
**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): May 3, 2010 (April 27, 2010)

VERINT SYSTEMS INC.

(Exact name of registrant as specified in its charter)

Delaware (State or other Jurisdiction of Incorporation)	0-49790 (Commission File Number)	11-3200514 (IRS Employer Identification No.)
330 South Service Road, Melville, New York (Address of Principal Executive Offices)		11747 (Zip Code)

Registrant's telephone number, including area code: **(631) 962-9600**

None
(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

On April 27, 2010, Verint Systems Inc. ("Verint") entered into the Amendment, Waiver and Consent (the "Consent") among Verint, the lenders from time to time party thereto, and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent, with respect to the Credit Agreement, dated as of May 25, 2007, among Verint, the lenders from time to time party thereto, and the Administrative Agent party thereto (the "Credit Agreement"). The Consent extends the due date for delivery of audited consolidated financial statements and related documentation for the year ended January 31, 2010 from May 1, 2010 to June 1, 2010. In consideration for this amendment, Verint paid approximately \$0.9 million. This description of the Consent is qualified in its entirety by reference to the Consent, a copy of which is attached as exhibit 10.1 hereto and is incorporated herein by reference.

As previously disclosed, Verint's Annual Report on Form 10-K for the year ended January 31, 2010 has been delayed due to the compressed timeframe resulting from its filing of two Annual Reports on Form 10-K covering the four fiscal years ended January 31, 2009 in the six and a half week period preceding this report. Verint is now substantially complete with its Annual Report on Form 10-K for the year ended January 31, 2010 and expects to file such report and deliver the audited consolidated financial statements for such period to the lenders as soon as possible within the time period permitted by the Consent.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit Number	Description
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10.1	Amendment, Waiver, and Consent, dated April 27, 2010, among Verint Systems Inc., the lenders from time to time party thereto, and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent, to the Credit Agreement, dated as of May 25, 2007, among Verint Systems Inc., the lenders from time to time party thereto, and the Administrative Agent party thereto.
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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Verint Systems Inc.

Date: May 3, 2010

By: /s/ Douglas E. Robinson

Name: Douglas E. Robinson

Title: Chief Financial Officer

EXHIBIT INDEX

**Exhibit
Number**
10.1

Description

Amendment, Waiver, and Consent, dated April 27, 2010, among Verint Systems Inc., the lenders from time to time party thereto, and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent, to the Credit Agreement, dated as of May 25, 2007, among Verint Systems Inc., the lenders from time to time party thereto, and the Administrative Agent party thereto.

AMENDMENT, WAIVER AND CONSENT

AMENDMENT, WAIVER AND CONSENT (this "**Consent**"), dated as of April 27, 2010, with respect to the Credit Agreement dated as of May 25, 2007 (as modified by that certain Amendment, Resignation, Waiver, Consent and Appointment Agreement dated as of June 4, 2009, the "**Credit Agreement**") among VERINT SYSTEMS INC. (the "**Borrower**"), the LENDERS from time to time party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (formerly known as Credit Suisse, Cayman Islands Branch), as Administrative Agent (the "**Administrative Agent**").

WHEREAS, Sections 6.1(a) and 6.2(a), (b) and (d) of the Credit Agreement require the Borrower to furnish to the Administrative Agent (on behalf of the Lenders) after the end of each fiscal year of the Borrower certain financial statements (and an audit report with respect thereto) and certain certificates and a management discussion and analysis ("**MD&A**") with respect to such fiscal year (all such required financial statements and other deliverables, the "**Annual Financial Deliverables**"); and

WHEREAS, the Borrower has requested that the Lenders extend the due date for delivery of the Annual Financial Deliverables for the Borrower's fiscal quarter and year ended January 31, 2010 to June 1, 2010; and

WHEREAS, the Borrower has further requested that Section 6.2(d) of the Credit Agreement, which requires the Borrower to deliver a quarterly MD&A to the Administrative Agent, be clarified such that the deadline for such delivery for the fourth fiscal quarter of any fiscal year be coterminous with the deadline for delivery of the Borrower's financial statements for such fiscal year.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. *Defined Terms.* Unless otherwise specifically defined herein, each term used herein that is defined in the Credit Agreement has the meaning assigned to such term in the Credit Agreement.

