for a discussion of certain risks that you should consider before investing in the notes.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

This prospectus supplement and the accompanying prospectus have been prepared for and may be used by Goldman, Sachs & Co. and any affiliates of Goldman, Sachs & Co. in connection with offers and sales of the notes related to market-making transactions in the notes affected from time to time. Goldman, Sachs & Co. or its affiliates may act as principal or agent in such transactions, including as agent for the counterparty when acting as principal or as agent for both counterparties, and may receive compensation in the form of discounts and commissions, including from both counterparties, when it acts as agents for both. Such sales will be made at prevailing market prices at the time of sale, at prices related thereto or at negotiated prices. We will not receive any proceeds from such sales.

**You should rely only on the information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus. We have not authorized any person to provide you with any information or represent anything about us or this offering that is not contained in this prospectus supplement and the accompanying prospectus. If given or made, any such other information or representation should not be relied upon as having been authorized by us. This prospectus supplement and the accompanying prospectus does not offer to sell nor ask for offers to buy any of the securities in any jurisdiction where it is unlawful, where the person making the offer is not qualified to do so, or to any person who cannot legally be offered the securities. You should not assume that the information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus is accurate as of any date other than the date on the front cover of this prospectus supplement and the accompanying prospectus or the date of any document incorporated by reference herein.**

The date of this prospectus supplement is October 9, 2012.

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**Form 8-K**

**CURRENT REPORT**

Pursuant to Section 13 or 15(d) of the

Securities Exchange Act of 1934

Date of report (date of earliest event reported): October 4, 2012

**LVB ACQUISITION, INC.**

**BIOMET, INC.**

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

Delaware

000-54505

26-0499682

Indiana

001-15601

35-1418342

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(State or other jurisdiction  
of incorporation )

(Commission  
File Number)  
56 East Bell Drive

(I.R.S. Employer  
Identification No.)

Warsaw, Indiana 46582

(Address of Principal Executive Offices, Including Zip Code)

(574) 267-6639

(Registrant's telephone number, including area code)

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- .. Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- .. Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- .. Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- .. Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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**Item 1.01 Entry into a Material Definitive Agreement**

***Joinder Agreement***

On October 4, 2012, LVB Acquisition, Inc. ( LVB ), Biomet, Inc. ( Biomet ) and certain of its subsidiaries entered into a joinder agreement (the Joinder ) with Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, each lender from time to time party thereto and each of the other parties identified as an Extending Term Lender on the signature pages thereto. The Joinder was entered into pursuant to that certain Credit Agreement, dated as of September 25, 2007, as amended and restated by that certain Amendment and Restatement Agreement dated as of August 2, 2012 (the Amendment ), by and among Biomet, LVB, certain subsidiaries of Biomet, Bank of America, N.A. and each lender from time to time party thereto. The Amendment, among other things, provides Biomet with the ability to request an extension of the scheduled maturity dates of its existing term loans in one or more series of tranches.

By entering into the Joinder, the joining lenders party thereto have agreed to extend the maturity of (i) approximately \$392.7 million of Biomet 's U.S. dollar-denominated term loans and (ii) approximately 32.9 million of Biomet 's euro-denominated term loans, to July 25, 2017. The term loans extended pursuant to the Joinder are on terms identical to the terms loans that were extended pursuant to the Amendment. The remaining term loans of the lenders who have not elected to extend their loans will continue to mature on March 25, 2015.

In addition, Biomet is required to pay an extension fee of 0.15% of the aggregate amount of each extending lender 's respective term loans as the effective date of the Joinder.

The foregoing description of the Joinder is not complete and is qualified in its entirety by reference to the full text of such agreement, which is filed hereto as Exhibit 10.1 and incorporated herein by reference.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth in Item 1.01 is incorporated by reference to this Item 2.03.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
10.1	Joinder to Amendment and Restatement Agreement dated as of October 4, 2012, among Biomet, Inc., LVB Acquisition, Inc., Bank of America, N.A., each lender from time to time party thereto and each of the other parties identified as an Extending Term Lender on the signature pages thereto.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrants have duly caused this Report to be signed on their behalf by the undersigned hereunto duly authorized.

