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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

**Washington, D.C. 20549**

**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. 3)\***

**The Nasdaq Stock Market, Inc.**

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(Name of Issuer)

Common stock, Par value \$0.01 per share  
(Title of Class of Securities)

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631103108  
(CUSIP Number)

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Hellman & Friedman Capital Partners IV, L.P., H&F International Partners IV-A, L.P.,  
H&F International Partners IV-B, L.P. and H&F Executive Fund IV, L.P.  
c/o H&F Investors IV, LLC  
One Maritime Plaza, 12<sup>th</sup> Floor  
San Francisco, CA 94111  
(415) 788-5111

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(Name, Address and Telephone Number of Person Authorized to  
Receive Notices and Communications)

November 8, 2007  
(Date of Event Which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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<b>1</b>	NAMES OF REPORTING PERSONS H&F Investors IV, LLC	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="radio"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO, BK	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="radio"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION California	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 23,545,368**
	<b>8</b>	SHARED VOTING POWER 3,098**
	<b>9</b>	SOLE DISPOSITIVE POWER 23,545,368**
	<b>10</b>	SHARED DISPOSITIVE POWER 3,098**
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 23,548,466**	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 17.1%	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

\*\*See Item 5 below

<b>1</b>	NAMES OF REPORTING PERSONS Hellman & Friedman Capital Partners IV, L.P.	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="radio"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO, BK	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="radio"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION California	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 18,979,866**
	<b>8</b>	SHARED VOTING POWER 3,098**
	<b>9</b>	SOLE DISPOSITIVE POWER 18,979,866**
	<b>10</b>	SHARED DISPOSITIVE POWER 3,098**
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 18,982,964**	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.3%	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

\*\*See Item 5 below

<b>1</b>	NAMES OF REPORTING PERSONS H&F Executive Fund IV, L.P.	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="radio"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO, BK	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="radio"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION California	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 422,122**
	<b>8</b>	SHARED VOTING POWER 3,098**
	<b>9</b>	SOLE DISPOSITIVE POWER 422,122**
	<b>10</b>	SHARED DISPOSITIVE POWER 3,098**
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 425,220**	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.4%	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

\*\*See Item 5 below

<b>1</b>	NAMES OF REPORTING PERSONS H&F International Partners IV-A, L.P.	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="radio"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO, BK	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="radio"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION California	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 3,115,622**
	<b>8</b>	SHARED VOTING POWER 3,098**
	<b>9</b>	SOLE DISPOSITIVE POWER 3,115,622**
	<b>10</b>	SHARED DISPOSITIVE POWER 3,098**
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,118,720**	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.6%	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

\*\*See Item 5 below

<b>1</b>	NAMES OF REPORTING PERSONS H&F International Partners IV-B, L.P.	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="radio"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO, BK	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="radio"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION California	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 1,027,758**
	<b>8</b>	SHARED VOTING POWER 3,098**
	<b>9</b>	SOLE DISPOSITIVE POWER 1,027,758**
	<b>10</b>	SHARED DISPOSITIVE POWER 3,098**
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,030,856**	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.9%	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

\*\*See Item 5 below

This Amendment No. 3 supplements and amends Items 2, 4, 5, 6, and 7 of the statements on Schedule 13D relating to the common stock, \$0.01 par value per share (“Issuer Common Stock”), of The Nasdaq Stock Market, Inc., a Delaware corporation (the “Issuer”), filed on May 2, 2005 by H&F Investors IV, LLC, Hellman & Friedman Capital Partners IV, L.P., H&F Executive Fund IV, L.P., H&F International Partners IV-A, L.P. and H&F International Partners IV-B, L.P. Each Item below amends and supplements the information disclosed under the corresponding Item of the initial Schedule 13D, and Amendments Nos. 1 and 2 thereto.

## **Item 2 Identity and Background.**

Item 2 of Schedule 13D is hereby amended and supplemented by deleting it in its entirety and replacing it with the following:

This Schedule 13D is filed jointly on behalf of H&F Investors IV, LLC (“H&F Investors”), Hellman & Friedman Capital Partners IV, L.P. (“HFICP IV”), H&F Executive Fund IV, L.P. (“HFEF IV”), H&F International Partners IV-A, L.P. (“HFIP IV-A”) and H&F International Partners IV-B, L.P. (“HFIP IV-B”) and, together with HFICP IV, HFEF IV and HFIP IV-A, the “H&F Partnerships”, and, together with H&F Investors, the “Reporting Persons”).