Section 2. *Limited Consent and Waiver.* At the request of the Borrower, the Lenders hereby extend to June 1, 2010 the due date for delivery of the Annual Financial Deliverables with respect to the Borrower's fiscal quarter and year ended January 31, 2010, and waive any Default and/or Event of Default otherwise resulting from the Borrower's failure to deliver the same prior to such date. The consent and waiver granted pursuant to this Section 2 shall be limited precisely as written, and shall not extend to any other Default (including, for avoidance of doubt, any Default that may exist after June 1, 2010).

Section 3. *Amendment.* Section 6.2(d) of the Credit Agreement is hereby amended and restated in its entirety as follows:

“(d) within 45 days (or, in the case of the fourth fiscal quarter of any fiscal year, 90 days) after the end of each fiscal quarter of the Borrower commencing with the fiscal quarter ending July 31, 2008, a narrative discussion and analysis of the financial condition and results of operations of the Borrower and its Subsidiaries for such fiscal quarter and for the period from the beginning of the then current fiscal year to the end of such fiscal quarter, as compared to the comparable periods of the previous year; and”.

Section 4. *Representations of the Borrower.* The Borrower represents and warrants that, immediately after giving effect to this Consent, (i) the representations and warranties of the Loan Parties set forth in Section 4 of the Credit Agreement and in each other Loan Document are true and correct in all material respects on and as of the date hereof, except in each case to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date and (ii) no Default has occurred and is continuing as of the date hereof.

Section 5 *Effectiveness.* This Consent shall become effective on the first date on which all of the following conditions have been satisfied: (a) this Consent shall have been executed by the Borrower and the Required Lenders, (b) the Administrative Agent shall have received from the Borrower a fee for the account of each Lender that has executed and delivered a signature page hereto to the Administrative Agent no later than 5 p.m. (New York time) on April 23, 2010 (or such later deadline, if any, as may be agreed to by the Borrower and indicated by the Administrative Agent to the Lenders for receipt of signatures) in an amount equal to ten basis points of the sum of such Lender’s outstanding principal amount of Term Loans and Revolving Credit Commitment (whether used or unused), and (c) any fees and expenses owing to the Administrative Agent (or its affiliates), as separately agreed to in writing by the Borrower and the Administrative Agent (or its affiliates) and invoiced to the Borrower in reasonable detail prior to the date hereof, shall have been paid in full.

Section 6. *Governing Law.* This Consent shall be governed by and construed in accordance with the laws of the State of New York.

Section 7. *Counterparts.* This Consent may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be duly executed as of the date first above written.

BORROWER

VERINT SYSTEMS INC.

By: /s/ Douglas E. Robinson

Name: Douglas E. Robinson

Title: Chief Financial Officer

ADMINISTRATIVE AGENT

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as

Administrative Agent

By: /s/ Karl M. Studer

Name: Karl M. Studer

Title: Director

By: /s/ Christopher Reo Day

Name: Christopher Reo Day

Title: Associate

LENDER

ABS Loans 2007 Limited, a subsidiary of
Goldman Sachs Institutional Funds II PLC

By: /s/ Simon Firbank _____

Name: Simon Firbank

Title: Authorized Signatory

LENDER

Ares XII CLO Ltd.

By: Ares CLO Management XII, L.P., its
Asset Manager

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

LENDER

Confluent 2 Limited

By: Ares Private Account Management I,
L.P., its Sub-Manager

By: Ares Private Account Management I GP,
LLC, its General Partner

By: Ares Management LLC, as Manager

By: /s/ Americo Cascella _____

Name:

Title: Authorized Signatory

LENDER

Ares Enhanced Loan Investment Strategy III, Ltd.