LVB ACQUISITION, INC.

Date: October 9, 2012

By: /s/ Daniel P. Florin  
Name: Daniel P. Florin  
Title: Senior Vice President

and Chief Financial Officer

BIOMET, INC.

By: /s/ Daniel P. Florin  
Name: Daniel P. Florin  
Title: Senior Vice President

and Chief Financial Officer

EXECUTION VERSION

JOINDER TO AMENDMENT AND RESTATEMENT AGREEMENT, dated as of October 4, 2012 (this Joinder ), among Biomet Inc., an Indiana corporation (the Borrower ), LVB Acquisition, Inc., a Delaware corporation (Holdings ), Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, each lender from time to time party thereto and each of the other parties identified as an Extending Term Lender on the signature pages hereto (individually, a Joining Lender and collectively the Joining Lenders ).

WHEREAS, the Borrower, Holdings, the Lenders, the Administrative Agent, the Swing Line Lender and L/C Issuer are parties to a Credit Agreement dated as of September 25, 2007, as amended and restated as of August 2, 2012 (as further amended, amended and restated, modified and/or supplemented from time to time, the Credit Agreement ), pursuant to which the Lenders have extended credit to the Borrower;

WHEREAS, the Borrower, Holdings, the Administrative Agent, the Swing Line Lender, the L/C Issuer and certain Lenders are parties to the Amendment and Restatement Agreement, dated as of August 2, 2012 (as amended, amended and restated, modified and/or supplemented from time to time, the Restatement Agreement ), pursuant to which certain Lenders party thereto, to the extent indicated on their respective signature pages thereto, have extended the scheduled maturity date of all or a portion of their Euro Term B Loans and/or Dollar Term B Loans, namely (x) an Extension Series of Euro Term Loans and (y) an Extension Series of Dollar Term Loans;

WHEREAS, pursuant to Section 2.16(d) of the Credit Agreement, at any time following the establishment of the Euro Term B-1 Loans and the Dollar Term B-1 Loans, the Borrower may offer any Lender of the Euro Term B Loans or Dollar Term B Loans, as applicable, who failed to make an election in respect of the Amendment, the right to convert all or any portion of its Term Loans under the respective Existing Term Loan Tranche into Extended Term Loans under such Term Loan Extension Series on identical terms to those offered to the Lenders who agreed to convert their Term Loans under the Existing Term Loan Tranche into Extended Term Loans in connection with the establishment of the Euro Term B-1 Loans and the Dollar Term B-1 Loans, as applicable, and otherwise subject to the terms and conditions set forth in Section 2.16(d) of the Credit Agreement; *provided* that any such Lender which agrees to such an extension shall enter into a joinder agreement to the Restatement Agreement in form and substance reasonably satisfactory to the Administrative Agent and executed by such Lender, the Administrative Agent, the Borrower and the other Loan Parties;

WHEREAS, each of the Joining Lenders desires to execute this Joinder in order to satisfy the requirements described in the preceding paragraph and in Section 2.16(d) of the Credit Agreement;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. **Defined Terms.** Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

SECTION 2. **Joinder.** (a) By this Joinder, each Joining Lender becomes an Extending Term Lender for all purposes under the Credit Agreement.

(b) By executing this Joinder as an Extending Term Lender, each of the Joining Lenders hereby agrees (i) to the terms of the Restatement Agreement, (ii) on the terms and subject to the conditions set forth in the Restatement Agreement and the Credit Agreement, to extend and convert all or a portion of its existing Euro Term B Loans, in the aggregate amount indicated on its signature page, into Euro Term B-1 Loans and (iii) on the terms and subject to the conditions set forth in the Restatement Agreement and the Credit Agreement, to extend and convert all or a portion of its existing Dollar Term B Loans, in the aggregate amount indicated on its signature page, into Dollar Term B-1 Loans.