H&F Investors is a California limited liability company whose principal business is serving as the sole general partner of each of the H&F Partnerships. Each of the H&F Partnerships is a California limited partnership whose principal business is investing in securities. The principal office of each of the Reporting Persons is One Maritime Plaza, 12th Floor, San Francisco, California 94111.

The members who are current managing directors of H&F Investors consist of the following individuals: Mitchell R. Cohen, Philip U. Hammarskjold, Patrick J. Healy, F. Warren Hellman, Georgia Lee, Brian M. Powers, Thomas F. Steyer, Allen R. Thorpe, David R. Tunnell, C. Andrew Ballard and Jeffrey A. Goldstein. The present principal occupation of Mr. Steyer is Senior Managing Member of each of Farallon Capital Management, L.L.C. and Farallon Partners, L.L.C. and his present principal office is One Maritime Plaza, 21st Floor, San Francisco, California 94111. The present principal occupation of each of the other members of H&F Investors listed herein is Managing Director of Hellman & Friedman LLC. The principal office of Mr. Healy is Millbank Tower, 30th Floor, 21-24 Millbank, London, England SW1P4QP. The principal office of each of Messrs. Goldstein and Thorpe is 390 Park Avenue, 21st Floor, New York, NY 10022. The principal office of each of the other members of H&F Investors is One Maritime Plaza, 12th Floor, San Francisco, California 94111. Each of the members of H&F Investors is a United States citizen.

To the best knowledge of the Reporting Persons, none of the entities or persons identified in the previous paragraphs of this Item 2 has, during the past five years, been convicted of any criminal proceeding (excluding traffic violations or similar misdemeanors), nor been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

## **Item 4 Purpose of Transaction.**

Item 4 of Schedule 13D is hereby amended and supplemented by adding immediately before the penultimate paragraph thereof the following:

On November 8, 2007, representatives of the Reporting Persons jointly invited several financial institutions to bid to purchase some or all of the Issuer Common Stock beneficially owned by the Reporting Persons. On November 8, 2007, the Reporting Persons entered into a purchase agreement (the “Purchase Agreement”) among the Issuer, the Reporting Persons and Morgan Stanley & Co. Incorporated (the “Underwriter”), pursuant to which the Reporting Persons agreed to sell an aggregate of 23,545,368 shares of Issuer Common Stock at a per share price of \$43.26 pursuant to an underwritten offering registered on the Issuer’s registration statement on Form S-3 (File No. 333-131373). The closing of these sales is expected to occur on November 14, 2007 (the “Offering Closing Date”). Concurrent with the execution of the Purchase Agreement, the Reporting Persons exercised the Series A Warrants,



and the Series B Warrants, (each as defined below) to acquire an aggregate of 2,355,724 shares of Issuer Common Stock pursuant to net exercise provisions included in those warrants and converted an aggregate of \$60,000,000 principal amount of Series A Notes (as defined below) into Issuer Common Stock (resulting in the issuance of 4,137,927 shares of Issuer Common Stock) and an aggregate of \$240,000,000 principal amount of Series B Notes (as defined below) into Issuer Common Stock (resulting in the issuance of 16,551,717 shares of Issuer Common Stock). In connection with the execution of the Purchase Agreement and pursuant to the terms therein, the Reporting Persons have entered into commitments with the Underwriter not to engage in any sales of shares of Issuer Common Stock other than pursuant to the underwritten offering for a period of at least 30 days, but in no event more than 47 days, from the date of the Purchase Agreement. In addition, Patrick Healy, a member of H&F Investors and a current director of the Issuer has executed a lock-up agreement, dated as of November 8, 2007 (the "Lock-Up Agreement"), restricting him from engaging in any sales of shares of Issuer Common Stock for a period of at least 30 days, but in no event more than 47 days, from the date of the Purchase Agreement.

The forgoing summaries of the Purchase Agreement and the Lock-Up Agreement are qualified in their entirety by reference to the complete text of the Purchase Agreement and the Lock-Up Agreement, filed as Exhibit 20 and Exhibit 21 hereto, respectively.