By: Ares Enhanced Loan Management III,
L.P., its Portfolio Manager

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

LENDER

Future Fund Board of Guardians

By: Ares Enhanced Loan Investment Strategy
Advisor IV, L.P., its Investment Manager

(on behalf of the Elis IV Sub Account)

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

LENDER

Ares Enhanced Credit Opportunities Fund Ltd.

By: Ares Enhanced Credit Opportunities
Fund Management, L.P., its Manager

By: Ares Enhanced Credit Opportunities
Fund Management GP, LLC, as General Partner

By: Ares Management LLC, its Manager

By: /s/ Seth J. Brufsky

Name: Seth J. Brufsky

Title: Authorized Signatory

LENDER

Ares Institutional Loan Fund B.V.
By: Ares Management Limited, its
Investment Advisor

By: /s/ John Leupp

Name: John Leupp
Title: Authorized Signatory

LENDER

Sei Institutional Investments Trust
Enhanced LIBOR Opportunities Fund
By: Ares Management LLC, as Portfolio Manager

By: /s/ John Leupp

Name: John Leupp
Title: Authorized Signatory

LENDER

SEI Institutional Managed Trust Enhanced Income Fund
By: Ares Management LLC, as Portfolio Manager

By: /s/ John Leupp

Name: John Leupp
Title: Authorized Signatory

LENDER

Barclays Bank PLC

By: /s/ Eduardo Reyes

Name: Eduardo Reyes
Title: Authorized Signatory

LENDER

Bushnell Loan Fund II, Ltd.

By: /s/ Patrick M. Cook

Name: Patrick M. Cook

Title: Assistant Vice President

LENDER

Atrium CDO

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

LENDER

Atrium II

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

LENDER

Atrium III

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

LENDER

Atrium IV

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

LENDER

Atrium V

By: Credit Suisse Alternative Capital,
Inc., as Collateral Manager

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

LENDER

Atrium VI

By: Credit Suisse Alternative Capital, Inc.,
as Collateral Manager

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

LENDER

Castle Garden Funding

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

LENDER

Credit Suisse Dollar Senior Loan Fund, Ltd.

By: Credit Suisse Alternative Capital Inc.,
as Investment Manager

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

LENDER

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/ Louis Farano
Name: Louis Farano
Title: Authorized Signatory

LENDER

CSAM Funding I

By: /s/ Louis Farano
Name: Louis Farano
Title: Authorized Signatory

LENDER

CSAM Funding II

By: /s/ Louis Farano
Name: Louis Farano
Title: Authorized Signatory

LENDER

CSAM Funding III

By: /s/ Louis Farano
Name: Louis Farano
Title: Authorized Signatory

LENDER

CSAM Funding IV

By: /s/ Louis Farano
Name: Louis Farano
Title: Authorized Signatory

LENDER

Madison Park Funding I, Ltd.

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

LENDER

Madison Park Funding II, Ltd.

By: Credit Suisse Alternative Capital,
Inc., as Collateral Manager

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

LENDER

Madison Park Funding III, Ltd.

By: Credit Suisse Alternative Capital,
Inc., as Collateral Manager

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

LENDER

Madison Park Funding IV, Ltd.

By: Credit Suisse Alternative Capital,
Inc., as Collateral Manager

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

LENDER

Madison Park Funding V, Ltd.

By: Credit Suisse Alternative Capital,
Inc., as Collateral Manager

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

LENDER

Madison Park Funding VI, Ltd.

By: Credit Suisse Alternative Capital, Inc., as
Collateral Manager

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

LENDER

BA/CSCredit 1 LLC

By: Credit Suisse Alternative Capital, Inc., as
Investment Manager duly appointed by Verizon
Investment Management Corp. in its capacity as
Managing Member of CA/CSCredit 1 LLC

By: /s/ Louis Farano

Name: Louis Farano

Title: Authorized Signatory

LENDER

First Trust/Four Corners Senior Floating
Rate Income Fund

By: Four Corners Capital Management, LLC
as Sub-Advisor

By: /s/ Drew R. Sweeney

Name: Drew R. Sweeney

Title: Sr. Vice President

LENDER

First Trust/Four Corners Senior Floating
Rate Income Fund II
By: Four Corners Capital Management, LLC
as Sub-Advisor

By: /s/ Drew R. Sweeney
Name: Drew R. Sweeney
Title: Sr. Vice President

LENDER

SFR, Ltd.
By: Four Corners Capital Management, LLC
as Collateral Manager

By: /s/ Drew R. Sweeney
Name: Drew R. Sweeney
Title: Sr. Vice President

LENDER

The Foothill Group, Inc.