SECTION 3. **Interest.** The Euro Term B-1 Loans established hereby shall initially be in the form of Euro Term Borrowings in the same proportion as the Euro Term Borrowings under the existing Euro Term B-1 Loans and with an Interest for each such Euro Term Borrowing that is coterminous with the Interest Period with respect to the corresponding existing Euro Term Borrowing and with a Eurocurrency Rate for such Euro Term Borrowing equal to the Eurocurrency Rate for the corresponding existing Euro Term Borrowing. The Dollar Term B-1 Loans established hereby shall initially be in the form of Dollar Term Borrowings in the same proportion as the Dollar Term Borrowings under the existing Dollar Term B-1 Loans and with an Interest for each such Dollar Term Borrowing that is coterminous with the Interest Period with respect to the corresponding existing Dollar Term Borrowing and with a Eurocurrency Rate for such Dollar Term Borrowing equal to the Eurocurrency Rate for the corresponding existing Dollar Term Borrowing.

SECTION 4. **Fees.** The Borrower agrees to pay to the Administrative Agent, as soon as reasonably practicable following the Joinder Effective Date (as defined below), for the account of each Joining Lender, a payment (the Extension Fee ) in an amount equal to (a) 0.15% of the aggregate amount of each Joining Lender's respective Term Loans as of the Joinder Effective Date. The Extension Fee shall be payable in Dollars and in immediately available funds and, once paid, such fee or any part thereof shall not be refundable.

SECTION 5. **Governing Law.** THIS JOINDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. **Effectiveness.** (a) This Joinder shall become effective as of the date (the Joinder Effective Date ) when each of parties hereto has executed and delivered to the Administrative Agent (or its counsel) a counterpart hereof.

(b) From and after the execution and delivery hereof by the parties hereto, this Joinder shall constitute a joinder agreement to the Restatement Agreement for all purposes of the Credit Agreement and the other Loan Documents.

(c) Except as expressly supplemented hereby, the Restatement Agreement shall remain in full force and effect.

SECTION 7. *Miscellaneous*. Each of the parties hereto agrees that each of Sections 7 to 10 of the Restatement Agreement will apply *mutatis mutandis* to this Joinder.

[Remainder of this page intentionally left blank]



**IN WITNESS WHEREOF**, the parties hereto have caused this Joinder to be duly executed by their duly authorized officers, all as of the date and year first above written.

BIOMET INC.,

By: /s/ Daniel P. Florin  
Name: Daniel P. Florin  
Title: Senior Vice President and Chief Financial  
Officer

LBV ACQUISITION INC.,

By: /s/ Daniel P. Florin  
Name: Daniel P. Florin  
Title: Senior Vice President and Chief Financial  
Officer

*Signature Page to Biomet Inc. Joinder to Amendment and Restatement Agreement*

EACH OF THE LOAN PARTIES LISTED BELOW,  
hereby consents to the entering into of this Joinder and  
agrees to the provisions hereof:

Bioelectron, Inc.

Biomet 3i, LLC

Biomet Biologics, LLC

Biomet Europe Ltd.

Biomet Fair Lawn LLC

Biomet Florida Services, LLC

Biomet International Ltd.

Biomet Leasing, Inc.

Biomet Manufacturing Corporation

Biomet Microfixation, LLC

Biomet Orthopedics, LLC

Biomet Sports Medicine, LLC

Biomet Trauma, LLC

Biomet U.S. Reconstruction, LLC

Cross Medical Products, LLC

EBI Holdings, LLC

EBI Medical Systems, LLC

EBI, LLC

Electro-Biology, LLC

Implant Innovations Holdings, LLC

Interpore Cross International, LLC

Interpore Spine Ltd.