**Item 5 Interest in Securities of the Issuer.**

Item 5(a), (b) and (c) of Schedule 13D is hereby amended and supplemented by deleting it in its entirety and replacing it with the following:

The information set forth or incorporated by reference in Items 2, 3, 4 and 6 is hereby incorporated herein by reference.

The information contained on the cover pages to this Amendment No. 3 to Schedule 13D is incorporated herein by reference. The following disclosure assumes that there are 114,532,516 shares of Issuer Common Stock outstanding as of October 31, 2007, as reported in the Issuer's Preliminary Prospectus Supplement filed on November 8, 2007.

Patrick Healy, a member of H&F Investors and a current director of the Issuer, holds for the benefit of the H&F Partnerships 3,098 shares of restricted Issuer Common Stock, which in the aggregate represents less than 0.1% of the Issuer Common Stock outstanding. The H&F Partnerships have shared voting and dispositive power with respect to such restricted Issuer Common Stock.

Pursuant to Rule 13d-3 of the rules and regulations promulgated by the Securities and Exchange Commission (the "SEC") pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), prior to the Offering Closing Date, after giving effect to (i) the exercise of Series A Warrants pursuant to the net exercise provisions thereof (the "Series A Warrants"), (ii) the exercise of Series B Warrants pursuant to the net exercise provisions thereof (the "Series B Warrants"), (iii) the conversion of 3.75% Series A Convertible Notes Due 2012 (the "Series A Notes") and (iv) the conversion of 3.75% Series B Convertible Notes Due 2012 (the "Series B Notes"), each into shares of Issuer Common, each of the H&F Partnerships will hold the amount of shares of Issuer Common Stock set forth under their name in the table below. Each H&F Partnership has sole voting and dispositive power with respect to these securities.

	<i>HFCP IV</i>	<i>HFIP IV-A</i>	<i>HFIP IV-B</i>	<i>HFEF IV</i>
Issuer Common Stock	18,979,866	3,115,622	1,027,758	422,122

As the general partner of each of the H&F Partnerships, H&F Investors may be deemed to have beneficial ownership of the shares of Common Stock over which any of the H&F Partnerships has voting or dispositive power, as reflected in the table above. Accordingly, H&F Investors may be deemed to have sole voting and dispositive power with respect to, and beneficially own, an aggregate of 23,548,466 shares of Issuer Common Stock, representing approximately 17.1% of the Issuer Common Stock outstanding. As described in Item 4 above, pursuant to the Purchase Agreement, the Reporting Persons have agreed to sell 23,545,368 shares of Issuer Common Stock

they beneficially own to the Underwriter at a price of \$43.26 per share, representing all shares of Issuer Common Stock held by the Reporting Persons except for the 3,098 shares held by Mr. Healy for the benefit of the H&F Partnerships.

The investment decisions of H&F Investors are made by an investment committee of H&F Investors. The investment committee has the power to vote or to direct the vote of, and to dispose or to direct the disposition of, the shares of Issuer Common Stock that may be deemed to be beneficially owned by H&F Investors. As a result, each of the members of the investment committee may be deemed to beneficially own the shares of Issuer Common Stock that H&F Investors may be deemed to beneficially own. Each of the members of the investment committee, disclaims beneficial ownership of the shares of Issuer Common Stock that H&F Investors may be deemed to beneficially own, except to the extent of his or her indirect pecuniary interest, if any, therein.

Collectively, prior to the Offering Closing Date, the Reporting Persons beneficially own an aggregate total of 23,548,466 shares of Issuer Common Stock, or approximately 17.1% of the outstanding shares of Issuer Common Stock. Because of the matters described in Item 4, the Reporting Persons may be deemed to have formed a "group" within the meaning of Section 13(d) of the Securities Exchange Act with respect to the disposition of Issuer Common Stock. In addition, due to the existence of a common general partner among the H&F Partnerships, the H&F Partnerships may be deemed to constitute a group within the meaning of Rule 13d-5 of the rules and regulations promulgated by the SEC pursuant to the Exchange Act. As such, each of the H&F Partnerships (i) may be deemed to have acquired beneficial ownership, for purposes of Section 13(d) of the Exchange Act, of all the shares of Issuer Common Stock beneficially owned by H&F Investors and (ii) may be deemed to beneficially own, pursuant to Rule 13d-3 of the rules and regulations promulgated by the SEC pursuant to the Exchange Act, an aggregate of 23,548,466 shares of Issuer Common Stock, representing approximately 17.1% of the Issuer Common Stock outstanding. However, each of the H&F Partnerships disclaims beneficial ownership of any of the shares of Issuer Common Stock beneficially owned by the other H&F Partnerships, except to the extent set forth in this Item 5, above.