By: /s/ Greg Apkarian
Name: Greg Apkarian
Title: Vice President

LENDER

Foothill CLO I, Ltd.
By: The Footfill Group, Inc.,
as attorney-in-fact

By: /s/ Greg Apkarian
Name: Greg Apkarian
Title: Managing Member

LENDER

General Electric Capital Corporation

By: /s/ Jeffrey Skinner
Name: Jeffrey Skinner
Title: Duly Authorized Signatory

LENDER

Genesis CLO 2007-2 Ltd.

By: LLCP Advisors LLC as Collateral Manager

By: /s/ Tejs Broberg

Name: Tejs Broberg

Title: Vice President

LENDER

GGC Finance Partnership, L.P.

By: /s/ Rob Stobo

Name: Rob Stobo

Title: Director

LENDER

GoldenTree Leverage Loan Financing I, Limited

By: GoldenTree Leverage Loan Manager LLC

By: /s/ Karen Weber

Name: Karen Weber

Title: Director — Bank Debt

LENDER

GoldenTree Capital Opportunities, LP

By: GoldenTree Asset Management, LP

By: /s/ Karen Weber

Name: Karen Weber

Title: Director — Bank Debt

LENDER

GoldenTree Loan Opportunities III, Limited
By: GoldenTree Asset Management, LP

By: /s/ Karen Weber

Name: Karen Weber
Title: Director — Bank Debt

LENDER

GoldenTree Loan Opportunities IV, Limited
By: GoldenTree Asset Management, LP

By: /s/ Karen Weber

Name: Karen Weber
Title: Director — Bank Debt

LENDER

GoldenTree Loan Opportunities V, Limited
By: GoldenTree Asset Management, LP

By: /s/ Karen Weber

Name: Karen Weber
Title: Director — Bank Debt

LENDER

GoldenTree Loan Opportunities Financing I, Limited
By: GoldenTree Asset Management, LP

By: /s/ Karen Weber

Name: Karen Weber
Title: Director — Bank Debt

LENDER

Chelsea Park CLO Ltd.
By: GSO/BLACKSTONE Debt Funds
Management LLC as Collateral Manager

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

LENDER

Essex Park CDO Ltd.
By: Blackstone Debt Advisors L.P. as
Collateral Manager

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

LENDER

FM Leveraged Capital Fund I
By: GSO/BLACKSTONE Debt Funds
Management LLC as subadviser to
FriedbergMilstein LLC

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

LENDER

FM Leveraged Capital Fund II
By: GSO/BLACKSTONE Debt Funds
Management LLC as subadviser to
FriedbergMilstein LLC

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

LENDER

FriedbergMilstein Private Capital Fund I
By: GSO/BLACKSTONE Debt Funds
Management LLC as subadviser to
FriedbergMilstein LLC

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

LENDER

Gale Force 1 CLO, Ltd.
By: GSO/BLACKSTONE Debt Funds
Management LLC as subadviser to
FriedbergMilstein LLC

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

LENDER

Gale Force 2 CLO, Ltd.
By: GSO/BLACKSTONE Debt Funds
Management LLC as subadviser to
FriedbergMilstein LLC

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

LENDER

Gale Force 3 CLO, Ltd.
By: GSO/BLACKSTONE Debt Funds
Management LLC as subadviser to
FriedbergMilstein LLC

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

LENDER

Gale Force 4 CLO, Ltd.
By: GSO/BLACKSTONE Debt Funds
Management LLC as subadviser to
FriedbergMilstein LLC

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

LENDER

Hudson Straits CLO 2004, Ltd.
By: GSO/BLACKSTONE Debt Funds
Management LLC as subadviser to
FriedbergMilstein LLC

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

LENDER

Inwood Park CDO Ltd.
By: Blackstone Debt Advisors L.P., as
Collateral Manager

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

LENDER

Lafayette Square CDO Ltd.
By: Blackstone Debt Advisors L.P., as
Collateral Manager

By: /s/ Daniel H. Smith
Name: Daniel H. Smith
Title: Authorized Signatory

LENDER

Monument Park CDO Ltd.