Kirschner Medical Corporation

By: /s/ Daniel P. Florin  
Name: Daniel P. Florin  
Title:

Senior Vice President and Chief Financial  
Officer

*Signature Page to Biomet Inc. Joinder to Amendment and Restatement Agreement*

BANK OF AMERICA, N.A., as Administrative Agent,  
Swing Line Lender, L/C Issuer and as a Lender

By: /s/ Alys Trakas  
Name: Alys Trakas  
Title: Director

*Signature Page to Biomet Inc. Joinder to Amendment and Restatement Agreement*

**Lender Signature Page to the Joinder to Amendment and Restatement Agreement**

The undersigned hereby consents to the terms of the Joinder and the Restatement Agreement and, to the extent indicated below, submits the amount indicated below of its outstanding (i) Euro Term Loans for conversion to Euro Term B-1 Loans and (ii) Dollar Term Loans for conversion to Dollar Term B-1 Loans (it being understood that if the Lender has not made an election below, it will be deemed to have declined to convert any of its Term Loans).

**AllianceBernstein Institutional Investments**

**High Yield Loan Portfolio<sup>1</sup>**

as an Extending Term Lender,

By: /s/ Michael Sohr  
Name: Michael Sohr

Title: Senior Vice President

[By:  
Name:  
  
Title:]

**For Extensions of existing Dollar Term Loans:**

\$ \_\_\_\_\_ (if less than all Dollar Term Loans are being converted); or

Entire Amount (check box if all Dollar Term Loans are being converted)

**For Extensions of existing Euro Term Loans:**

\_\_\_\_\_ (if less than all Euro Term Loans are being converted); or

Entire Amount (check box if all Euro Term Loans are being converted)

<sup>1</sup> For Lenders that are funds managed by a common investment adviser, a separate signature page must be completed for each such fund.

[Joinder to the Amendment and Restatement Agreement]

**Lender Signature Page to the Joinder to Amendment and Restatement Agreement**

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**AMMC CLO V, LIMITED,**<sup>1</sup>

as an Extending Term Lender,

By: /s/ Chester M. Eng  
Name: Chester M. Eng

Title: Senior Vice President

[By:  
Name:  
  
Title:]

**For Extensions of existing Dollar Term Loans:**

\$ \_\_\_\_\_ (if less than all Dollar Term Loans are being converted); or

x Entire Amount (check box if all Dollar Term Loans are being converted)

**For Extensions of existing Euro Term Loans:**

\_\_\_\_\_ (if less than all Euro Term Loans are being converted); or

“ Entire Amount (check box if all Euro Term Loans are being converted)

<sup>1</sup> For Lenders that are funds managed by a common investment adviser, a separate signature page must be completed for each such fund.

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**AMMC CLO VI, LIMITED,**<sup>1</sup>

as an Extending Term Lender,

By: /s/ Chester M. Eng  
Name: Chester M. Eng

Title: Senior Vice President

[By:  
Name:  
  
Title:]

**For Extensions of existing Dollar Term Loans:**

\$ \_\_\_\_\_ (if less than all Dollar Term Loans are being converted); or

x Entire Amount (check box if all Dollar Term Loans are being converted)

**For Extensions of existing Euro Term Loans:**

\_\_\_\_\_ (if less than all Euro Term Loans are being converted); or

“ Entire Amount (check box if all Euro Term Loans are being converted)

<sup>1</sup> Lenders that are funds managed by a common investment adviser, a separate signature page must be completed for each such fund.

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**Gulf Stream Compass CLO**

**2005-II, Ltd.,<sup>1</sup>**

as an Extending Term Lender,

By: /s/ Joe Moroney  
Name: Joe Moroney

Title: Vice President

[By:  
Name:

Title:]

**For Extensions of existing Dollar Term Loans:**

\$ \_\_\_\_\_ (if less than all Dollar Term Loans are being converted); or

Entire Amount (check box if all Dollar Term Loans are being converted)

**For Extensions of existing Euro Term Loans:**

\_\_\_\_\_ (if less than all Euro Term Loans are being converted); or

Entire Amount (check box if all Euro Term Loans are being converted)

<sup>1</sup> For Lenders that are funds managed by a common investment adviser, a separate signature page must be completed for each such fund.