Neither the filing of Amendment No. 3 to this Schedule 13D nor any of its contents shall be deemed to constitute an admission that any Reporting Person or any other person described in Item 2 of the Schedules 13D or listed in any schedule thereto is the beneficial owner of the Issuer Common Stock referred to herein or is a member of any "group" within the meaning of Section 13(d) of the Securities Exchange Act or for any other purpose, and such beneficial ownership and membership in any such group is expressly disclaimed.

**Item 6 Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.**

Item 6 of Schedule 13D is hereby amended and supplemented to incorporate by reference the amendments and supplements to Item 4 herein.

**Item 7 Material to be Filed as Exhibits**

Item 7 of Schedule 13D is hereby amended and supplemented by adding at the end thereof the following:

20. Form of Purchase Agreement, dated November 8, 2007, among the Issuer, the Reporting Persons and the Underwriter (incorporated by reference to Exhibit 1.01 to the Issuer's Current Report on Form 8-K filed with the SEC on November 13, 2007).
21. Lock-Up Agreement, dated as of November 8, 2007, executed by Patrick J. Healy.

**SIGNATURES**

After reasonable inquiry and to the best of our knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: November 13, 2007

H&F INVESTORS IV, LLC

By: HELLMAN & FRIEDMAN LLC, its  
Administrative Manager

By: /s/ Georgia Lee  
Name: Georgia Lee  
Title: Managing Director

HELLMAN & FRIEDMAN CAPITAL PARTNERS IV, L.P.

By: H&F INVESTORS IV, LLC, its General  
Partner

By: Hellman & Friedman LLC,  
its Administrative Manager

By: /s/ Georgia Lee  
Name: Georgia Lee  
Title: Managing Director

H&F EXECUTIVE FUND IV, L.P.

By: H&F INVESTORS IV, LLC, its General  
Partner

By: Hellman & Friedman LLC,  
its Administrative Manager

By: /s/ Georgia Lee  
Name: Georgia Lee  
Title: Managing Director

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H&F INTERNATIONAL PARTNERS IV-A, L.P.

By: H&F INVESTORS IV, LLC, its General  
Partner

By: Hellman & Friedman LLC,  
its Administrative Manager

By: /s/ Georgia Lee  
Name: Georgia Lee  
Title: Managing Director

H&F INTERNATIONAL PARTNERS IV-B, L.P.

By: H&F INVESTORS IV, LLC, its General  
Partner

By: Hellman & Friedman LLC,  
its Administrative Manager

By: /s/ Georgia Lee  
Name: Georgia Lee  
Title: Managing Director

November 8, 2007

Morgan Stanley & Co. Incorporated  
1585 Broadway  
New York, New York 10036

Re: Proposed Public Offering of Common Stock of The Nasdaq Stock Market, Inc.

Dear Sirs:

The undersigned, a director of The Nasdaq Stock Market, Inc., a Delaware corporation (the "Company"), understands that Morgan Stanley & Co. Incorporated (the "Underwriter") proposes to enter into a Purchase Agreement (the "Purchase Agreement") with the Company and Hellman & Friedman Capital Partners IV, L.P., H&F Executive Fund IV, L.P., H&F International Partners IV-A, L.P. and H&F International Partners IV-B, L.P. (collectively, the "Selling Stockholders"), providing for the public offering (the "Public Offering") of the Company's common stock, par value \$.01 per share (the "Common Stock"). In recognition of the benefit that such a Public Offering will confer upon the undersigned as an officer and/or director of the Company, as the case may be, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with the Underwriter that, from the date hereof until 30 days from the date of the Purchase Agreement (the "Initial Lock-Up Period"), the undersigned will not, without the prior written consent of the Underwriter, directly or indirectly, (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of, or otherwise dispose of or transfer any shares of the Company's Common Stock or any securities convertible into or exchangeable or exercisable for Common Stock, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition, or file, or cause to be filed, any registration statement under the Securities Act of 1933, as amended, with respect to any of the foregoing (collectively, the "Lock-Up Securities") or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Securities, whether any such swap or transaction is to be settled by delivery of Common Stock or other securities, in cash or otherwise.