By: Blackstone Debt Advisors L.P., as
Collateral Manager

By: /s/ Daniel H. Smith _____

Name: Daniel H. Smith

Title: Authorized Signatory

LENDER

Prospect Park CDO Ltd.

By: Blackstone Debt Advisors L.P., as
Collateral Manager

By: /s/ Daniel H. Smith _____

Name: Daniel H. Smith

Title: Authorized Signatory

LENDER

Tribeca Park CLO Ltd.

By: GSO/BLACKSTONE Debt Funds
Management LLC as subadviser to
FriedbergMilstein LLC

By: /s/ Daniel H. Smith _____

Name: Daniel H. Smith

Title: Authorized Signatory

LENDER

Gulf Stream-Compass CLO 2004-1, Ltd
By: Gulf Stream Asset Management
LLC as Collateral Manager

Gulf Stream-Compass CLO 2005-1, Ltd
By: Gulf Stream Asset Management
LLC as Collateral Manager

Gulf Stream-Compass CLO 2005-II, Ltd
By: Gulf Stream Asset Management
LLC as Collateral Manager

Gulf Stream-Sextant CLO 2006-1, Ltd
By: Gulf Stream Asset Management
LLC as Collateral Manager

Gulf Stream-Rashinban CLO 2006-1, Ltd
By: Gulf Stream Asset Management
LLC as Collateral Manager

Gulf Stream-Sextant CLO 2007-1, Ltd
By: Gulf Stream Asset Management
LLC as Collateral Manager

Gulf Stream-Compass CLO 2007, Ltd
By: Gulf Stream Asset Management
LLC as Collateral Manager

Neptune Finance CCS, Ltd
By: Gulf Stream Asset Management
LLC as Collateral Manager

By: /s/ Barry K. Love

Name: Barry K. Love

Title: Chief Credit Officer

LENDER

The Hartford Mutual Funds, Inc., on
behalf of The Hartford Floating Rate Fund
By: Hartford Investment Management
Company, its sub-advisor

By: /s/ Francesco Ossino
Name: Francesco Ossino
Title: Senior Vice President

LENDER

Armstrong Loan Funding, LTD
By: Highland Capital Management,
L.P., as Collateral Manager
By: Strand Advisors, Inc., its General
Partner

By: /s/ Jason Post
Name: Jason Post
Title: Operations Director

LENDER

Brentwood CLO Ltd.
By: Highland Capital Management,
L.P., as Collateral Manager
By: Strand Advisors, Inc., its General
Partner

By: /s/ Jason Post
Name: Jason Post
Title: Operations Director

LENDER

Loan Funding IV LLC
By: Highland Capital Management,
L.P., as Collateral Manager
By: Strand Advisors, Inc., its General
Partner

By: /s/ Jason Post
Name: Jason Post
Title: Operations Director

LENDER

Eastland CLO, Ltd.

By: Highland Capital Management, L.P., as
Collateral Manager

By: Strand Advisors, Inc., its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

LENDER

Gleneagles CLO, Ltd.

By: Highland Capital Management, L.P., as
Collateral Manager

By: Strand Advisors, Inc., its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

LENDER

Grayson CLO, Ltd.

By: Highland Capital Management, L.P., as
Collateral Manager

By: Strand Advisors, Inc., its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

LENDER

Greenbriar CLO, Ltd.

By: Highland Capital Management, L.P., as
Collateral Manager

By: Strand Advisors, Inc., its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

LENDER

Highland Credit Opportunities CDO Ltd.