[Joinder to the Amendment and Restatement Agreement]



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**Gulf Stream Compass CLO**

**2007-II, Ltd.,<sup>1</sup>**

as an Extending Term Lender,

By: /s/ Joe Moroney  
Name: Joe Moroney

Title: Vice President

[By:  
Name:

Title:]

**For Extensions of existing Dollar Term Loans:**

\$ \_\_\_\_\_ (if less than all Dollar Term Loans are being converted); or

x Entire Amount (check box if all Dollar Term Loans are being converted)

**For Extensions of existing Euro Term Loans:**

\_\_\_\_\_ (if less than all Euro Term Loans are being converted); or

“ Entire Amount (check box if all Euro Term Loans are being converted)

<sup>1</sup> For Lenders that are funds managed by a common investment adviser, a separate signature page must be completed for each such fund.

[Joinder to the Amendment and Restatement Agreement]

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**Gulf Stream Sextant CLO**

**2006-1, Ltd.,<sup>1</sup>**

as an Extending Term Lender,

By: /s/ Joe Moroney  
Name: Joe Moroney

Title: Vice President

[By:  
Name:

Title:]

**For Extensions of existing Dollar Term Loans:**

\$ \_\_\_\_\_ (if less than all Dollar Term Loans are being converted); or

Entire Amount (check box if all Dollar Term Loans are being converted)

**For Extensions of existing Euro Term Loans:**

\_\_\_\_\_ (if less than all Euro Term Loans are being converted); or

Entire Amount (check box if all Euro Term Loans are being converted)

<sup>1</sup> For Lenders that are funds managed by a common investment adviser, a separate signature page must be completed for each such fund.

[Joinder to the Amendment and Restatement Agreement]

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**Gulf Stream Sextant CLO**

**2007-1, Ltd.,<sup>1</sup>**

as an Extending Term Lender,

By: /s/ Joe Moroney  
Name: Joe Moroney

Title: Vice President

[By:  
Name:  
  
Title:]

**For Extensions of existing Dollar Term Loans:**

\$ \_\_\_\_\_ (if less than all Dollar Term Loans are being converted); or

x Entire Amount (check box if all Dollar Term Loans are being converted)

**For Extensions of existing Euro Term Loans:**

\_\_\_\_\_ (if less than all Euro Term Loans are being converted); or

“ Entire Amount (check box if all Euro Term Loans are being converted)

<sup>1</sup> For Lenders that are funds managed by a common investment adviser, a separate signature page must be completed for each such fund.

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**Gulf Stream Sextant CLO 2007-1, Ltd.<sup>1</sup>**

as an Extending Term Lender,

By: /s/ Joe Moroney  
Name: Joe Moroney

Title: Vice President

[By:  
Name:  
  
Title:]

**For Extensions of existing Dollar Term Loans:**

\$ \_\_\_\_\_ (if less than all Dollar Term Loans are being converted); or

x Entire Amount (check box if all Dollar Term Loans are being converted)

**For Extensions of existing Euro Term Loans:**

\_\_\_\_\_ (if less than all Euro Term Loans are being converted); or

.. Entire Amount (check box if all Euro Term Loans are being converted)

<sup>1</sup> For Lenders that are funds managed by a common investment adviser, a separate signature page must be completed for each such fund.

[Joinder to the Amendment and Restatement Agreement]

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**Stone Tower CLO IV Ltd.,**<sup>1</sup>

as an Extending Term Lender,

By: /s/ Joe Moroney  
Name: Joe Moroney

Title: Authorized Signatory

[By:  
Name:  
  
Title:]

**For Extensions of existing Dollar Term Loans:**

\$ \_\_\_\_\_ (if less than all Dollar Term Loans are being converted); or

Entire Amount (check box if all Dollar Term Loans are being converted)

**For Extensions of existing Euro Term Loans:**

\_\_\_\_\_ (if less than all Euro Term Loans are being converted); or

Entire Amount (check box if all Euro Term Loans are being converted)

<sup>1</sup> For Lenders that are funds managed by a common investment adviser, a separate signature page must be completed for each such fund.