For the avoidance of doubt, it is hereby acknowledged that the restrictions in this letter agreement shall not (i) be applicable to, and the Company shall not enter into stop transfer instructions with its transfer agent and registrar against the transfer of, any Common Stock owned by H&F Investors IV, LLC or its controlled funds (collectively, "H&F") or any other funds or companies affiliated with H&F Investors IV, LLC or such funds, or (ii) restrict or otherwise limit the undersigned's ability to act in its capacity as a member of the investment committee of H&F Investors IV, LLC with respect to the Company or any Common Stock.

Notwithstanding anything herein to the contrary, the foregoing shall not be deemed to restrict the undersigned from disposing or selling not more than 32,000 shares of Common Stock during the Initial

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Lock-Up Period; provided that the undersigned will otherwise remain subject to the conditions of this letter.

Notwithstanding the foregoing, the undersigned may transfer any Lock-Up Securities without the prior written consent of the Underwriter so long as such transfer does not give rise to a public filing requirement pursuant to the 1933 Act, the 1934 Act or otherwise, (i) as a bona fide gift or gifts, provided that the donee or donees thereof agree in writing to be bound by the restriction set forth herein, (ii) to any trust, partnership or similar entity for the direct or indirect benefit of the undersigned or one or more members of the immediate family of the undersigned, provided that the trustee of the trust, partnership or other entity agrees in writing to be bound by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, or (iii) if such transfer occurs by operation of law, such as rules of descent and distribution, or statutes governing the effects of merger, provided that the transferee agrees in writing to be bound by the restrictions set forth herein. In addition, notwithstanding the foregoing, if the undersigned is a corporation, partnership or limited liability company, the corporation, partnership or limited liability company may transfer the capital stock of the Company, in the case of a corporation, to any wholly-owned subsidiary of such corporation; and in the case of a partnership or limited liability company, to a member, partner or other affiliate thereof; provided, however, that in any such case, it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding such capital stock subject to the provisions of this lock-up agreement and there shall be no further transfer of such capital stock except in accordance with this lock-up agreement, and provided further that any such transfer shall not involve a disposition for value. For purposes of this lock-up agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Lock-Up Securities except in compliance with the foregoing restrictions. This agreement shall not prohibit (i) any sale or tender or similar transaction involving the acquisition or transfer in any manner of a majority of the outstanding capital stock and/or assets of the Company and (ii) any transfer or exchange of Common Stock or any securities convertible into or exchangeable or exercisable for Common Stock so long as such party (including, if applicable, the transferor) receiving any Common Stock or securities convertible into or exchangeable or exercisable for Common Stock in such transaction agrees to be subject to the remaining portion of the Initial Lock-Up Period.

If:

(A) during the last 17 days of the Initial Lock-Up Period, the Company issues an earnings release or material news or a material event relating to the Company occurs; or

(B) prior to the expiration of the Initial Lock-Up Period, the Company announces that it will release earnings results or becomes aware that material news or a material event will occur during the 16-day period beginning on the last day of the Initial Lock-Up Period,

the restrictions imposed by this letter shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event, as applicable, unless the Underwriter waives, in writing, such extension.

The undersigned hereby acknowledges and agrees that written notice of any extension of the Initial Lock-Up Period pursuant to the previous paragraph will be delivered by the Underwriter to the Company (in accordance with Section 13 of the Purchase Agreement) and that any such notice properly delivered will be deemed to have been given to, and received by, the undersigned.

Notwithstanding anything herein to the contrary, the foregoing shall not be deemed to restrict the undersigned and its affiliates from engaging in any market making, brokerage, investment advisory, financial advisory, financing, and other similar activities conducted in the ordinary course of its or its affiliates' business.

Very truly yours,

Signature: /s/ Patrick Healy

Print Name: Patrick J. Healy