By: Highland Capital Management, L.P., as
Collateral Manager

By: Strand Advisors, Inc., its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

LENDER

Highland Loan Funding V Ltd.

By: Highland Capital Management, L.P., as
Collateral Manager

By: Strand Advisors, Inc., its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

LENDER

Jasper CLO, Ltd.

By: Highland Capital Management, L.P., as
Collateral Manager

By: Strand Advisors, Inc., its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

LENDER

Liberty CLO, Ltd.

By: Highland Capital Management, L.P., as
Collateral Manager

By: Strand Advisors, Inc., its General Partner

By: /s/ Jason Post _____

Name: Jason Post

Title: Operations Director

LENDER

Longhorn Credit Funding, LLC

By: Highland Capital Management, L.P., as
Collateral Manager

By: Strand Advisors, Inc., its General Partner

By: /s/ Jason Post _____

Name: Jason Post

Title: Operations Director

LENDER

Red River CLO Ltd.

By: Highland Capital Management, L.P., as
Collateral Manager

By: Strand Advisors, Inc., its General Partner

By: /s/ Jason Post _____

Name: Jason Post

Title: Operations Director

LENDER

Republic Loan Funding, Ltd.

By: Highland Capital Management, L.P., as
Collateral Manager

By: Strand Advisors, Inc., its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

LENDER

Rockwall CDO Ltd.

By: Highland Capital Management, L.P., as
Collateral Manager

By: Strand Advisors, Inc., its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

LENDER

Rockwall CDO II Ltd.

By: Highland Capital Management, L.P., as
Collateral Manager

By: Strand Advisors, Inc., its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

LENDER

Southfork CLO, Ltd.

By: Highland Capital Management, L.P., as
Collateral Manager

By: Strand Advisors, Inc., its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

LENDER

Stratford CLO, Ltd.

By: Highland Capital Management, L.P., as
Collateral Manager

By: Strand Advisors, Inc., its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

LENDER

Loan Funding VII LLC

By: Highland Capital Management, L.P., as
Collateral Manager

By: Strand Advisors, Inc., its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

LENDER

Westchester CLO, Ltd.

By: Highland Capital Management, L.P., as
Collateral Manager

By: Strand Advisors, Inc., its General Partner

By: /s/ Jason Post

Name: Jason Post

Title: Operations Director

LENDER

Highland Credit Strategies Fund

By: /s/ Jason Blackburn

Name: Jason Blackburn

Title: Secretary and Treasurer

LENDER

Highland Floating Rate Fund

By: /s/ Jason Blackburn

Name: Jason Blackburn

Title: Secretary and Treasurer

LENDER

BLT 2009-1 Ltd.

By: INVESCO Senior Secured Management,
Inc. As Collateral Manager

By: /s/ Thomas Ewald

Name: Thomas Ewald

Title: Authorized Signatory

LENDER

CELTS 2007-1 Ltd.

By: INVESCO Senior Secured Management,
Inc. As Portfolio Manager

By: /s/ Thomas Ewald

Name: Thomas Ewald

Title: Authorized Signatory

LENDER

Diversified Credit Portfolio Ltd.

By: INVESCO Senior Secured Management,
Inc. As investment Adviser

By: /s/ Thomas Ewald

Name: Thomas Ewald

Title: Authorized Signatory

LENDER

AJM Floating Rate Fund
By: INVESCO Senior Secured Management,
Inc. As Sub-Adviser

By: /s/ Thomas Ewald
Name: Thomas Ewald
Title: Authorized Signatory

LENDER

Hudson Canyon Funding II Subsidiary
Holding Company II LLC
By: INVESCO Senior Secured Management,
Inc. As Collateral Manager & Attorney in Fact

By: /s/ Thomas Ewald
Name: Thomas Ewald
Title: Authorized Signatory

LENDER

Lehman Commercial Paper Inc.

By: /s/ Steve Shirreffs
Name: Steve Shirreffs
Title: Authorized Signatory

LENDER

LightPoint CLO VIII, Ltd.
By: Neuberger Berman Fixed Income LLC as
Collateral Manager

By: /s/ Ann E. O'Halloran
Name: Ann E. O'Halloran
Title: Vice President

LENDER

LightPoint CLO III, Ltd.