[Joinder to the Amendment and Restatement Agreement]

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**BANK OF AMERICA, N.A.,**

as an Extending Term Lender,

By: /s/ Meredith R. Smith  
Name: Meredith R. Smith

Title: Vice President

**For Extensions of existing Dollar Term Loans:**

\$ 2,600,000.00 (if less than all Dollar Term Loans are being converted); or

Entire Amount (check box if all Dollar Term Loans are being converted)

**For Extensions of existing Euro Term Loans:**

\_\_\_\_\_ (if less than all Euro Term Loans are being converted); or

Entire Amount (check box if all Euro Term Loans are being converted)

[Joinder to the Amendment and Restatement Agreement]

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**Allied World Assurance Company, Ltd,**

as an Extending Term Lender,

By: /s/ C Adrian Marshall  
Name: C. Adrian Marshall

Title: Authorized Signatory

**For Extensions of existing Dollar Term Loans:**

\$ \_\_\_\_\_ (if less than all Dollar Term Loans are being converted); or

Entire Amount (check box if all Dollar Term Loans are being converted)

**For Extensions of existing Euro Term Loans:**

\_\_\_\_\_ (if less than all Euro Term Loans are being converted); or

Entire Amount (check box if all Euro Term Loans are being converted)

[Joinder to the Amendment and Restatement Agreement]

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**JPMBI re Blackrock BankLoan Fund,**

as an Extending Term Lender,

By: /s/ C. Adrian Marshall  
Name: C. Adrian Marshall

Title: Authorized Signatory

**For Extensions of existing Dollar Term Loans:**

\$ \_\_\_\_\_ (if less than all Dollar Term Loans are being converted); or

Entire Amount (check box if all Dollar Term Loans are being converted)

**For Extensions of existing Euro Term Loans:**

\_\_\_\_\_ (if less than all Euro Term Loans are being converted); or

Entire Amount (check box if all Euro Term Loans are being converted)

[Joinder to the Amendment and Restatement Agreement]



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**BlackRock Floating Rate Income Trust,**

as an Extending Term Lender,

By: /s/ C. Adrian Marshall  
Name: C. Adrian Marshall

Title: Authorized Signatory

**For Extensions of existing Dollar Term Loans:**

\$ \_\_\_\_\_ (if less than all Dollar Term Loans are being converted); or

Entire Amount (check box if all Dollar Term Loans are being converted)

**For Extensions of existing Euro Term Loans:**

\_\_\_\_\_ (if less than all Euro Term Loans are being converted); or

Entire Amount (check box if all Euro Term Loans are being converted)

[Joinder to the Amendment and Restatement Agreement]

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**Lender Signature Page to the Joinder to Amendment and Restatement Agreement**

The undersigned hereby consents to the terms of the Joinder and the Restatement Agreement and, to the extent indicated below, submits the amount indicated below of its outstanding (i) Euro Term Loans for conversion to Euro Term B-1 Loans and (ii) Dollar Term Loans for conversion to Dollar Term B-1 Loans (it being understood that if the Lender has not made an election below, it will be deemed to have declined to convert any of its Term Loans).

**BlackRock Defined Opportunity Credit Trust,**

as an Extending Term Lender,

By: /s/ C. Adrian Marshall  
Name: C. Adrian Marshall

Title: Authorized Signatory

**For Extensions of existing Dollar Term Loans:**

\$ \_\_\_\_\_ (if less than all Dollar Term Loans are being converted); or

Entire Amount (check box if all Dollar Term Loans are being converted)

**For Extensions of existing Euro Term Loans:**

\_\_\_\_\_ (if less than all Euro Term Loans are being converted); or

Entire Amount (check box if all Euro Term Loans are being converted)