By: Neuberger Berman Fixed Income LLC as
Collateral Manager

By: /s/ Ann E. O'Halloran _____

Name: Ann E. O'Halloran

Title: Vice President

LENDER

LightPoint CLO IV, Ltd.

By: Neuberger Berman Fixed Income LLC as
Collateral Manager

By: /s/ Ann E. O'Halloran _____

Name: Ann E. O'Halloran

Title: Vice President

LENDER

LightPoint CLO V, Ltd.

By: Neuberger Berman Fixed Income LLC as
Collateral Manager

By: /s/ Ann E. O'Halloran _____

Name: Ann E. O'Halloran

Title: Vice President

LENDER

Van Kampen Senior Loan Fund

By: Van Kampen Asset Management

By: /s/ Ryan Kommers _____

Name: Ryan Kommers

Title: Vice President

LENDER

Zodiac Fund — Morgan Stanley US
Senior Loan Fund
By: Morgan Stanley Investment Management
Inc., as Investment Manager

By: /s/ Ryan Kommers
Name: Ryan Kommers
Title: Vice President

LENDER

Van Kampen Senior Income Trust
By: Van Kampen Asset Management

By: /s/ Ryan Kommers
Name: Ryan Kommers
Title: Vice President

LENDER

QUALCOMM Global Trading, Inc.
By: Morgan Stanley Investment Management
Inc., as Investment Manager

By: /s/ Ryan Kommers
Name: Ryan Kommers
Title: Vice President

LENDER

Morgan Stanley Prime Income Trust

By: /s/ Ryan Kommers
Name: Ryan Kommers
Title: Vice President

LENDER

Van Kampen Dynamic Credit
Opportunities Fund
By: Van Kampen Asset Management

By: /s/ Ryan Kommers

Name: Ryan Kommers
Title: Vice President

LENDER

Confluent 3 Limited
By: Morgan Stanley Investment Management
Inc. as Investment Manager

By: /s/ Ryan Kommers

Name: Ryan Kommers
Title: Vice President

LENDER

NYLIM Institutional Floating Rate Fund L.P.
By: New York Life Investment Management
LLC, its Investment Manager

By: /s/ John Cibbarelli

Name: John Cibbarelli
Title: Managing Director

LENDER

MainStay Floating Rate Fund, a series of Eclipse
Funds, Inc.
By: New York Life Investment Management
LLC, its Investment Manager

By: /s/ John Cibbarelli

Name: John Cibbarelli
Title: Managing Director

LENDER

MainStay VP Floating Rate Portfolio, a
series of MainStay VP Series Fund, Inc.
By: New York Life Investment Management
LLC, its Investment Manager

By: /s/ John Cibbarelli _____
Name: John Cibbarelli
Title: Managing Director

LENDER

New York Life Insurance Company

By: /s/ John Cibbarelli _____
Name: John Cibbarelli
Title: Managing Director

LENDER

New York Life Insurance and Annuity
Corporation
By: New York Life Investment Management
LLC, its Investment Manager

By: /s/ John Cibbarelli _____
Name: John Cibbarelli
Title: Managing Director

LENDER

PPM Monarch Bay Funding LLC

By: /s/ Stacy Lai _____
Name: Stacy Lai
Title: Assistant Vice President

LENDER

Serves 2006-1, Ltd.

By: PPM America Inc., as Collateral Manager

By: /s/ Chris Kappas

Name: Chris Kappas

Title: Managing Director

LENDER

PPM Grayhawk CLO, Ltd.

By: PPM America Inc., as Collateral Manager

By: /s/ Chris Kappas

Name: Chris Kappas

Title: Managing Director

LENDER

Ameriprise Certificate Company

By: /s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Assistant Vice President

LENDER

Cent CDO 10 Limited

By: RiverSource Investments, LLC as
Collateral Manager

By: /s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Director of Operations

LENDER

Cent CDO XI Limited

By: RiverSource Investments, LLC as
Collateral Manager

By: /s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Director of Operations

LENDER

Cent CDO 12 Limited
By: RiverSource Investments, LLC as
Collateral Manager

By: /s/ Robin C. Stancil
Name: Robin C. Stancil
Title: Director of Operations

LENDER

Cent CDO 14 Limited
By: RiverSource investments, LLC as
Collateral Manager

By: /s/ Robin C. Stancil
Name: Robin C. Stancil
Title: Director of Operations

LENDER

Cent CDO 15 Limited
By: RiverSource Investments, LLC as
Collateral Manager

By: /s/ Robin C. Stancil
Name: Robin C. Stancil
Title: Director of Operations

LENDER

Centurion CDO VI, Ltd.
By: RiverSource Investments, LLC as
Collateral Manager

By: /s/ Robin C. Stancil
Name: Robin C. Stancil
Title: Director of Operations

LENDER

Centurion CDO VII Limited
By: RiverSource Investments, LLC as
Collateral Manager

By: /s/ Robin C. Stancil _____
Name: Robin C. Stancil
Title: Director of Operations

LENDER

Centurion CDO 8 Limited
By: RiverSource Investments, LLC as
Collateral Manager

By: /s/ Robin C. Stancil _____
Name: Robin C. Stancil
Title: Director of Operations

LENDER

Centurion CDO 9 Limited
By: RiverSource Investments, LLC as
Collateral Manager

By: /s/ Robin C. Stancil _____
Name: Robin C. Stancil
Title: Director of Operations

LENDER

RiverSource Bond Series, Inc. —
RiverSource Floating Rate Fund

By: /s/ Robin C. Stancil _____
Name: Robin C. Stancil
Title: Assistant Vice President

LENDER

RiverSource Strategic Allocation Series, Inc.
— RiverSource Strategic income Allocation
Fund

By: /s/ Robin C. Stancil _____
Name: Robin C. Stancil
Title: Assistant Vice President

LENDER

Stedman Loan Fund II, Ltd.

By: /s/ Patrick M. Cook _____
Name: Patrick M. Cook
Title: Assistant Vice President

LENDER

Valinor Capital Partners, L.P.

By: /s/ Richard Lawrenson _____
Name: Richard Lawrenson
Title: Controller

LENDER

Victoria Court CBNA Loan Funding LLC

By: /s/ Adam Kaiser _____
Name: Adam Kaiser
Title: Attorney-in-fact

LENDER

VZBFI L.P.(f/k/a/ YLIME Holdings)

By: /s/ David Baylor _____
Name: David Baylor
Title: C.O.O.

Each of the persons listed on Annex A,
severally but not jointly, as lender
By: Wellington Management Company, LLP,
as Investment Advisers

By: /s/ Robert J. Toner

Name: Robert J. Toner
Title: President & Counsel

**Verint Systems
Annex A**

UMC Benefit Board, Inc.

Hiscox Insurance Company (Bermuda) Ltd

Hiscox Syndicate 33

Symetra Life Insurance Company

Wellington Trust Company, National Association Multiple Common Trust Funds
Trust-Opportunistic Fixed Income Allocation Portfolio

Max Bermuda Ltd.

Stellar Performer Global Series W — Global Credit

SunAmerica Senior Floating Rate Fund, Inc.

United America Indemnity, Ltd

Wellington Trust Company, National Association Multiple Common Trust Funds
Trust, Opportunistic Investment Portfolio

LENDER

WhiteHorse I, Ltd.

By: WhiteHorse Capital Partners, L.P. as
Collateral Manager

By: WhiteRock Asset Advisor, LLC, its G.P.

By: /s/ Stephen Raggio

Name: Stephen Raggio

Title: Authorized Signatory

LENDER

WhiteHorse III, Ltd.

By: WhiteHorse Capital Partners, L.P. as
Collateral Manager

By: WhiteRock Asset Advisor, LLC, its G.P.

By: /s/ Stephen Raggio

Name: Stephen Raggio

Title: Authorized Signatory